

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL
March 18, 2025
CLARK LIBRARY ANNEX-COUNCIL CHAMBERS
217 SOUTH MAIN STREET, 3RD FLOOR
LOCKHART, TEXAS

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

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

DISCUSSION ONLY

- A. Discuss City Council minutes of the April 16, 2024 and May 7, 2024 meetings. **5-15**
- B. Presentation and discussion of Lockhart Freedom Act first quarterly report. **16-21**
- C. Discuss the scope of work for the remodel of Fire Station No. 1 located at 201 W. Market St. based on the 50% construction drawings. **22-24**
- D. Discuss Resolution 2025-10 to update park pavilion and swimming pool rental fees. **25-28**
- E. Discuss Ordinance 2025-06 to adopt a Utility Service Fee Schedule. **29-34**
- F. Discuss the Real Estate Sales Contract and authorizing the purchase of a property located at 120 W. MLK Jr. Industrial Boulevard in the amount of \$1,750,000 for conversion into an indoor recreation center as a need identified in the Parks, Recreation, & Open Space Master Plan and authorizing closing costs associated with the purchase in an estimated amount of \$10,000. **35-57**

7:30 P.M. REGULAR MEETING

1. **CALL TO ORDER**
Mayor Lew White
2. **INVOCATION, PLEDGE OF ALLEGIANCE**
Invocation. Pledge of Allegiance to the United States and Texas flags.

3. PUBLIC COMMENT

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

4. PUBLIC HEARING/COUNCIL ACTION

- A. Hold a PUBLIC HEARING and consider approval of Ordinance 2025-03, annexing 84.981 acres out of the John A. Neill Survey, Abstract 20, Caldwell County, Texas, located east of the intersection of FM 1322 and Centerpoint Road and addressed as 2500 FM 1322. **58-71**
- B. Hold a PUBLIC HEARING on application ZC-24-08 by Talley J. Williams on behalf of Blackjack Block, LLC and discussion and/or action on Ordinance 2025-04 for a Zoning Change from AO Agricultural-Open Space District to RMD Residential Medium Density District on 84.981 acres in the John A. Neill Survey, Abstract No. 20, located east of the intersection of FM 1322 and Centerpoint Road and addressed as 2500 FM 1322. **72-89**

5. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action to consider City Council minutes of the April 16, 2024 and May 7, 2024 meetings. **90-100**
- B. Discussion and consideration regarding receipt of the Lockhart Freedom Act first quarterly report. **101-106**
- C. Discussion and/or action to provide guidance on the scope of work for the remodel of Fire Station No. 1 located at 201 W. Market St. based on the 50% construction drawings. **107-109**
- D. Discussion and/or action regarding Resolution 2025-10 to update park pavilion and swimming pool rental fees. **110-113**
- E. Discussion and/or action to consider Ordinance 2025-06 to adopt a Utility Service Fee Schedule. **114-119**
- F. Discussion and/or action to consider approving the Real Estate Sales Contract and authorizing the purchase of a property located at 120 W. MLK Jr. Industrial Boulevard in the amount of \$1,750,000 for conversion into an indoor recreation center as a need identified in the Parks, Recreation, & Open Space Master Plan and authorizing closing costs associated with the purchase in an estimated amount of \$10,000. **120-142**

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

- Recap of Downtown Revitalization Project Update meeting held on March 13.
- Hotel Occupancy Tax (HOT) Advisory Board accepting applications.
- Lockhart Fire Department's Push-In Ceremony for new ladder truck is scheduled for Friday, March 21.
- New bench donated by library patron to Dr. Eugene Clark Library.
- Splash Pads set to open on Tuesday, April 1.
- Reminder: Citywide Spring Clean Up Program on Saturday, March 22.
- Next Coffee With a Cop event scheduled for Tuesday, April 15.
- First 2025 Courthouse Nights event set for Friday, April 18.

7. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

8. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE AND 551.087 OF THE TEXAS GOVERNMENT CODE, DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS.

- A. Discussion regarding Tax Abatement Agreement with Martin Spellerberg of Spellerberg Associates, LLC.

9. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE AND SECTION 551.072 OF THE TEXAS GOVERNMENT CODE, TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PERSON.

- A. Discussion regarding acquisition of multiple utility easements between S. Main Street and S. Commerce Street.

10. OPEN SESSION

- A. Discussion and/or action regarding Tax Abatement Agreement with Martin Spellerberg of Spellerberg Associates, LLC.
- B. Discussion and/or action regarding acquisition of multiple utility easements between S. Main Street and S. Commerce Street.

11. ADJOURNMENT

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

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, March 14, 2025 at 4:30 p.m.

**REGULAR MEETING
LOCKHART CITY COUNCIL**

APRIL 16, 2024

6:30 P.M.

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

Council present:

Councilmember John Castillo
Councilmember Juan Mendoza
Mayor Pro-Tem Angie Gonzales-Sanchez

Mayor Lew White
Councilmember Brad Westmoreland
Councilmember Jeffry Michelson

Council absent:

Councilmember John Lairsen

Staff present:

Steve Lewis, City Manager
Joseph Resendez, Assistant City Manager
Sean Kelley, Public Works Director

Megan Brua, City Attorney
Julie Bowermon, City Secretary
Randy Jenkins, Fire Chief

Citizens/Visitors Addressing the Council: Will Wachel of TRC Engineers.

Work Session 6:30 p.m.

Mayor White announced that Councilmember Lairsen will not attend the meeting. He 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 CITY COUNCIL MINUTES OF THE JUNE 6, 2023 AND JUNE 20, 2023 MEETINGS.

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

B. DISCUSS RAILROAD TRAIN HORN SOUNDING REQUIREMENTS AND THE PROCESS OF ESTABLISHING RAILROAD QUIET ZONES.

Mr. Kelley and Will Wachel of TRC Engineers gave a presentation and there was discussion regarding the process of establishing railroad quiet zones, which locomotive horns are not required to routinely sound through at-grade crossings, and the considerations needed to establish those zones.

The presentation included the following topics:

- What is a Railroad Quiet Zone?
- Railroad History
- Federal Railroad Administration
- Quiet Zone Establishment Process
- Examples of Supplementary Safety Measures
- Railroad Crossing Inventory within Lockhart City Limits
- Cost Considerations
- Potential Funding Opportunities
- Legal Considerations

C. DISCUSS AN UPDATE REGARDING A PROPOSED INTERLOCAL AGREEMENT FOR GROUND LEASES FOR CITY OF LOCKHART EMS STATIONS NOS. 1 AND 2 WITH ESD NO. 5.

Mr. Lewis stated that Mayor White and staff met with representatives from the ESD No. 5 Board regarding a short-term lease of the City's two EMS stations. ESD No. 5 members indicated the Board's desire to assume operational management of the County EMS system on January 1, 2025. Additional discussion centered on Lockhart's population forecasts, development pattern, and the City's existing rolling stock and equipment that could be acquired by the ESD.

In the near term, relative to the City's two EMS stations, it is envisioned that the existing stations could be made available to facilitate the transition. Key provisions of a potential lease include:

1. Term: an initial term of one year and an option for an additional year.
2. Rent: \$1.00 per month. ESD No. 5 responsible for a pro rata share of all utilities, internet, telephone, etc.
3. Use: ESD No. 5 accepts the stations in their present condition and "as is" for their uses. Upgrades and the furnishing of any additional equipment as needed is at the ESD's sole expense.
4. Maintenance: ESD No. 5 is responsible for routine maintenance.
5. Assignment: ESD No. 5 cannot assign or sublet.
6. Insurance: ESD No. 5 must continuously maintain customary property insurance coverages.
7. Indemnification: ESD No. 5 will indemnify and hold the City harmless.

No Council action is required at this time.

D. DISCUSS ORDINANCE 2024-10 ADOPTING THE CITY OF LOCKHART'S DROUGHT CONTINGENCY PLAN AND UTILITY PROFILE COMPLIANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND THE TEXAS WATER DEVELOPMENT BOARD (TWDB).

Mr. Kelley stated that the Texas Commission on Environmental Quality (TCEQ) and the Texas Water Development Board (TWDB) require updates to the Drought Contingency Plan (DCP) and Water Conservation Plan (WCP) every five years. Deadline for adoptions and submissions is May 1, 2024. The purpose of the DCP is to identify water use criteria that would trigger different levels of mandatory water restrictions and enforcement measures for the City if those levels are not met.

The most notable changes to the City's DCP are as follows:

- Revised single day water use triggers to follow 75%, 80%, 85%, and 90% capacity capabilities.
- Revised all stages of 3 consecutive day maximum water use triggers to reflect 85% of single day maximum water use trigger
- Adding the City's Website to the notification section
- Added use of Best Management Practices for Downtown Irrigation for Supply Management
- Adding measurable rain event to Stages 2-6 as requirement for termination
- Adding restrictive hours to patio misters during Stage 2 restrictions
- Stage 2 single day use trigger was revised to 2.56 MG from 3.2 MG, which was also the same as the Stage 3 trigger
- Pass-through use splash pads (Maple Park Splash Pad) to reduce use to no more than 3-days/week during stage 3 conditions and prohibiting use during stage 4 conditions
- Stage 3 limits on landscaping irrigation to 1 day/week to follow GBRA's adopted DCP for Luling water rights

- Stage 4 restriction of commercial carwash operations between the hours of 6am to 10am and 6pm to 10 during Critical Water Shortage Conditions
- Section XII added pertaining to wholesale water contracts

Furthermore, the WCP is used to set water-saving goals for the City over the next ten years. The City of Lockhart has a long-standing history of water conservation practices. The City has been abiding by Stage 1 water restrictions since 2008. During that time, the City of Lockhart had not reached the conditions necessary to achieve Stage 2 Water Restrictions. The DCP and WCP are adopted under the Code of Ordinances Sections 58-7 and is the responsibility of the city manager or designee to implement.

E. DISCUSS THE REAPPOINTMENT OF HOTEL OCCUPANCY TAX (HOT) ADVISORY BOARD MEMBERS FOR A TWO-YEAR TERM BEGINNING APRIL 16, 2024 THROUGH APRIL 15, 2026.

Mr. Resendez stated that according to Ordinance 2019-29, the City of Lockhart's Hotel occupancy Tax (HOT) Advisory Board consists of a five-member board that shall serve two-year terms. The board shall be comprised of the following: a lodging facility representative, the City Manager or his designee, a former member of the City Council, and two citizens nominated by the Mayor. The board member appointments must be confirmed by City Council. The terms for the current board members are from February 2022 through February 2024 and include Sally Daniel, Archana Gandhi, Steve Lewis, Alfredo Munoz, and Ray Sanders. Janet Grigar served as an alternate during this term. All board members, with the exception of Ms. Grigar, have indicated their interest in being reappointed for a new two-year term from April 16, 2024 through April 15, 2026. City Council may confirm reappointments of the same person to the same board for a new term in one meeting. New nominations will require the two-step appointment process. The next meeting of the HOT Advisory Board is tentatively scheduled for Tuesday, April 30th to review 2024 funding applications. The first round of board funding recommendations will be presented to City Council at a future meeting shortly thereafter. Applicants have been encouraged to attend the City Council to make formal presentations.

F. DISCUSS ENTERING INTO AN AGREEMENT WITH BRYCER, LLC (THE COMPLIANCE ENGINE) TO PROVIDE AN INTERNET-BASED TOOL TO ASSIST LOCKHART FIRE RESCUE WITH COLLECTING, ORGANIZING, AND TRACKING FIRE AND LIFE SAFETY SYSTEMS COMPLIANCE.

Chief Jenkins stated that the City of Lockhart has approximately 500 commercial businesses with a small percentage equipped with a fire sprinkler, fire alarm, or kitchen hood system. The adopted fire code requires these life safety systems to be inspected at least annually by a licensed contractor. *The Compliance Engine* provides a secure cloud environment in which third-party contractors who inspect, test, and maintain fire protection systems submit their reports via Brycer, LLC (The Compliance Engine) web portal directly to Lockhart Fire. The fire department will then be able to review, track, and follow-up with businesses to correct deficiencies and maintain systems. *The Compliance Engine* also sends out letters on the city letterhead and/or calls the business when an inspection or maintenance is due. The goal is to obtain 100% compliance and create a comprehensive and accurate database of commercial businesses which have life safety systems, when they were last tested or inspected, and if any open deficiencies exist which may cause the system to not operate properly. There is no cost to the City of Lockhart to enter into the agreement and use of *The Compliance Engine*. Each third-party contractor will pay a \$20 fee to upload a life safety system inspection into *The Compliance Engine*. The fee may be passed down to business owners. Section 108.3 (Recordkeeping) of the 2018 International Fire Code (IFC) as adopted by the City of Lockhart states “the fire code official is authorized to prescribe the form and format of such recordkeeping. The fire code official is authorized to require that certain required records be filed with the fire code official.” Central Texas cities using *The Compliance Engine* include San Marcos, New

Braunfels, Brenham, Austin, Kyle, Leander, Georgetown, Round Rock, Selma, Schertz, Sequin, Taylor and Universal City.

G. DISCUSS THE 2ND QUARTER FISCAL YEAR 2024 INVESTMENT REPORT.

Mr. Resendez stated that the Texas Public Funds Investment Act requires local governments to review and accept the quarterly investment reports for each quarterly reporting period of the fiscal year. He provided details about the 2nd Quarter Investment Report of Fiscal Year End (FYE) 2024, ending March 31, 2024.

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

ITEM 1. CALL TO ORDER.

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

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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

ITEM 3. PUBLIC COMMENT.

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

ITEM 4. CONSENT AGENDA.

Mayor Pro-Tem Sanchez made a motion to approve consent agenda items 4A and 4B. Councilmember Michelson seconded. The motion passed by a vote of 6-0.

The following are the consent agenda items that were approved:

4A: Approve City Council minutes of the June 6, 2023 and June 20, 2023 meetings.

4B: Acceptance of the 2nd Quarter Fiscal Year 2024 Investment Report.

ITEM 5-A. DISCUSSION AND/OR ACTION REGARDING ORDINANCE 2024-10 ADOPTING THE CITY OF LOCKHART'S DROUGHT CONTINGENCY PLAN AND UTILITY PROFILE COMPLIANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND THE TEXAS WATER DEVELOPMENT BOARD (TWDB).

Councilmember Castillo made a motion to approve Ordinance 2024-10, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 6-0.

ITEM 5-B. DISCUSSION AND/OR ACTION TO CONSIDER REAPPOINTMENT OF HOTEL OCCUPANCY TAX (HOT) ADVISORY BOARD MEMBERS FOR A TWO-YEAR TERM BEGINNING APRIL 16, 2024 THROUGH APRIL 15, 2026.

Mayor Pro-Tem Sanchez made a motion to re-appoint the Hotel Occupancy Tax Advisory Board members, as presented. Councilmember Castillo seconded. The motion passed by a vote of 6-0.

ITEM 5-C. DISCUSSION AND/OR ACTION TO CONSIDER ENTERING INTO AN AGREEMENT WITH BRYCER, LLC (THE COMPLIANCE ENGINE) TO PROVIDE AN INTERNET-BASED TOOL TO ASSIST LOCKHART FIRE RESCUE WITH COLLECTING, ORGANIZING, AND TRACKING FIRE AND LIFE SAFETY SYSTEMS COMPLIANCE.

Councilmember Westmoreland made a motion to approve the agreement with Brycer, LLC, as presented. Councilmember Castillo seconded. The motion passed by a vote of 6-0.

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

- Hotel Occupancy Tax (HOT) Funding Application Process.
- Update regarding Soccer Mini-Pitch at the LaFleur Soccer Complex.
- Report on LCRA Steps Forward volunteer program at Pecos Park.
- Update regarding Entrance Examinations for Public Safety positions: Police Officer exam April 19th; Fire Fighter exam May 4th.
- Utility extensions underway to the Real Cold storage facility site.
- Courthouse Nights music series begins April 19th.
- Kiwanis 5K Run - April 27th.
- Cinco de Mayo and 5K Run - May 3-4.

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

Councilmember Westmoreland expressed condolences to the family of Jimmy Crouch for their loss.

Councilmember Mendoza thanked the Education Foundation for the successful 50 Lions Who Can Cook event. He invited all to join in the upcoming Kiwanis 5K Run.

Mayor Pro-Tem Sanchez expressed condolences to the Crouch family for their loss. She thanked city employees for their assistance, and all involved with the 50 Lions Who Can Cook event.

Councilmember Castillo requested assistance with parking for disabled veterans in the community. He thanked all involved with the successful 50 Lions Who Can Cook event.

Councilmember Michelson thanked all that were involved with the successful 50 Lions Who Can Cook event.

Mayor White thanked all involved with the successful 50 Lions Who Can Cook event. He expressed condolences to the Crouch family for their loss. He invited all to attend the upcoming Courthouse Nights event and he thanked Rachel Lingvai and all involved with those events.

ITEM 8. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 7:53 p.m.

PASSED and APPROVED this the 18th day of March, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

**REGULAR MEETING
LOCKHART CITY COUNCIL**

MAY 7, 2024

6:30 P.M.

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

Council present:

Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

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

Staff present:

Steve Lewis, City Manager
Joseph Resendez, Assistant City Manager
David Fowler, Planning Director

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

Citizens/Visitors Addressing the Council: Peter Newell and Brian Perkins of the Guadalupe-Blanco River Authority; Greg Neal of the Lockhart Chamber of Commerce; and Citizen: Frank Sanchez.

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 PROCLAMATION DECLARING MAY 2024 AS MOTORCYCLE AWARENESS MONTH.

Mayor White presented the proclamation to members of the local motorcycle club.

B. PRESENTATION BY GUADALUPE-BLANCO RIVER AUTHORITY (GBRA) REGARDING CARRIZO GROUNDWATER SUPPLY PROJECT.

Peter Newell and Brian Perkins of GBRA provided an update and there was discussion about the Carrizo Groundwater Supply project.

Topics of discussion were as follows:

- CGSP WTP and BPS Construction Status
- San Marcos Water Treatment Plant improvements
- Pipeline installation update
- CGSP Expansion Participants
- CGSP TX-130 Expansion
- WaterSECURE Initiative
 - o Changes in population projections
 - o WaterSECURE activities
 - o WaterSECURE demand centers
 - o WaterSECURE timeline

C. DISCUSS HOTEL OCCUPANCY TAX (HOT) ALLOCATIONS AS RECOMMENDED BY THE HOT ADVISORY BOARD FOR THE 2024 FUNDING YEAR.

Mr. Resendez stated that on May 3, 2024, the Hotel Occupancy Tax (HOT) Advisory Board met to review and discuss Hotel Tax funding applications for FYE 2024. The City of Lockhart collects a 7% Hotel Occupancy Tax from hotels, bed & breakfasts, and other lodging facilities. The revenue from the HOT fund may be used only to directly promote tourism and the hotel and convention industry. The Funding Application Form provides applicants the specific eligible uses of HOT funds under state law requirements, outlines city policy, and provides guidance on the priority uses for Hotel Tax funds. This funding cycle, the City received eight applications from six organizations. The total amount requested was \$285,000. This is an increase of \$120,000 over the amount requested in FYE 2023. Applicants were recommended to make presentations to the Board. The following five organizations made formal presentations: Caldwell County Jail Museum, Gaslight-Baker Theatre, Greater Caldwell County Hispanic Chamber of Commerce, Lockhart Chamber of Commerce, and Troubador Image + Sound. After discussion and consideration, the HOT Advisory Board submits a proposed funding allocation of \$222,500 for FYE 2024 to Council for review and final approval. The Board funding proposal presents a balanced allocation that provides funding for two new applicants, Rach & Rhodes Presents and Troubador Image + Sound, while providing continued financial support to existing events and ongoing historical restoration and preservation projects. There was discussion about the FYE 2024 Application Funding Chart providing the HOT Advisory Board's detailed funding recommendations and the previous year's allocation history, and the submitted Funding Applications for review.

Greg Neal of the Lockhart Chamber of Commerce provided an update and explanation about their request for HOT funds that included their outreach, tourism promotional efforts for the community and necessary additional employees for the Chamber.

There was discussion regarding monitoring the air B&B's in the City of Lockhart and the permitting process.

D. DISCUSS CITY COUNCIL MINUTES OF THE JULY 18, 2023 MEETING.

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

E. DISCUSS SELECTION OF CONNOLLY ARCHITECTS & CONSULTANTS AS THE BEST QUALIFIED ARCHITECTURAL SERVICES COMPANY TO ASSIST THE CITY WITH UPGRADES AT THE LOCKHART ANIMAL SHELTER, APPROVING A PROFESSIONAL SERVICES AGREEMENT, AND APPOINTING THE CITY MANAGER TO SIGN THE AGREEMENT.

Mr. Kelley stated that advertisements for qualified architectural services for animal shelter upgrades were completed in compliance with requirements. Proposals were received from two companies which were ranked using qualification criteria and scored by City Engineer Will Wachel, P.E., Public Works Director Sean Kelley, and Police Chief Gary Williamson. The company submitting the best proposal was Austin, Texas based Connolly Architects & Consulting. Connolly's national practice includes more than 100 projects in 30 states. The Professional Services Agreement with Connolly Architects is for services in the amount of \$39,000. Connolly Architects & Consultants have done prior work for the Lockhart Animal Shelter. There was discussion.

F. DISCUSS PROPOSAL TO ASSIGN A RECENTLY-ANNEXED AREA TO A CITY COUNCIL DISTRICT AND DISCUSS ORDINANCE 2024-11, ADOPTING REVISED CITY COUNCIL BOUNDARIES.

Mr. Fowler stated that the subject property, approximately 53 acres located on the south and west frontages of FM 2001 north of SH 130, was annexed on January 18, 2024. This area has not yet been incorporated into one of the single-member City Council districts. As the area is contiguous with Council District 2, that would be the most sensible Council district in which to place the property. As the parcel is the site of an industrial planned development district, no voters are expected to reside on the property, thereby leaving the population balance of the single member Council districts unchanged. There was discussion.

G. DISCUSS CONDUCTING A FEASIBILITY STUDY REGARDING THE IMPLEMENTATION OF A RAILROAD QUIET ZONE IN THE CITY LIMITS BY TRC, INC., APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TRC, INC., AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT IF APPROVED

Mr. Kelley stated that on April 16, staff presented information regarding the process of establishing railroad quiet zones, which locomotive horns are not required to routinely sound through-gate crossings, and the considerations needed to establish those zones. Staff was directed to bring back a proposal for a feasibility study that would investigate the existing condition of the six railroad crossings in town and determine necessary safety measures for the crossings that may be necessary to establish a railroad quiet zone.

The Railroad Quiet Zone Feasibility study will cover the following scope of work:

- Traffic Count Data Collection at the six railroad crossings
- Federal Railroad Administration coordination
- Produce conceptual exhibits of each crossing depicting improvements that will be presented to implement the quiet zone
- Analyze and determine the Quiet Zone Risk Index (QZRI) calculator based on newly collected data
- Develop a Opinion of Probable Construction Cost for safety improvements that would be necessary to implement a quiet zone

Upon completion of the Railroad Quiet Zone Feasibility Study, the City Engineer will present the findings to City Council. There was discussion.

H. DISCUSS ORDINANCE 2024-12 AMENDING PORTIONS OF THE PERSONNEL POLICY SECTION 4-7, TO ADD JUNETEENTH AS HOLIDAY FOR CITY EMPLOYEES.

Mr. Lewis stated that in 2021, Juneteenth became a federal holiday in the United States - the first to be approved since Martin Luther King Jr. Day in 1983. Juneteenth, officially Juneteenth National Independence Day, is celebrated annually on June 19 to commemorate the ending of slavery. Since the official federal holiday designation in 2021, several local and county governments have designated Juneteenth as a holiday within their organization. Of 73 Texas cities recently surveyed, 54 now observe Juneteenth as a holiday. The cities of Bastrop, Elgin, San Marcos and Kyle, as well as Caldwell County, have all designated Juneteenth as a holiday and close non-emergency business operations on June 19th each year. Over the past 3 years following the federal holiday designation, there has also been a growing interest among some City of Lockhart employees to also observe the new federal holiday. Further, during the Evergreen 2020 City of Lockhart Classification and Compensation Study, Evergreen concluded that, at that time, the number of holidays Lockhart observed was similar to other peer cities. However, that study was completed prior to the 2021 designation of Juneteenth. Consequently, Lockhart now lags many surrounding peers that now

observe Juneteenth. If approved by City Council, City Offices would be closed on June 19th each year to provide employees with the opportunity to observe the federal holiday.

RECESS: Mayor White announced that the Council would recess for a break at 7:35 p.m.

ITEM 1. CALL TO ORDER.

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

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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.

Frank Sanchez, 2012 Almond Road, Dale, Texas, expressed concern about the enforcement of handicap parking.

ITEM 4-A. DISCUSSION AND/OR ACTION REGARDING HOTEL OCCUPANCY TAX (HOT) ALLOCATIONS AS RECOMMENDED BY THE HOT ADVISORY BOARD FOR THE 2024 FUNDING YEAR.

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

ITEM 4-B. DISCUSSION AND/OR ACTION REGARDING CITY COUNCIL MINUTES OF THE JULY 18, 2023 MEETING.

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

ITEM 4-C. DISCUSSION AND/OR ACTION REGARDING SELECTION OF CONNOLLY ARCHITECTS & CONSULTANTS AS THE BEST QUALIFIED ARCHITECTURAL SERVICES COMPANY TO ASSIST THE CITY WITH UPGRADES AT THE LOCKHART ANIMAL SHELTER, APPROVING A PROFESSIONAL SERVICES AGREEMENT, AND APPOINTING THE CITY MANAGER TO SIGN THE AGREEMENT.

Councilmember Lairsen made a motion to approve the selection of Connolly Architects & Consultants and agreement, as presented, to assist with upgrades at the Lockhart Animal Shelter. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 4-D. DISCUSSION AND CONSIDERATION OF PROPOSAL TO ASSIGN A RECENTLY-ANNEXED AREA TO A CITY COUNCIL DISTRICT AND DISCUSS ORDINANCE 2024-11, ADOPTING REVISED CITY COUNCIL BOUNDARIES.

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

ITEM 4-E. DISCUSSION AND/OR ACTION TO CONSIDER CONDUCTING A FEASIBILITY STUDY REGARDING THE IMPLEMENTATION OF A RAILROAD QUIET ZONE IN THE CITY LIMITS BY TRC, INC., APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TRC, INC., AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT IF APPROVED.

Mayor Pro-Tem Sanchez made a motion to approve the Feasibility Study and agreement, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 6-1, with Councilmember Lairsen opposing.

ITEM 4-F. DISCUSSION AND/OR ACTION REGARDING ORDINANCE 2024-12 AMENDING PORTIONS OF THE PERSONNEL POLICY SECTION 4-7, TO ADD JUNETEENTH AS HOLIDAY FOR CITY EMPLOYEES.

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

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

- May 21st Council Meeting - presentation by Rise Broadband regarding a new fiber connectivity project in Lockhart.
- Soccer Mini-Pitch update.
- San Jacinto elevated water storage tank repainting project update.
- City participation in the development of Caldwell County's Capital Improvement Plan update.
- Downtown Revitalization Project – sealed bids to be received on May 9th.

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

Councilmember Westmoreland congratulated the Hispanic Chamber on a successful Cinco de Mayo event. He congratulated the 7th Grade Lockhart Boys Golf team for winning District Championship.

Councilmember Mendoza congratulated the Hispanic Chamber for the Cinco de Mayo event and to the participants of the 5K running events.

Mayor Pro-Tem Sanchez expressed condolences to the families that have lost a loved one. She congratulated the Hispanic Chamber for the successful Cinco de Mayo event and to the participants of the 5K run. She thanked Courthouse Nights for a successful event and to the Lockhart school students that received awards and scholarships.

Councilmember Lairsen congratulated the Gaslight-Baker Theatre for ongoing live plays.

Councilmember Castillo congratulated the Gaslight-Baker Theatre for their plays and the Hispanic Chamber for a successful Cinco de Mayo event. He wished all mothers a Happy Mother's Day. He appreciated attending a fair housing information session.

Mayor White congratulated the Hispanic Chamber for a successful Cinco de Mayo event. He congratulated Mill Scale for an upcoming event.

ITEM 7. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ATTORNEY TO SEEK LEGAL ADVICE ABOUT MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH TEXAS OPEN MEETING ACT. Receive legal advice regarding possible sale of excess water rights.

Mayor White announced that the Council would enter Executive Session at 8:15 p.m.

ITEM 8. OPEN SESSION.

Mayor White announced that the Council would enter Open Session at 8:45 p.m.

There was no action taken.

ITEM 9. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 8:46 p.m.

PASSED and APPROVED this the 18th day of March, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 18, 2025

AGENDA ITEM CAPTION: Presentation and discussion of Lockhart Freedom Act first quarterly report.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On November 5, 2024, Lockhart voters approved a charter amendment known as the Lockhart Freedom Act, which aimed to “reform marijuana enforcement by city personnel” and decriminalize the possession of marijuana for four (4) ounces or less.

On December 3, 2024, Lockhart City Council passed a resolution acknowledging the passage of the Lockhart Freedom Act and its incorporation into the City Charter, while also acknowledging that state law prohibits cities from not fully enforcing drug laws, including those related to low-level cannabis enforcement. The resolution passed by the Lockhart City Council on December 3, 2024, calls on the Texas Legislature and U.S. Congress to provide clarification and guidance regarding ordinances similar to the Lockhart Freedom Act.

Prior to the passage of the Lockhart Freedom Act, Lockhart Police made 75 arrests related to all drug possession charges in 2024. In 2023, Lockhart Police made approximately 99 drug related arrests. However, not all drug arrests were linked to marijuana possession. The discovery of illegal marijuana possession may be used, at the officer’s discretion, to continue an investigation of other crimes. This includes driving under the influence, possession of a controlled substance, firearms violations, or other crimes that affect public safety.

Chapter 370.003 of the Texas Local Government Code provides that cities not adopt policies that do not fully enforce applicable state and federal drug laws, including marijuana.

The Texas Code of Criminal Procedure, which vests police officers with the authority and duty to enforce state law, also potentially conflicts with the City of Lockhart’s marijuana decriminalization charter amendment. Potentially inhibiting peace officers from fully enforcing drug laws could put officers in danger and hamper recruitment and retention efforts.

For these reasons, the City of Lockhart and the Lockhart Police Department worked with the City Attorney’s Office to implement provisions of the Lockhart Freedom Act that are not in conflict with state and federal law. After review, the City Attorney identified three sections that can be implemented to varying degrees:

- **Section 12.06 – Handling of Evidence:** Lockhart Police Department (LPD) officers currently document all illegal narcotics seizures. A report is filed detailing the grounds

City of Lockhart, Texas

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for each seizure, and all evidence is securely stored in accordance with the department's Evidence Policy.

- **Section 12.10 – Training & Policy Updates:** While LPD officers retain discretion to issue citations for possession of marijuana under two ounces, this practice has now been formally codified in Policy 7.46 – Marijuana Enforcement.
- **Section 12.12 – Quarterly Reports:** The LPD submits quarterly reports covering adult and juvenile arrests and citation counts. Moving forward, these reports will also include data on misdemeanor marijuana possession offenses, including:
 - o Total arrests and citations issued,
 - o Estimated personnel hours dedicated to enforcement,
 - o Demographic breakdowns of individuals charged (age, gender, race, and ethnicity).

This update provides transparency on enforcement practices.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Acknowledgment of quarterly report.

LIST OF SUPPORTING DOCUMENTS: Policy 7.46 Marijuana Enforcement, Misdemeanor Marijuana Enforcement (Nov. 5, 2024 to Mar. 6, 2025)

	LOCKHART POLICE DEPARTMENT	
	Policy 7.46 Marijuana Enforcement	
	Effective Date: 3/01/2025	Replaces:
	Approved: G.P. Williamson Chief of Police	
Reference:		

I. POLICY

The Lockhart Police Department will consider its resources and its mission of protecting the community when exercising any discretion to avoid making arrests related to marijuana that the arresting officer and Department reasonably believe would not be prosecuted by local, state, or federal authorities. While the Lockhart Police Department does not specifically target marijuana enforcement, it is important to note that violent crimes, such as home invasion robberies, are often associated with low level amounts of marijuana. To that end, the Lockhart Police Department will exercise discretion to ensure laws are appropriately enforced without unreasonably burdening both our community as well as the resources of the department.

II. PURPOSE

The purpose of this general order is to provide members of the Lockhart Police Department with guidance for investigating the acquisition, possession, transportation, delivery, production or use of marijuana. These guidelines do not decriminalize marijuana, nor do they alter the penalties for the possession of a controlled substance.

III. PROCEDURES

A custody arrest may be made when individuals are found to be in possession of more than two ounces of marijuana, or found to be in possession of misdemeanor amounts of marijuana of less than two ounces and the following has occurred:

- a. The circumstances of the possession are indicative of marijuana distribution, such as:
 1. Multiple small individual baggies packed for resale.
 2. Presence of digital scales and/or packs of empty baggies.
 3. Officer observed hand-to-hand drug transaction; or
 4. The individual was involved in narcotics investigation.
- b. The individual possesses marijuana in conjunction with a firearm; or
- c. The individual will also be charged with an assault offense or violent felony.

All suspected marijuana shall be seized and processed as outlined in the Property and Evidence General Order.

IV. Citation in Lieu of Arrest

For marijuana possession alone, of two ounces or less, officers may issue a citation titled "Possession of Drug Paraphernalia," and release the offender from custody. Officers shall sufficiently identify the suspected offender with a form of government photo identification or, if a government photo identification is not available, through all reasonable available means to confirm the validity of the personal information provided by the individual.

IIV. Lab Testing

As required by HB 1325, passed by the State of Texas Legislature on June 10, 2019, lab tests must be completed to establish whether the suspected marijuana has a THC content of 0.3% or more. The Lockhart Police Department will utilize a Texas Department of Public Safety lab or will utilize a contracted lab that is fully accredited and approved to take tests. Only approved cases will be sent for testing.

MISDEMEANOR MARIJUANA ENFORCEMENT

(Arrests & Citations)

November 5, 2024 - March 6, 2025

DATE	CASE NUMBER	ARREST/CITATION	CHARGE	SUSPECT DESCRIPTION			
				AGE	GENDER	RACE	ETHNICITY
11/13/2024	2024110076	Arrest *	Poss Marij >2oz<=4oz	18	M	W	H
11/13/2024	2024110076	Arrest *	Poss Marij >2oz<=4oz	36	F	W	H
11/23/2024	2024110124	Arrest *	Poss Marij <2oz	31	M	B	n/a
12/24/2024	2024120131	Citation ^	Poss of Drug Para	27	M	W	H
12/25/2024	2024120134	Citation ^	Poss of Drug Para	35	F	W	H
12/29/2024	2024120145	Citation ^	Poss of Drug Para	44	M	W	n/a
1/4/2025	2025010012	Citation ^	Poss of Drug Para	18	M	W	H
1/14/2025	2025010051	Citation ^	Poss of Drug Para	21	M	W	H
2/15/2025	2025020054	Citation ^	Poss of Drug Para	28	M	B	n/a
3/1/2025	2025030002	Citation ^	Poss of Drug Para	35	M	W	H
3/3/2025	2025030010	Citation ^	Poss of Drug Para	37	M	W	H

* - Possession of marijuana along with other illegal narcotics.

^ - Possession of Drug Paraphernalia citation in lieu of arrest for Possession of Marijuana.

EST. HOURS

1 hr 00 min
2 hrs 00 min
1 hr 08 mins
0 hr 28 mins
1 hr 21 mins
0 hr 24 mins
0 hr 18 mins
0 hr 23 mins
0 hr 24 mins
0 hr 19 mins

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COUNCIL MEETING DATE: March 18, 2025

AGENDA ITEM CAPTION: Discuss the scope of work for the remodel of Fire Station No. 1 located at 201 W. Market St. based on the 50% construction drawings.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins, Joseph Resendez

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: Previously, on September 17, 2024, the City Council approved Resolution 2024-24 to award the contract for Construction-Manager-At-Risk (CMAR) to D. Wilson Construction Co. for the remodel of Fire Station #1. Also, at the same meeting, Resolution 2024-23 was approved for the contract proposal of Studio Steinbomer to provide professional architectural and engineering services for the Fire Station #1 remodel.

Update

The construction documents have been approximately 50% completed by Studio Steinbomer and construction costs have been estimated and updated by D. Wilson Construction Co. based on current cost of labor and materials. Due to the price feedback from sub-contractors and suppliers and the CMAR's cost of services, the cost of the original base scope of work increased from the previous project estimate of \$735,000. Staff worked with Studio Steinbomer and D. Wilson to develop a reduced base scope for essential items and remove exterior improvements as an add-alternate to the project.

Further, based on feedback from Studio Steinbomer, an assessment of the roof was completed by an outside consultant. The results of the assessment provided the following summary:

'We find the low-sloped roofs to be in fair condition. We find the sloped tile roof functioning as intended without indications of water intrusion. We find the bell tower roof to be seriously deteriorated and the bell tower framing to be in fair condition. Therefore, we recommend maintenance-type repairs to the low-sloped roofs and the bell tower mounting and cable bracing. We recommend replacement of the cementitious [cement asbestos] tile roofs. We recommend replacement of the bell tower roof, and cleaning and coating of the bell tower framing. We recommend scheduling a wholesale replacement of the low-sloped roofs in the future.'

Based on this assessment, an option to include the roof as an add-alternate are also included below.

The updated project costs, including the roof and exterior improvements as add-alternates to the base scope, are provided below. Each option includes the following costs: 10%

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construction contingency, contractor costs for general conditions, contractor's construction fees, architectural design services, and asbestos abatement.

Original Base - \$1,577,251

Demolition, life safety systems, electrical, plumbing, drywall, flooring, HVAC, paint, appliances, diesel exhaust system, acoustic ceiling, framing, casework, repointing masonry, and shower, etc. Overhead doors, replacement windows, signage, and exterior painting.

Option 1 - Reduced Base - \$1,269,923

Demolition, life safety systems, electrical, plumbing, drywall, flooring, HVAC, paint, appliances, diesel exhaust system, acoustic ceiling, framing, casework, repointing masonry, and shower, etc. ~~Overhead doors, replacement windows, signage, and exterior painting.~~ Reduction in cost allowance for various smaller line-items.

Option 2 - Reduced Base + Roof - \$1,522,353 (+ \$252,430)

Abatement and replacement of the cementitious [cement asbestos] tile roofs. Replacement of the bell tower roof and replacement of the low-sloped roof. Also includes costs for required contract amendments to the Architect and CMAR agreements. Requires a review by Lockhart Historical Commission.

Option 3 - Reduced Base + Roof + Exterior Improvements - \$1,817,939 (+ \$548,016)

Abatement and replacement of the cementitious [cement asbestos] tile roofs. Replacement of the bell tower roof and replacement of the low-sloped roof. Also includes costs for required contract amendments to the Architect and CMAR agreements. Overhead doors, replacement windows, signage, and exterior painting. Requires a review by Lockhart Historical Commission.

Staff request guidance from the City Council on the scope of work to move forward with to complete the construction documents and determining the Guaranteed Maximum Price (GMP). Once the GMP is determined based on the revised scope of work, it will be brought back to the City Council for final approval.

PROJECT SCHEDULE (if applicable): Estimated construction time of 6 months.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: Previously, on September 17, 2024 the City Council approved Resolution 2024-24 to award the contract for Construction-Manager-At-Risk (CMAR) to D. Wilson Construction Co. for the remodel of Fire Station #1. Also, at the same meeting

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Resolution 2024-23 was approved for the contract proposal of Studio Steinbomer to provide professional architectural/engineering services for the Fire Station #1 remodel.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: To provide direction on the scope of work for the remodel of Fire Station #1 located at 201 W. Market St..

LIST OF SUPPORTING DOCUMENTS:

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COUNCIL MEETING DATE: March 18, 2025

AGENDA ITEM CAPTION: Discuss Resolution 2025-10 to update park pavilion and swimming pool rental fees.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: An update to park pavilion and swimming pool fees was presented to Council on March 4, 2025. This Resolution will update these fees as indicated in Exhibit A.

PROJECT SCHEDULE (if applicable): Immediate

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: Park pavilion and swimming pool rental fees were last updated on December 3, 2002.

COMMITTEE/BOARD/COMMISSION ACTION: The Parks Advisory Board recommended approval of the rental fee updates on January 23, 2025.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends adoption of the Resolution as presented.

LIST OF SUPPORTING DOCUMENTS: RESOLUTION 2025-10 - Pavilion and Swimming Pool Rental Fees Update

RESOLUTION 2025-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, UPDATING THE PARK PAVILION AND SWIMMING POOL RENTAL FEES.

WHEREAS, the City may charge fees for the rental and utilization of park pavilions and facilities; and

WHEREAS, the City last updated the fees for park pavilion and facility rentals on December 3, 2002; and

WHEREAS, the City has transitioned from in-person to online park pavilion and facility rentals; and

WHEREAS, the City has determined pavilion and swimming pool rentals should be based on an hourly rather than daily rental rate; and

WHEREAS, City staff presented new proposed park pavilion and swimming pool rental fees to City Council on March 5, 2025; and

WHEREAS, the City Council finds that the attached fees are just and fair and reimburse the City for the costs of the services provided,

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

SECTION 1. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION 2. The fees for park pavilion and swimming pool rental attached as Exhibit A are hereby adopted.

SECTION 3. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
LOCKHART, TEXAS, ON THIS THE 18th DAY OF MARCH, 2025.**

CITY OF LOCKHART

Lew White, Mayor

Attest:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney

EXHIBIT A

Park Pavilion and Swimming Pool Rental Fees

Facility	Hourly Rate	5-Hour Block Fee	Deposit*
City Park - Main Pavilion	\$20	\$100	\$100
City Park - Central Pavilion	\$18	\$90	\$100
City Park - North Pavilion	\$18	\$90	\$100
City Park - South Pavilion	\$15	\$75	\$75
Pecos Park Pavilion	\$15	\$75	\$75
Maple Park Pavilion	\$18	\$90	\$100
Swimming Pool	\$75	\$150 (*2-hour block)	\$25

* A refundable cleaning/damage deposit in the amounts stated above is required on all reservations. Full payment of the deposit and rental fees are due at the time of booking

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 18, 2025

AGENDA ITEM CAPTION: Discuss Ordinance 2025-06 to adopt a Utility Service Fee Schedule.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The proposed ordinance will establish a comprehensive utility service fee schedule, streamlining the utility billing process. This schedule includes updates to existing fees and recommendations for new service fees. The new service fees include charges for meter tampering and multiple trip fees—one for normal business hours and another for after-hours service.

The proposed fee increases apply to reconnect fees and bucket truck usage fees, with a \$25 increase to account for inflation and rising expenses related to these services. Fees that will remain unchanged include customer deposits for both electric and water services, as well as the meter testing fee.

The purpose of this ordinance is to consolidate utility service fees into a single, easily accessible schedule, improving both public transparency and internal efficiency.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends adoption of Ordinance 2025-06.

LIST OF SUPPORTING DOCUMENTS: Proposed Utility Service Fees, Ordinance 2025-06

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Proposed City of Lockhart Utility Service Fees

New or Existing	Service Type	Current Fees	Recommended Fees	Difference
Existing	New/Transfer Account Fee	\$25.00	\$25.00	\$ -
Existing	Residential Electric Deposit	\$100.00	\$100.00	\$0.00
Existing	Commercial Electric Deposit	\$300 (min) or 1/6 of estimated annual billing	\$300 (min) or 1/6 of estimated annual billing	\$0.00
Existing	Residential Water Deposit	\$50.00	\$50.00	\$0.00
Existing	Commercial Water Deposit	\$75.00	\$75.00	\$0.00
Existing	Meter Testing	\$ At Cost	\$ At Cost	\$0.00
Existing	Reconnection Fee	\$25.00	\$50.00	\$25.00
Existing	*After Hours Reconnection Fee	\$50.00	\$75.00	\$25.00
New	**Multiple Trip Fee	\$0.00	\$25.00 per trip	\$25.00
New	*After Hours Multiple Trip Fee	\$0.00	\$50.00 per trip	\$50.00
New	Tampering With A Meter	\$0.00	\$300.00	\$300.00
Existing	Bucket Truck Disconnect Fee	\$50.00	\$75.00	\$25.00
Existing	Bucket Truck Reconnect Fee	\$50.00	\$75.00	\$25.00
Existing	*After Hours Bucket Truck Reconnect Fee	\$75.00	\$100.00	\$25.00

*After-hours services refer to any work conducted after 5:00 PM.

**The multiple trip fee applies only when the City must make more than one attempt to access a meter.

ORDINANCE 2025-06

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, ADOPTING FEES FOR SEPCIAL UTILITY SERVICES, PROVIDING FOR REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 58-39 of the Code of Ordinances of the City of Lockhart, Texas, provides that fees for special utility services may be established by ordinance; and

WHEREAS, the City Council finds that the attached fees are just and fair and reimburse the City for the costs of the services provided,

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

SECTION 1. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION 2. The fees for special utility services attached as Exhibit A are hereby adopted.

SECTION 3. All provisions of the Code of Ordinances of the City of Lockhart codified or uncoded, in conflict with the provisions of this ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Lockhart codified or uncoded, not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, or section of this ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this ordinance.

SECTION 5. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 6. This Ordinance shall take effect immediately from and after publication in accordance with the provisions of the City Charter and the Local Government Code.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas the _____ day of March 2025.

Lew White, Mayor

ATTEST:

Julie Bowermon, Interim City Secretary

APPROVED AS TO FORM:

Bradford E. Bullock, City Attorney



Exhibit A
Special Utility Fees

Utility Service Fees

308 W. San Antonio St. Lockhart, Tx 78644

512-376-2475 / Fax 512-376-4196

WWW.LOCKHART-TX.ORG

Service Type	Price
New/Transfer Account Fee	\$25.00
Residential Electric Deposit	\$100.00
Commercial Electric Deposit	\$300 (min) or 1/6 of estimated annual billing
Residential Water Deposit	\$50.00
Commercial Water Deposit	\$75.00
Meter Testing Fee	At Cost
Reconnect Fee	\$50.00
*After Hours Reconnection Fee	\$75.00
**Multiple Trip Fee	\$25.00 per trip
*After Hours Multiple Trip Fee	\$50.00 per trip
Tampering With A Meter	\$300.00
Bucket Truck Disconnect Fee	\$75.00
Bucket Truck Reconnect Fee	\$75.00
*After Hours Bucket Truck Reconnect Fee	\$100.00

*After-hours services refer to any work conducted after 5:00 PM.

**The multiple trip fee applies only when the City must make more than one attempt to access a meter.

City of Lockhart, Texas

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COUNCIL MEETING DATE: March 18, 2025

AGENDA ITEM CAPTION: Discuss the Real Estate Sales Contract and authorizing the purchase of a property located at 120 W. MLK Jr. Industrial Boulevard in the amount of \$1,750,000 for conversion into an indoor recreation center as a need identified in the Parks, Recreation, & Open Space Master Plan and authorizing closing costs associated with the purchase in an estimated amount of \$10,000.

ORIGINATING DEPARTMENT AND CONTACT: Administration -

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The City's *Lockhart Looking Forward Comprehensive Plan* and *Parks, Recreation & Open Space Master Plan* identified the need for an indoor recreation center as a community priority. The property (the "Property") located at 120 W. MLK Jr. Industrial Boulevard (Caldwell County Tax Appraisal District ID 39089) includes an existing theater building with accessibility from US 183, adequate parking, and ample interior space. A preliminary acquisition and conversion plan for converting the theater into a multi-purpose indoor recreation center, highlighting site details, renovation plans, staffing needs, and long-term community benefits, is attached.

Staff reviewed the Property listing with Council and an appraisal was ordered. Following the appraisal review, the Council authorized staff to negotiate a Purchase and Sale agreement with the owner. The property was originally listed for \$2,600,000. The listing price as of November 15, 2024 was \$2,300,000. The appraised value was \$1,650,000. The final negotiated purchase price for the property is \$1,750,000, with estimated closing costs not exceeding \$10,000. The City is not paying any real estate commissions.

The acquisition of this property will allow the City to provide an indoor recreation center to residents much sooner and at a lower cost than constructing a new facility, which is estimated to take 6–8 years and \$15-\$20 million to construct and furnish.

If approved, the next step is the procurement of a professional architectural/engineering design firm.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

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FISCAL NOTE (if applicable): The initial property acquisition and preliminary design costs will be a General Fund fund balance expenditure. These costs will be reimbursed to the General Fund from an upcoming Certificate of Obligation (CO) issuance in the next few months.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Theater Building Potential Conversion to a Recreation Center - 03.14.25, City of Lockhart - Real Estate Sales Contract - Theater

Theater Building Potential Conversion to a Recreation Center

03/14/2025

Attributes of the Site (120 W Martin Luther King Jr Industrial Blvd.)

- 13,293 sq. ft. building
- 24' ceiling height
- 2.1 acres of gross land area (91,476 sq. ft.)
- 104 parking spaces
- Visibility from Hwy 183
- Adjacent land owned by City (airport property)

Recommended Retrofit of the Site

Staff recommendation is that 4 of the theater rooms be enlarged by removing separating walls resulting in two large courts allowing for multi-purpose use:

- Basketball
- Volleyball
- Dodgeball
- Pickleball
- Climbing Wall

Staff recommendation for the two remaining smaller theater rooms is to convert them to dance/exercise studios to allow for:

- Group Exercise
- Yoga
- Pilates
- Stretching
- Spin Bikes

Other Uses

- Any of these spaces could be converted into meeting rooms and/or banquet seating in a few hours with floor coverings and Pipe/Drape treatments. *Covermaster* and *Greatmats* make quality temporary floor coverings in different styles. Recommended to have capabilities for a small space and large space for gatherings.
- There is also ample outdoor space to convert to outdoor courts in the future. These could include basketball, pickleball, beach volleyball, and fitness courts with shade canopies.
- This combination of spaces would also be ideal for youth summer camps or after-school programs.

(OVER)

Essential Facility Retrofits

- Existing restrooms (2) will need to add capacity for *at least* one shower stall in each with space to change clothes.
- A child-care space should be evaluated near the lobby for parent participants.
- Administrative offices and staff meeting/training space need to be included.
- Ample storage needs to be included for fitness/recreation equipment and banquet setup treatments and furnishings.
- Kitchen space would be nice – service kitchen (refrigerator, sink, counter space, outlets) (NOT Commercial grade kitchen with stove/cooking surfaces). This will allow for catered events.
- An elevator and a 2nd stairwell will need to be installed if there is a second-story use (administrative office or other uses).

Staffing Requirements

- 3 administrative full-time (Facility Manager, Programming Coordinator, Front Desk staff).
- Custodial (contract or in-house). Custodial requirements for recreational facilities require a higher degree of cleanliness than standard indoor facilities.
- Part-time positions dependent on scope of operations/programming (front desk, instruction, maintenance).
- Operating software will need to be acquired to manage point-of-sale, class registrations, and staff scheduling.

Why Now?

- An indoor Recreation Center is identified as a priority by Lockhart Citizens in the City's *Comprehensive Plan* and in the *Parks, Recreation, & Open Space Master Plan*.
- The building is available now.
- A new Recreation Center built at another location is likely 6-8 years away from completion and \$15-\$20 million to construct and furnish.
- The retrofit of this building is straightforward due to the type of building (exterior steel framing).
- Pursuing this opportunity does not preclude building a new Recreation Center at another site in the future. This building could be repurposed to serve as a Community Center, Senior Center, or City Offices in the future, with recreation components relocated to the new facility.

Next Steps

- Finalize Purchase and Sale Agreement
- Procure design professional
- Develop concept renderings

Prepared by: Travis Hughes, Director of Parks & Recreation

Real Estate Sales Contract

This Contract to buy and sell real property between CER Electrical Services, LLC, a Texas limited liability company ("Seller") and City of Lockhart, Texas, a home-rule municipality ("Buyer") is effective on the date of the last of the signatures by Seller and Buyer and by the Title Company as escrow agent as defined below to acknowledge receipt of the Contract and the Earnest Money in good funds ("Effective Date").

A. Purchase and Sale of Property

A.1. Purchase and Sale Agreement. Subject to the terms and provisions of this Real Estate Sales Contract (the "Contract"), Seller agrees to sell and convey to Buyer and Buyer agrees to buy and pay Seller for the property known as 120 W. MLK Jr. Industrial Boulevard (Caldwell County Appraisal District Property ID No. 39089) located at Lockhart, Caldwell County, state of Texas, and more fully described in Exhibit A ("Land"), together with improvements to the Land ("Improvements") described in Exhibit A, all collectively referred to as the "Property."

A.2. Purchase Price. The purchase price is ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,750,000) (the "Purchase Price") to be paid by Buyer to Seller for the sale and conveyance of the Property and will be payable in cash at the Closing.

A.3. Payment of the Purchase Price. The Purchase Price will be paid in cash or certified funds, as required by the Title Company.

A.4. Performance. All deadlines in this Contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or holiday. A holiday is a day, other than a Saturday or Sunday, on which state or local governmental agencies and financial institutions are not generally open for business where the Property is located. Time is of the essence.

B. Earnest Money

B.1. Deposit of Earnest Money. Upon execution of this Contract, Buyer will deposit Earnest Money in good funds in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000), along with this fully executed Contract by Seller and Buyer with Independence Title Company, (the "Title Company"), as escrow agent, located at 104 South Commerce Street, Lockhart, Texas 78644, which sum may be invested by the Title Company in a federally insured, interest-bearing account pending disposition thereof in accordance with this Contract (such sum and the interest accrued thereon being hereinafter referred to collectively as the "Earnest Money") and applied according to the terms of this Contract. The Title Company will acknowledge receipt of the Earnest Money by signing the Title Company's "Receipt for Earnest Money Deposit" at the end of this Contract and send copies thereof to Seller and Buyer.

B.2. Interest on Earnest Money. Buyer may direct the Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to the Title Company and satisfying the Title Company's requirements for investing the

Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will become part of the Earnest Money.

B.3. Application of Earnest Money. If the sale of the Property is consummated as contemplated in this Contract, the Earnest Money will be applied to the Purchase Price at Closing. If this Contract is terminated before consummation of the sale of the Property in accordance with this Contract, the Earnest Money will be applied in accordance with sections D. and G. below.

C. Title and Survey

C.1. Title Commitment; Title Policy. "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by the Title Company stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this Contract. "Title Policy" means an Owner Policy of Title Insurance issued by the Title Company in conformity with the last Title Commitment delivered to and approved by Buyer.

C.2. Survey. To be obtained by Buyer, at Buyer's expense if updated survey required by Title Company:

"Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by a Registered Professional Land Surveyor licensed by the state of Texas and acceptable to Buyer, Seller, and the Title Company. Any existing survey delivered by Seller must be accompanied by an affidavit detailing any changes to the Land and Improvements since the date of the Survey.

For purposes of the legal description for the Land to be included in the Title Policy and the Deed and other documents to be delivered at Closing, the field notes prepared by the surveyor will control any conflicts or inconsistencies with the legal description contained on Exhibit A herein or in the Title Commitment and such field notes will be incorporated herein by this reference upon completion and substituted on Exhibit A herein and included as the legal description for the Land in the Deed and the Title Commitment and Owner's and Loan policies.

C3. Delivery of Title Commitment, Survey, and Legible Copies. Seller must deliver the Title Commitment, the UCC Search, and legible copies of the instruments referenced in the Title Commitment within 10 days from the Effective Date of this Contract. If Seller's existing survey is not satisfactory to Buyer or the Title Company, Buyer must obtain a current Survey within 10 days from the Effective Date of this Contract.

C.4. Title Objections. Buyer has 10 days after delivery of the last of the Title Commitment, legible copies of the instruments referenced in the Title Commitment, and the Survey if a new Survey is required by Buyer or the Title Company ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has 5 days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before Closing ("Cure Notice"). If Seller does not timely

give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before Closing, Buyer may, within 5 days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this Contract is terminated or Buyer will proceed to close, subject to Seller's obligations, at or before Closing, to remove all liquidated liens; remove all exceptions that arise by, through, or under Seller after the Effective Date; and cure any other Title Objections that Seller has agreed to cure in the Cure Notice.

C.5. Partial Release of Liens. If, as of the Effective Date, the Property is subject to any liens that secure indebtedness in excess of the estimated net proceeds of the Purchase Price after the satisfaction of brokers' commissions and other transaction costs for which Seller is responsible, then Seller promptly must obtain a written agreement or agreements (collectively, the "Partial Release Agreement") binding and enforceable against the holders of such liens ("Holders") for the benefit of Seller. The Partial Release Agreement must constitute an agreement to release all of such liens with respect to the Property on the payment to the Holders of an amount that does not exceed the net proceeds of the Purchase Price after the satisfaction of brokers' commissions and other transaction costs for which Seller is responsible. If Seller is required to provide a Partial Release Agreement, the Inspection Period will not commence until the executed Partial Release Agreement, in a form reasonably satisfactory to Buyer, is delivered to Buyer.

D. Inspection Period and Buyer's Right to Terminate

D.1 Inspection Period. Buyer's inspection of the Property may be conducted commencing on the Effective Date of the Contract and ending at 5:00 P.M. local time where the Property is located, 35 days after the Effective Date (the "Inspection Period").

D.2 Buyer's Right to Terminate. Buyer may terminate this Contract for any reason by notifying Seller of the termination in writing before the end of the Inspection Period. Upon Buyer's delivery of written notice of termination to the Seller, the Title Company is hereby authorized to deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this Contract. Buyer will promptly return to Seller, or destroy as directed by Seller, all of Seller's records in Buyer's possession or control. After the delivery of the Earnest Money to Buyer, and Buyer's return or destruction of Seller's records, neither party will have further duties or obligations to the other under this Contract, except for those obligations that expressly survive termination of this Contract.

If Buyer does not deliver written notice to Seller of Buyer's termination of the Contract before the end of the Inspection Period, Buyer waives the right to terminate this Contract pursuant to this provision.

D.3. Review of Seller's Records. Seller will make available to Buyer copies of Seller's records specified in Exhibit C ("Seller's Records"), or otherwise make Seller's Records available for Buyer's review (for instance, through an online file sharing service), within 10 days from the Effective Date of this Contract.

D.4. Entry onto Property. Buyer and its duly authorized agents and representatives may enter the Property before Closing, at Buyer's cost and risk, subject to the following:

D.4.a. Upon Seller's written request, Buyer will deliver evidence to Seller that Buyer has commercial general liability insurance or similar type of coverage for municipalities, with coverages and in amounts that are substantially the same as those maintained by Seller or with such lesser coverages and in such lesser amounts as are reasonably satisfactory to Seller.

D.4.b. Buyer may not interfere in any material manner with existing operations or occupants of the Property.

D.4.c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller or Seller's representatives may be present during the tests.

D.4.d. If the Property is physically altered because of Buyer's inspections, Buyer must return the Property to its preinspection condition promptly after the alteration occurs.

D.4.e. Buyer must abide by any other reasonable entry rules imposed by Seller.

D.5. Environmental Assessment. Before the end of the Inspection Period, Buyer has the right to conduct environmental assessments of the Property. Seller will provide, or will designate a person with knowledge of the use and condition of the Property to provide, information requested by Buyer or Buyer's agent or representative regarding the use and condition of the Property during the period of Seller's ownership of the Property. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding the use and condition of the Property before Seller's period of ownership to the extent that the information is within Seller's possession or control.

D.6. Buyer's Indemnity and Release of Seller

D.6.a. Indemnity. Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's inspection of the Property, except those arising out of the acts or omissions of Seller and those for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this Contract and Closing, any other provision of this Contract to the contrary notwithstanding.

D.6.b. Release. **Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's inspection of the Property.**

E. Representations

The parties' representations stated in sections A. and B. of Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date. A party who becomes aware that any of the representations of either party are not true and correct will promptly notify the other party. Unless a party notifies the other party to the contrary on or before the Closing Date, or a party has actual knowledge to the contrary as of the Closing Date, each party is entitled to presume that the representations of the other party in Exhibit B are true and correct as of the Closing Date.

F. Condition of Property until Closing; Cooperation; No Recording of Contract

F.1. Maintenance and Operation. Until Closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) use the Property in the same manner as it was used on the Effective Date; (c) comply with all Leases and other contracts of Seller pertaining to the Property in effect on the Effective Date and all laws and all governmental regulations affecting the Property; and (d) not encumber, transfer, or dispose of any of the Property, except to sell inventory, replace equipment, and use supplies in the normal course of operating the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any Lease or other contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated Lease or other contract, including a copy of the Lease or other contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three days before the end of the Inspection Period, the Inspection Period will be extended for three days. After the end of the Inspection Period, Seller may not enter into, amend, or terminate any Lease or other contract that affects the Property without first obtaining Buyer's written consent, which Buyer will have no obligation to grant and, if granted, may be conditioned in any manner Buyer in its sole discretion deems appropriate.

F.2. Casualty Damage. Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before Closing. Buyer may terminate this Contract if the casualty damage that occurs before Closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen days after receipt of Seller's notice of the casualty (or before Closing if Seller's notice of the casualty is received less than fifteen days before Closing). If Buyer does not terminate this Contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) credit to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid or incurred by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this Contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage less any amounts previously paid or incurred by Seller to repair the Property.

F.3. Condemnation. Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this Contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before Closing if Seller's notice is received less than fifteen days before Closing). The condemnation will be deemed to materially affect Buyer's intended use. If Buyer does not terminate this Contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, (c) if the taking occurs before Closing, the description of the Property will be revised to delete the portion taken, and (d) no change in the Purchase Price will be made.

F.4. Claims; Hearings. Seller will notify Buyer promptly after Seller receives notice of any claim or administrative hearing that is threatened, filed, or initiated before Closing that involves or directly affects the Property.

F.5. Cooperation. Seller will cooperate with Buyer, (a) before and after Closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after Closing, and (b) before Closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

F.6. No Recording. Buyer may not file this Contract or any memorandum or notice of this Contract in the real property records of any county. If, however, Buyer records this Contract or a memorandum or notice, Seller may terminate this Contract and record a notice of termination.

F.7. Cessation of Marketing and Other Activities. During the term of this Contract, Seller (a) will not contract to sell or lease the Property or grant any easement or other rights to the Property to any other person (whether or not such contract is denominated as a "back-up" contract); (b) will cease all efforts to market the Property to any other prospective buyer or lessee thereof; and (c) will inform any such prospective buyer or lessee inquiring as to the status of the Property that it is under contract of sale.

G. Disposition of Earnest Money after Termination

G.1. To Buyer. If Buyer terminates this Contract in accordance with Buyer's rights to terminate as set forth in section D.2. (right to terminate before end of Inspection Period) or section I.1.a (Seller's default and Buyer's election to terminate and receive its Earnest Money less independent consideration), Buyer will send a request for release of the Earnest Money to Seller, with a copy to the Title Company, to be signed by Seller. If Seller fails to deliver a signed release to the Title Company within fifteen days after delivery of the request for release, Buyer may make a written demand on the Title Company for the Earnest Money, and the Title Company will promptly deliver a copy of the demand to Seller. Unless Seller delivers a written objection to the Title Company, within fifteen days after the Title Company delivers Buyer's written demand for the Earnest Money, the Title Company will, without any further authorization from Seller, deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this Contract.

G.2. To Seller. If Seller terminates this Contract in accordance with Seller's rights to terminate as set out in section I.3. (Buyer's default and Seller's termination and right to have the Earnest Money paid to Seller), Seller will send a request for release of the Earnest Money to Buyer, with a copy to the Title Company, to be signed by Buyer. If Buyer fails to deliver a signed release to the Title Company within fifteen days after delivery of the request for release, Seller may make a written demand on the Title Company for the Earnest Money, and the Title Company will promptly deliver a copy of the demand to Buyer. Unless Buyer delivers a written objection to the Title Company, within fifteen days after the Title Company delivers Seller's written demand for the Earnest Money, the Title Company will, without any further authorization from Buyer, deliver the Earnest Money to Seller.

H. Closing

H.1. Closing. This transaction will close ("Closing") at the Title Company's offices on or before **April 30, 2025** (the "Closing Date").

H.2. Conditions of Closing. Neither party will be obligated to close the sale and purchase of the Property unless the other party has satisfied the following conditions, any of which may be waived by the first party in its discretion:

H.2.a. Representations and Warranties. The representations and warranties of the other party must be true and correct at Closing.

H.2.b. Performance of Covenants and Agreements. The other party must have performed all covenants and agreements required to be performed at or before Closing by that party.

H.2.c. No Bankruptcy. No voluntary or involuntary proceeding in bankruptcy shall be pending with respect to that party.

H.3. Closing Documents; Title Company Documents. The parties will execute and deliver the following closing documents and any documents required by the Title Company.

H.3.a. Buyer will prepare Special Warranty Deed and deliver to Seller for review at least 5 days prior to closing.

H.3.b. At Closing, Seller will deliver the following items:

Special Warranty Deed

IRS Nonforeign Person Affidavit

Evidence of Seller's authority to close this transaction

H.3.c. At Closing, Buyer will deliver the following items:

Balance of Purchase Price

Evidence of Buyer's authority to close this transaction

The documents listed in these paragraphs H.3.a., H.3.b. and H.3.c. are collectively known as the "Closing Documents." Unless otherwise agreed by the parties before Closing, the Closing Documents for which forms exist in the current edition of the *Texas Real Estate Forms Manual* (State Bar of Texas) will be prepared using those forms.

H.3.d. Payment of Purchase Price. Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this Contract to the Title Company in funds acceptable to the Title Company. The Earnest Money will be applied to the Purchase Price.

H.3.e. Disbursement of Funds; Recording; Copies. The Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this Contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

H.3.f. Delivery of Originals. Seller will deliver to Buyer the originals of Seller's Records.

H.3.g. Possession. Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at Closing and any liens and security interests created at Closing to secure financing for the Purchase Price.

H.4. Transaction Costs

H.4.a. Seller's Costs. Seller will pay one-half of the escrow fee; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections agreed or required to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment; the costs to obtain certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in paragraph C.5. and Seller's records; any other costs expressly required to be paid by Seller in this Contract; and Seller's attorney's fees and expenses.

H.4.b. Buyer's Costs. Buyer will pay one-half of the escrow fee; the costs to prepare the deed; the costs to obtain, deliver, and record all documents other than those to be obtained or recorded at Seller's expense; the basic charge for the Title Policy; the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer, as well as the cost of any other endorsements or modifications of the standard form of Title Policy requested by Buyer; the cost of the Survey if required; the costs of work required by Buyer to have the Survey reflect matters other than those required under this Contract except changes required for curative purposes; any other costs expressly required to be paid by Buyer in this Contract; and Buyer's attorney's fees and expenses.

H.4.c. Ad Valorem Taxes. Ad valorem taxes on the Property for all years before the calendar year of Closing must be paid by Seller at or before Closing. Ad valorem taxes for the Property for the calendar year of Closing will be prorated between Buyer and Seller as of the Closing Date. If the ad valorem taxes for the current year are assessed, the Title Company will pay the current year's ad valorem taxes at Closing. If the ad valorem taxes for the current year are not assessed, Seller's portion of the prorated taxes will be paid to Buyer at Closing as a credit to the Purchase Price. Buyer will assume the obligation to pay, and will pay in full, such taxes for the year of Closing before delinquency. If the assessment for the calendar year of Closing is not known at the Closing Date, the proration will be based on tax rates for the previous tax year applied to the most current assessed value, and Buyer and Seller will adjust the prorations in cash within thirty days after the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after Closing.

H.4.d. Income and Expenses. Income and expenses, including service contracts assumed by Buyer, general and special assessments, and sewer, water and other utility costs pertaining to the Property will be prorated as of the Closing Date on an accrual basis and paid at Closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after Closing for operating expenses incurred on or before the Closing Date and not adjusted at Closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten days after receipt of Buyer's notice of the deficiency.

H.4.e. Postclosing Adjustments. If errors in the prorations made at Closing are identified within ninety days after Closing, Seller and Buyer will make post-closing adjustments to correct the errors within fifteen days after receipt of notice of the errors.

H.4.f. Brokers' Commissions. Other than the real estate broker disclosed in writing to the other party and the responsibility for the payment thereof set forth in such written disclosure, Buyer and Seller represent that there are no other real estate agents or brokers involved in this transaction and each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this Contract, whether the claimant is disclosed to the indemnitee or not.

H.5. Issuance of Title Policy. Seller will cause the Title Company to issue the Title Policy to Buyer promptly after Closing.

I. Default and Remedies

I.1. Seller's Default; Remedies before Closing. If Seller fails to perform its obligations under this Contract or if Seller's representations are not true and correct as of the Closing Date ("Seller's Default"), Buyer may elect one of the following as its sole and exclusive remedy before Closing:

I.1.a. Termination; Liquidated Damages. Buyer may terminate this Contract by giving notice to Seller on or before the Closing Date and have the Earnest Money, less \$100 as described above, returned to Buyer. Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, if Seller's Default occurs after Buyer has incurred costs to inspect the Property after the Effective Date and Buyer terminates this Contract in accordance with the previous sentence, Seller will also pay to Buyer as liquidated damages Buyer's actual out-of-pocket expenses incurred to inspect the Property after the Effective Date ("Liquidated Damages"), within ten days after Seller's receipt of Buyer's itemization of Buyer's Expenses accompanied by reasonable evidence thereof.

I.1.b. Specific Performance. Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this Contract, but any such action must be initiated, if at all, within 30 days after the breach or alleged breach of this Contract. If such action is not initiated within that period and this Contract has not previously been terminated, Buyer will be deemed to have elected to terminate this Contract as of the expiration of that period.

If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

I.1.c. Actual Damages. If Seller conveys or encumbers any portion of the Property before Closing so that Buyer's ability to enforce specific performance of Seller's obligations under this Contract is precluded or impaired, Buyer will be entitled to seek recovery from Seller for the actual damages sustained by Buyer by reason of Seller's Default, including attorney's fees and expenses and court costs.

I.2. Seller's Default; Remedies after Closing. If Seller's representations are not true and correct at Closing due to circumstances reasonably within Seller's control and Buyer does not become aware of the untruth or incorrectness of such representations until after Closing, Buyer will have all the rights and remedies available at law or in equity. If Seller fails to perform any of its obligations under this Contract that survive Closing, Buyer will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

I.3. Buyer's Default; Remedies before Closing. If Buyer fails to perform any of its obligations under this Contract ("Buyer's Default"), Seller may terminate this Contract by giving notice to Buyer on or before Closing and have the Earnest Money paid to Seller.

I.4. Buyer's Default; Remedies after Closing. If Buyer fails to perform any of its obligations under this Contract that survive Closing, Seller will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

I.5. Liquidated Damages. The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that Buyer's Liquidated Damages or the Earnest Money are reasonable forecasts of just compensation to the nondefaulting party for the harm that would be caused by a default.

I.6. Attorney's Fees. If either party retains an attorney to enforce this Contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

J. Miscellaneous Provisions

J.1. Notices. Any notice required by or permitted under this Contract must be in writing. Any notice required by this Contract will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by regular mail, personal delivery, courier delivery, or email and will be effective when received, provided that (a) any notice received on a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday. Any address for notice may be changed by not less than ten days' prior written notice given as provided herein.

Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

To Buyer: Steve Lewis, City Manager
City of Lockhart
PO Box 239
105 S. Colorado Street
Lockhart, Texas 78644
(512) 398-3461
slewis@lockhart-tx.org

With a copy to: Brad Bullock, City Attorney
Messer Fort, PLLC
4201 W. Parmer Lane, Ste. C-150
Austin, Texas 78727
(512) 600-2308
brad@txmunicipallaw.com

To Seller: Chris E. Riggins
CER Electrical Services
910 KCK Way
Cedar Hill, Texas 75104
(214) 677-2510
cer@cerelectricalservices.com

J.2. Entire Agreement. This Contract, its exhibits, and any Closing Documents are the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the Property or the sale of the Property by Seller to Buyer, and Buyer is not relying on any statements or representations of Seller or any agent of Seller, that are not in this Contract, its exhibits, and any Closing Documents.

J.3. Amendment. This Contract may be amended only by an instrument in writing signed by the parties.

J.4. Prohibition of Assignment. Buyer may not assign this Contract or Buyer's rights under it without Seller's prior written consent, which Seller has no obligation to grant and which, if granted, may be conditioned in any manner Seller deems appropriate, and any attempted assignment without Seller's consent is void. The consent by Seller to any assignment by Buyer will not release Buyer of its obligations under this Contract, and Buyer and the assignee will be jointly and severally liable for the performance of those obligations after any such assignment.

J.5. Survival. The provisions of this Contract that expressly survive termination or Closing and other obligations of this Contract that cannot be performed before termination of this Contract or before Closing survive termination of this Contract or Closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents control. The representations made by the parties as of Closing survive Closing.

J.6. Choice of Law; Venue. THIS CONTRACT IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CHOICE-OF-LAW RULES OF ANY JURISDICTION. VENUE IS IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

J.7. Waiver of Default. Default is not waived if the nondefaulting party fails to declare a default immediately or delays taking any action with respect to the default.

J.8. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Contract.

J.9. Severability. If a provision in this Contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Contract, and this Contract is to be construed as if the unenforceable provision is not a part of the Contract.

J.10. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this Contract.

J.11. No Special Relationship. The parties' relationship is an ordinary commercial relationship, and the parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.

J.12. Counterparts. If this Contract is executed in multiple counterparts, all counterparts taken together constitute this Contract. Copies of signatures to this Contract are effective as original signatures.

J.13. Confidentiality. This Contract, this transaction, and all information learned in the course of this transaction will be kept confidential, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to inspect the Property or Seller or Buyer to close this transaction. Remedies for violations of this provision are limited to injunctions, and no damages or rescission may be sought or recovered as a result of any such violations.

J.14. Binding Effect. This Contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

K. Exhibits

The following are attached to and are a part of this Contract:

- Exhibit A—Legal Description of Land
- Exhibit B—Representations
- Exhibit C—Seller's Records


Chris E. Riggins, Managing Member
Date: 3/11/2025

Lew White, Mayor
Date: _____

Title Company's Acceptance of Contract

The Title Company, by its execution and delivery of this Real Estate Sales Contract, acknowledges it is "the person responsible for closing" the transaction that is the subject of this Contract pursuant to section 6045(e) of the Internal Revenue Code and to prepare and file all informational returns, including, without limitation, IRS Form 1099S, and to otherwise comply with the provisions of section 6045(e) of the Internal Revenue Code, and acknowledges receipt of a fully executed counterpart of this Real Estate Sales Contract on this ____ day of _____, 2025.

Independence Title

By _____
Name:
Title:

Receipt for Earnest Money Deposit

The Title Company acknowledges receipt of the Earnest Money deposit of TEN THOUSAND AND NO/100 DOLLARS (\$10,000) required under this Real Estate Sales Contract on this ____ day of _____, 2025.

Independence Title

By _____
Name:
Title:

Exhibit A

Legal Description of Land

Property (including any Improvements): Lot 1, Block A, of ZIBLISKI SUBDIVISION, a subdivision in Caldwell County, Texas, according to the map or plat of record in Cabinet A, Slide 137, of the Plat Records of Caldwell, County, Texas conveyed to CER Electrical Services, LLC, a Texas limited liability company in Instrument No. 2024-001509, Official Public Records of Caldwell County, Texas.

Exhibit B

Representations

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date, unless Seller has given Buyer notice of any changes before the Closing Date that such circumstances have changed due to causes not reasonably within Seller's control.

A.1. Authority. Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this Contract. This Contract is binding on Seller. This Contract is, and all documents required by this Contract to be executed and delivered to Buyer at Closing will be, duly authorized, executed, and delivered by Seller.

A.2. Litigation. Seller has not received written notice and has no actual knowledge of any litigation pending or threatened against the Property or Seller that might adversely affect the Property or Seller's ability to perform its obligations under this Contract.

A.3. Violation of Governmental Requirements. Seller has not received written notice and has no actual knowledge of violation of any law, ordinance, regulation, restriction, or legal requirements affecting the Property or Seller's use of the Property.

A.4. Licenses, Permits, and Approvals. Seller has not received written notice and has no actual knowledge that any license, permit, or approval necessary to use the Property in the manner in which it is currently being used has expired or will not be renewed on expiration or that any material condition will be imposed to use or renew the same.

A.5. Condemnation; Zoning; Land Use; Hazardous Materials. Seller has not received written notice and has no actual knowledge of any condemnation, zoning, land use, hazardous materials, or other proceedings affecting the Property or any written inquiries or notices by any governmental authority or third party with respect to condemnation, zoning, or other land-use regulations or the presence of hazardous materials affecting the Property.

A.6. Terrorist Organizations Lists. Seller is not, and Seller has no actual knowledge that any of its partners, members, shareholders, owners, employees, officers, directors, representatives, or agents is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury or under any statute, executive order, or other governmental action.

A.7. No Other Obligation to Sell Property or Restriction against Sale. Seller is not obligated to sell any of the Property to any person other than Buyer. Seller's performance of this Contract will not cause a breach of any other agreement or obligation to which Seller is a party or by which Seller or the Property is bound.

A.8. No Liens. On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature not arising by, through, or under Buyer except the Permitted Exceptions or liens to which Buyer has given its consent in writing, and no work or materials will have been furnished to the Property by Seller that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent in writing.

A.9. Seller's Records. The records provided by Seller to Buyer for Buyer's inspections will be true, correct, and complete copies of the records in Seller's possession or control. The records that were prepared by or under Seller's supervision and control will be true, correct, and complete in all material respects. Unless Seller notifies Buyer to the contrary at the time of delivery of records provided by Seller to Buyer that were not prepared by or under Seller's supervision and control, Seller has no actual knowledge that such records are not true, correct, and complete in any material respect.

A.10. No Other Representation. Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

A.11. No Warranty. Except as set forth in this Contract and in the Closing Documents, Seller has made no warranty in connection with this transaction.

B. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date, unless Buyer has given Seller notice of any changes before the Closing Date that such circumstances have changed due to causes not reasonably within Buyer's control.

B.1. Authority. Buyer is a home-rule municipality duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this Contract. This Contract is binding on Buyer. This Contract is, and all documents required by this Contract to be executed and delivered to Seller at Closing will be, duly authorized, executed, and delivered by Buyer.

B.2. Terrorist Organizations Lists. Buyer is not, and Buyer has no actual knowledge that any of its partners, members, shareholders, owners, employees, officers, directors, representatives, or agents is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury or under any statute, executive order, or other governmental action.

Exhibit C

Seller's Records

To the extent that Seller has possession or control of the following items pertaining to and currently impacting the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in paragraph D.3.:

Governmental

governmental licenses, certificates, permits, and approvals

records of regulatory proceedings or violations (for example, condemnation, environmental)

Land

soil reports

environmental reports and other information regarding the environmental condition of the Property

engineering reports

prior surveys

site plans

Facilities

as-built plans, specifications, and mechanical drawings for improvements

warranty agreements

management, employment, labor, service, equipment, supply, and maintenance agreements

insurance policies and loss runs

ADA and other building inspection reports

engineering reports

environmental reports

incident reports

operating and maintenance plans (for example, asbestos maintenance plans)

life-safety plans

Licenses, Agreements, and Encumbrances

all licenses, agreements, including but not limited to agreements with adjacent property owners, and encumbrances (including all amendments and exhibits) affecting title to or use of the Property that have not been recorded in the real property records of the county or counties in which the Property is located

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 18, 2025

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING and consider approval of Ordinance 2025-03, annexing 84.981 acres out of the John A. Neill Survey, Abstract 20, Caldwell County, Texas, located east of the intersection of FM 1322 and Centerpoint Road and addressed as 2500 FM 1322.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: NOTE: The applicant has requested this hearing to be postponed until May 6, 2025.

This item is the rescheduled public hearing for the annexation of nearly 85 acres south of Seawillow Section One subdivision, located east of the intersection of FM1322 and Centerpoint Road. The hearing had originally been scheduled for December 17, 2024, but has been postponed twice at the applicant's request. The intended land use on the site is single-family residential. Although the property will be assigned an initial zoning of AO Agricultural-Open Space District, the next item on the agenda will be the public hearing regarding the proposed zoning of the property to RMD Residential Medium Density District. The property is currently located in the CCN for Aqua Texas Water. The applicant plans to petition to leave the Aqua CCN to allow connection to City water and wastewater services, both of which will require extension to reach the property.

In addition to the petition materials, the ordinance contains the annexation service agreement for the property. Most notably, the service agreement reflects that the property is not currently in the City water CCN and would require a release from the current CCN to facilitate City water service. The annexation service agreement has also been updated to reflect the adoption of the Lockhart Looking Forward Comprehensive Plan in November 2024.

PROJECT SCHEDULE (if applicable): Notice of the public hearing was originally placed in the Lockhart Post-Register in the November 27, 2024 edition. The hearing has been subsequently re-notified for the February 4 and March 18 meetings. Notice of the postponed hearing has been continuously posted on the City website since March 5. Letters were also sent to the required utilities and public entities on February 28.

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: City Council approved Resolution 2024-30 on November 19, 2024, setting the date of the public hearing for the annexation.

COMMITTEE/BOARD/COMMISSION ACTION: None.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Postpone public hearing regarding Ordinance 2025-03, annexing 84.981 acres located east of the intersection of FM 1322 and Centerpoint Road until May 6, 2025.

LIST OF SUPPORTING DOCUMENTS: Sendero Annexation Ordinance 2025-03, Ord 2025-03 Sendero Annexation ordinance exhibits A-C, Ord. 2025-03 Exhibit D Sendero Annexation Service plan 12.17.24, Sendero Annexation Map

ORDINANCE NO. 2025-03

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF LOCKHART, TEXAS, BY ANNEXATION OF CERTAIN TERRITORY, BEING APPROXIMATELY 84.981 ACRES OF LAND LOCATED IN CALDWELL COUNTY, TEXAS, AS DESCRIBED IN EXHIBIT "B" AND AS DEPICTED IN EXHIBIT "C", DESCRIBED AS 84.981 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHN A. NEIL SURVEY, ABSTRACT NUMBER 20, CALDWELL COUNTY, TEXAS; DIRECTING THE CITY SECRETARY TO FILE A CERTIFIED COPY OF THIS ORDINANCE WITH CERTAIN AUTHORITIES; DIRECTING THAT THE MAP OF THE CITY BOUNDARIES AND EXTRATERRITORIAL JURISDICTION BE UPDATED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR APPROVAL OF THE ANNEXATION SERVICE AGREEMENT FOR THE ANNEXED PROPERTY; GRANTING TO SAID ANNEXED PROPERTY AND ALL FUTURE INHABITANTS ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF SAID CITY; PROVIDING FOR SEVERABILITY; PROPER NOTICE AND MEETING; AND EFFECTIVE DATE.

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

WHEREAS, in accordance with the Annexation Petition dated September 23, 2024, attached hereto as Exhibit "A", and incorporated herein for all purposes, the landowner of the property has voluntarily requested and consented to the annexation of the Property; and

WHEREAS, the Property is adjacent to and contiguous to the boundaries of the City; and

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

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

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

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

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

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

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

SECTION 2. ANNEXATION. That the Property described as approximately 84.981 acres of land, Caldwell County, Texas, described in Exhibit "B" and depicted in Exhibit "C" attached hereto, and incorporated herein for all purposes, is hereby annexed into the City of Lockhart, Caldwell County, Texas, and that the corporate limits of the City of Lockhart shall be and the same are hereby extended to include the Property within the territorial limits of said City, and said Property and the present and future inhabitants thereof shall hereafter be entitled to all rights and privileges of citizens of Lockhart, Texas, and shall be bound by the provisions of all ordinances and codification of ordinances of said City.

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

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

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

SECTION 6. SEVERABILITY. That if any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

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

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

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

Passed and Approved: _____, 2025

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Bradford Bullock, City Attorney

EXHIBIT "A"

September 23, 2024

Via Electronic Mail

Steve Lewis
City Manager
308 W. San Antonio St.
Lockhart, TX 78644

RE: Annexation Request for 85 acres of land in the John A. Neill Survey, Abstract No. 20, Caldwell County, Texas, as more particularly described in Exhibit "A" attached hereto (the "**Property**")

Dear Mr. Lewis:

As owner of the above-described Property (the "Owner"), we respectfully submit this request for full-purpose annexation of the Property into the corporate limits of the City of Lockhart, Texas, to allow development of the Property as a single family residential community. A Zoning Change Application for Residential Medium Density (RMD) zoning district is being filed simultaneously herewith.

If you have any questions about this request or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this request.

Sincerely,


Steven Victor (Sep 23, 2024 15:14 CDT)

Steven L. Victor
Blackjack Block II, LLC

EXHIBIT "B"

LEGAL DESCRIPTION OF LAND

All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the JOHN A. NEILL SURVEY A-20 and also being a part of a tract of land called 254.813 acres and conveyed to William R. Clark et ux by deed recorded in Instrument #132443 of the Official Public Records of Caldwell County, Texas and being also all of a tract of land called 85.000 acres and conveyed to Charles D. Spillman et ux by deed recorded in Instrument #2016-005533 of the said Official Public Records and being more particularly described as follows:

BEGINNING at an 1/2" iron pin found in the SW corner of the above mentioned 254.813 acre tract and the SW corner of the above mentioned 85.000 acre tract and the NE line of Center Point Road (County Road #211) and the apparent NW corner of a tract of land called 82.278 acres and conveyed to Tom Blackwell Family Partners LP et al by deed recorded in Instrument #126410 of the said Official Records for the SW corner this tract.

THENCE with the West line of the said 254.813 acre tract and the West line of the said 85.000 acre tract and the East lines of Center Point Road and Farm to Market #1322 for the following Three (3) courses:

1) N 30 degrees 58 minutes 05 seconds W 1570.83 feet to a capped iron pin found (stamped "HINKLE SURVEYORS") in the PC of a curve.

2) With a curve turning to the left having a radius of 2907.19 feet and arc length of 210.56 feet and the chord of which bears N 28 degrees 42 minutes 34 seconds W 210.52 feet to a concrete monument found used for basis of bearing for the PT of the said curve.

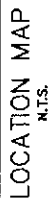
3) N 30 degrees 58 minutes 00 seconds W 777.51 feet to a capped iron pin found (Stamped "HINKLE SURVEYORS") in the NW corner of the said 85.000 acre tract for the NW corner this tract and from which point a capped iron pin found (Stamped "HINKLE SURVEYORS") used for basis of bearing bears N 30 degrees 58 minutes 00 seconds W 5018.08 feet.

THENCE N 79 degrees 31 minutes 17 seconds E over and across the said 254.813 acre tract and with the North line of the said 85.000 acre tract 1579.86 to a capped iron pin found (Stamped "HINKLE SURVEYORS") in the East line of the said 254.813 acre tract and the NE corner of the said 85.000 acre tract and the apparent West line of a tract of land called 358.536 acres and conveyed to David Acevedo et al by deed recorded in Volume 209 Page 425 of the said Official Public Records for NE corner this tract.

THENCE S 29 degrees 09 minutes 39 seconds E with the East line of the said 254.813 acre tract and the East line of the said 85.000 acre tract and the apparent West line of the above mentioned 358.536 acre tract 2533.21 feet to a 3/4" iron pipe found in the SE corner of the said 254.813 acre tract and the SE corner of the said 85.000 acre tract and the apparent North line of the above mentioned 82.278 acre tract for the SE corner this tract.

THENCE S 79 degrees 31 minutes 17 seconds W with the South line of the said 254.813 acre tract and the South line of the said 85.000 acre tract and the apparent North line of the said 82.278 acre tract 1503.45 feet to the PLACE OF BEGINNING containing 85.000 acres of land or 3702600 sq ft of land more or less.

84.981 ACRES OF LAND LOCATED IN THE JOHN A. NEILL SURVEY, ABSTRACT NO. 20, CALDWELL COUNTY, TEXAS, BEING THE SAME TRACT CALLED 85.000 ACRES RECORDED IN DOCUMENT NO. 2021-008619, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS.

TABLE 1. A*

- WONDERING HAVE BEEN LOCATED AT ALL MAJOR CORNERS OF THE SUBJECT. THE ADDRESS OF THE SITE IS 3814 PM 122ND STREET, TEXAS 76044.
2. ACCORDING TO MAP NO. 4000000000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR CALDWELL COUNTY, TEXAS, THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE A AND UNDESIGNED ZONE 3.
3. THE AREA OF THIS SITE IS 5.6831 ACRES.
4. NO BUILDINGS OBSERVED ON SITE AT THE TIME OF THE SURVEY.
5. NO FLOODING OBSERVED ON ANY OTHER ADJACENT OR NEARBY SITES.
6. NO OTHER COMMENTS.

[illegible][illegible]

Page 10

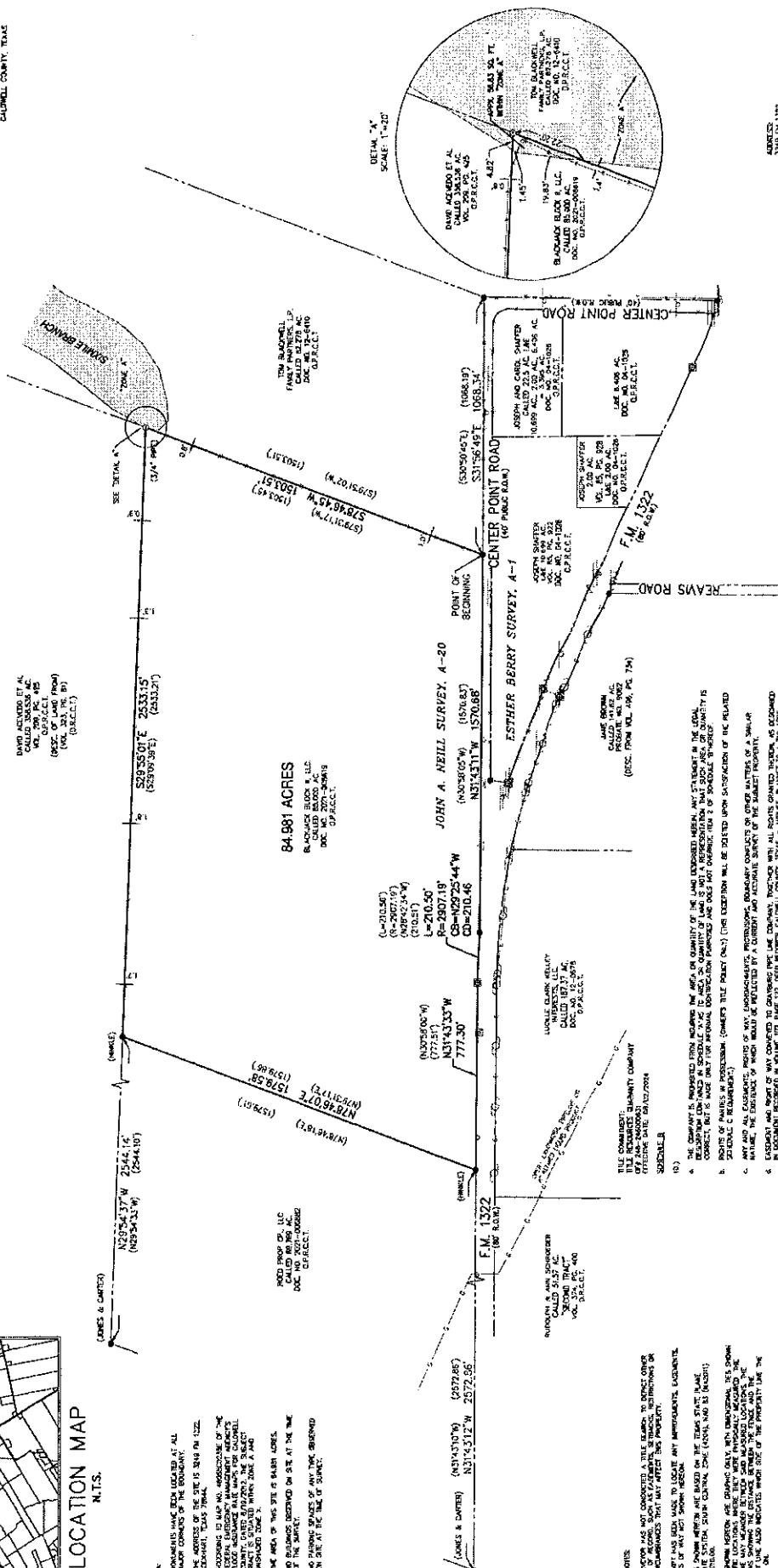
290 S. CASTELL AVE., STE. 100
NEW BRAUNFELS, TX 78130
TELEPS FROM F-10961
TELEPS FROM 19153900



SCALE: 1"=300'

0-03030-

- * PNO. 177 FROM PH.
 UNLESS OTHERWISE NOTED
 = PNO. CONCRETE MONUMENT
 (THAT TYPE IN)
 U.C. (PLOT LOCATION)
 P.C. (BORNEO COASTMENT)
 R.O. (PORT-OF-WAY)
 () (SEASIDE CALLS)
 T.O. (TOWN HALL)
 Y (QUARTER)
 D (TELEPHONE PRESTAL)
 D (WATER VALVE)
 D (ELECTRIC VALVE)
 () (OVERHEAD ELECTRIC)
 () (WIRE TOWER)
 PROJECT. (OFFICIAL PUBLIC RECORDS)
 CALWELL COUNTY, TEXAS
 O.R.C.C. (DEED RECORDS)
 CALWELL COUNTY, TEXAS



NOTES ON CONTRIBUTORS

Q. THE OFFSHORE CHARTER COMPANY HAS 430 EMPLOYEES?

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA/NSPS LAND TITLE SURVEYS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824,

* Only use these tags:

...

DECLASSIFIED AND PRE-OWNED ON 11/31/2022.

DATE _____ DAY _____ 2023

100

REGISTERED PROFESSIONAL LAND SURVEYOR, No. 6295

[illegible]

ORDINANCE EXHIBIT “D”

CITY OF LOCKHART SERVICE AGREEMENT FOR SENDERO ANNEXATION - 2024

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

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

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

1. Intent

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

The City shall provide the Annexed Property or cause the Annexed Property to be provided with services in accordance with this Agreement. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other agencies to provide such services, in whole or in part. The parties acknowledge and agree that it is not the intent of this Agreement to create any vested rights to develop the Annexed Property, until such time that development of the Annexed Property is commenced as evidenced by the submittal of one or more complete development applications in accordance with the City’s Code of Ordinances.

2. Police, EMS, and animal control

Immediately upon annexation, City of Lockhart Police will provide regular and routine patrols in the area as part of its overall patrol activities, and will respond to any calls for assistance. Similarly, Emergency Medical Services will be provided by the City and Caldwell County Emergency Services District No. 5 and animal control services will be provided by the City . The Bufkin Lane EMS station is the closest to and has the most direct access to this annexation area. No additional personnel or equipment is anticipated as a result of this annexation.

3. Fire protection

Immediately upon annexation, the Lockhart Fire Department will provide fire suppression service from Fire Station No. 1, located at 201 W. Market St. Fire prevention activities, including subdivision/building plan review and fire inspections of structures, will be provided by the City, or a firm contracted by the City. Although no additional personnel or equipment is anticipated as a result of this annexation, the pace of future development will determine the need for a fire substation in the southeast part of the city.

4. Solid waste collection

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

5. Water facilities

The closest City water mains are a 12-inch line along FM 1322 that is being connected to the Summerside Subdivision on the west side of FM 1322. The Annexed Property is adjacent to, but not within, the City's water service jurisdiction. It will be the Landowner or developer's responsibility to obtain a release from the water CCN in which the annexed property is located to allow the provision of City water to the site and addition to the City's CCN. Water line extensions are the responsibility of the Landowner or developer desiring service, in accordance with the City's subdivision regulations, water facility construction standards, and utility extension policy. The City of Lockhart will maintain any new public water facilities that are not in the service area of another utility, in accordance with standard City maintenance procedures.

6. Wastewater facilities.

The Annexed Property will be served by the City's centralized sanitary wastewater system which is not currently available to the Annexed Property. The cost of extending such centralized wastewater service to the Annexed Property shall be the Landowner's responsibility in accordance with the City's Utility Extension Ordinance, unless the city and the landowner agree to alternative arrangements. However, should the extension of such centralized wastewater system result in the City's oversizing of the wastewater system to serve properties outside of the Annexed Property or, in the event that the installation or construction of sewer system facilities will benefit the overall performance of the City's wastewater system to properties located outside of the Annexed Property, the Landowner's share shall be determined on a pro-rata basis and shall be limited to costs associated with the extension of the wastewater service to the Annexed Property. The City of Lockhart will maintain any wastewater facilities serving the Annexed Property in accordance with standard City maintenance procedures and the Code of Ordinances.

7. Electric service and street lighting

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

8. Streets and drainage

Access to the Annexed Property is currently provided by FM 1322. Immediately upon annexation, street and drainage facility and public rights-of-way maintenance will be performed by the Lockhart Public Works Department in accordance with standard City maintenance procedures for streets located within the subject area that are not under the jurisdiction of the State. Construction of new streets and drainage facilities is the responsibility of the Landowner or developer desiring them, in accordance with the City's subdivision regulations and street and drainage facility construction standards.

9. Traffic control

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

10. Parks and recreation

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

11. Public Library

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

12. Planning and zoning

Immediately upon annexation, the Annexed Property will be zoned "AO" Agricultural–Open Space District, in accordance with the City of Lockhart zoning ordinance. Any other zoning classification for specific parcels may be subsequently requested by individual property owners in accordance with the standard City application, notification, and public hearing procedures.

The Lockhart Looking Forward Comprehensive Plan adopted in 2024 shows the property as located in the Seawillow District. Land use decisions regarding the parcel will be subject to consistency with the mix of land uses listed as appropriate within the Seawillow District. The land use plan also indicates a future collector street passing along the southern boundary of the annexation area. All services of the Lockhart Planning Department will be available to residents and owners of annexed Property.

13. Building inspection and code enforcement

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

14. Environmental health code services

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

15. Floodplain management

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

16. Miscellaneous municipal facilities and services

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

17. Term and Effective Date

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

CITY OF LOCKHART

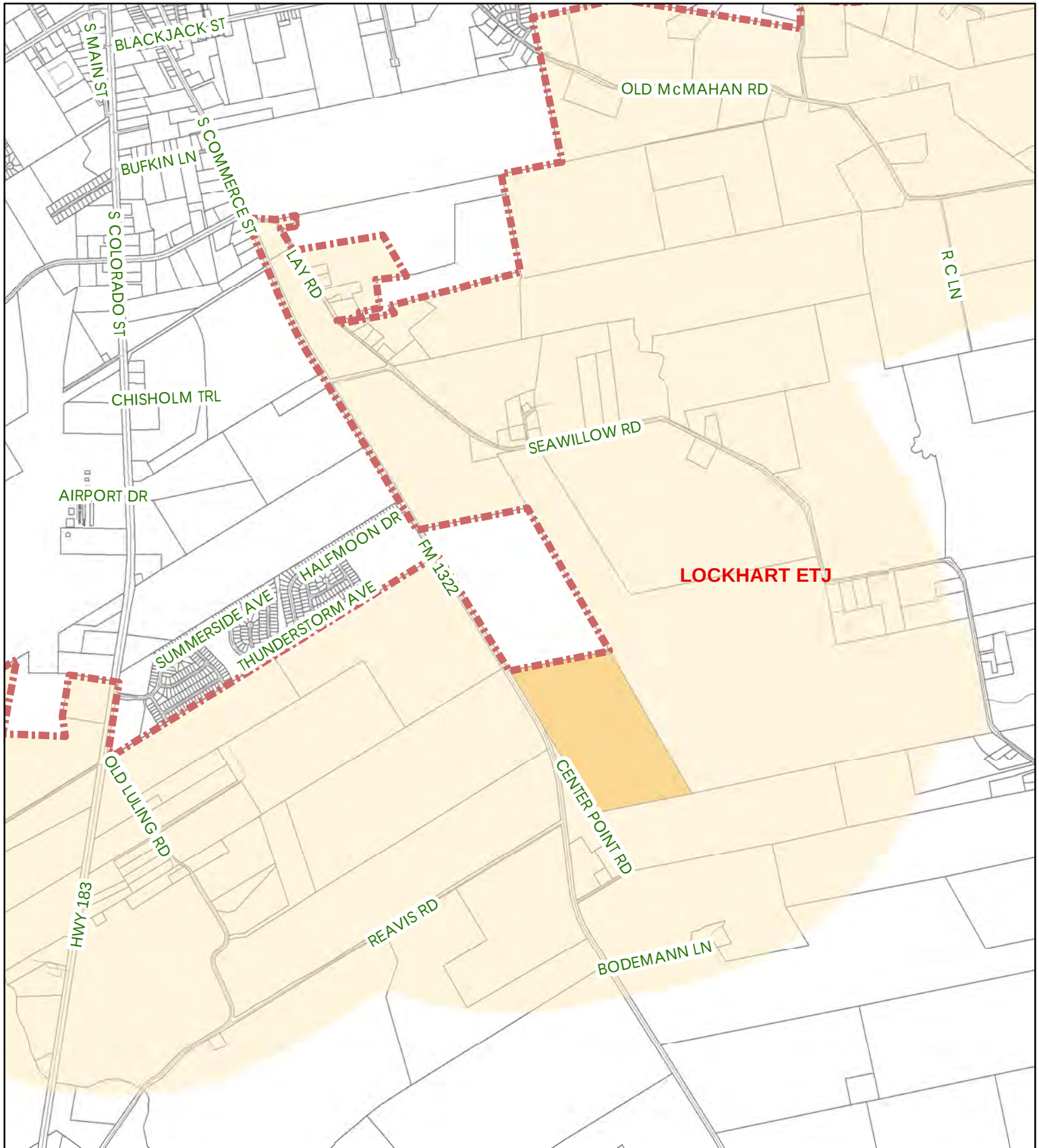
Lew White, Mayor

Date: _____

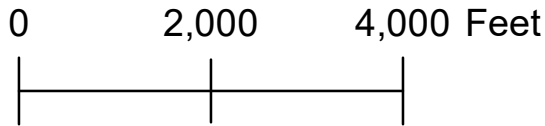
LANDOWNER

By:

Date: _____



CITY OF
Lockhart
TEXAS



Map Legend

-  SENDERO ANNEXATION
-  PARCEL BOUNDARY
-  LOCKHART ETJ
-  LOCKHART 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: March 18, 2025

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING on application ZC-24-08 by Talley J. Williams on behalf of Blackjack Block, LLC and discussion and/or action on Ordinance 2025-04 for a Zoning Change from AO Agricultural-Open Space District to RMD Residential Medium Density District on 84.981 acres in the John A. Neill Survey, Abstract No. 20, located east of the intersection of FM 1322 and Centerpoint Road and addressed as 2500 FM 1322.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: NOTE: The applicant has requested that this hearing be postponed until May 6, 2025.

This item is the rescheduled public hearing for the rezoning of the subject property from the AO Agricultural-Open Space District to RMD Residential Medium Density District. The hearing had originally been scheduled for December 17, 2024, but has since been postponed twice at the request of the applicant. The property is scheduled to be annexed at a public hearing to be held earlier in the same City Council meeting. The purpose of the proposed zoning change is to allow the construction of a single-family residential development of the SF-2 type, which is not possible in the AO zoning district. The site is adjacent to another development of the same type and other nearby areas with identical zoning.

The site is relatively flat, and does not have any areas within the one percent annual floodplain. The site is located past the current extent of the City's water and wastewater system, but will likely tie into utility extensions being built for other nearby subdivisions. The property is currently located within the Aqua water CCN, which means that the owner must obtain a release of the property from the Aqua CCN before the City can serve the property.

PROJECT SCHEDULE (if applicable): This zoning change requires the property be annexed into the City before the ordinance can be approved.

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: An annexation of the property is pending, which the City Council will consider in the agenda item preceding the zoning case.

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission considered the zoning change request at their December 11, 2024 meeting and unanimously recommended approval.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Postpone public hearing regarding Ordinance 2025-04, changing the zoning from AO to RMD until May 6.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2025-04, Ordinance 2025-04 Exhibit A, ZC2408 case map, ZC2408 aerial, ZC2408 zoning, Seawillow District chart, zc-24-08 staff report--council, ZC2408 application

ORDINANCE 2025-04

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY 84.981 ACRES IN THE JOHN A. NEILL SURVEY, ABSTRACT NUMBER 20, ADDRESSED AS 2500 FM 1322, FROM AO AGRICULTURAL-OPEN SPACE DISTRICT TO RMD RESIDENTIAL MEDIUM DENSITY DISTRICT.

WHEREAS, on December 11, 2024, the Planning and Zoning Commission held a public hearing and voted to recommend approval of said change; and,

WHEREAS, the City Council desires to amend the zoning map as provided in Section 64-128 of the Code of Ordinances; and,

WHEREAS, a public hearing was held in conformance with applicable law;

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

- I. The foregoing recitals are approved and adopted herein for all purposes.
- II. The above-referenced property described in Zoning Change request ZC-24-08, known as 84.981 acres in the John A. Neill, Abstract Number 20, more particularly described in Exhibit A, located at 2500 FM 1322, will be reclassified from AO Agricultural-Open Space District to RMD Residential Medium Density District.
- III. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or unenforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation.
- IV. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.
- V. Publication: That the City Secretary is directed to cause this ordinance caption to be published in a newspaper of general circulation according to law.
- VI. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 4th DAY OF FEBRUARY, 2025

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Bradford Bullock, City Attorney



290 S. Castell Avenue, Ste. 100
New Braunfels, TX 78130
(830) 625-8555
TBPE-FIRM F-10961
TBPLS FIRM 10153600

METES AND BOUNDS DESCRIPTION
FOR A 84.981 ACRE TRACT OF LAND
EXHIBIT "A"

Being a 84.981 acre tract of land located in the John A. Neill Survey, Abstract No. 20, Caldwell County, Texas, being that same called 85.00 acre tract, recorded in Document No. 2021-008619, Official Public Records, Caldwell County, Texas, said 84.981 acre tract of land being more particularly described as follows:

BEGINNING at an 1/2" iron pin found in the Northeast right of way line of Center Point Road for the Northwest corner of a called 82.278 acre tract recorded in Document Number 12-6410, Official Public Records, Caldwell County, Texas, same point being the Southwest corner of said 85.00 acre tract, recorded in Document No. 2021-008619, Official Public Records, Caldwell County, Texas;

THENCE with the West line of said 85.000 acre tract, same line being the Northeast right of way line of Center Point Road, continuing with the Northeast right of way line of FM 1322, the following three (3) calls:

1. N 31°43'11" W, a distance of 1570.68 feet to a found 1/2" Iron pin for a corner, and a beginning of a curve;
2. Along the arc of a curve to the left having a radius of 2907.19 feet, an arc length of 210.50 feet, and a chord bearing and distance of N 29°25'44" W, 210.46 feet to a found concrete TxDOT monument (TxDOT Type I) for a corner;
3. N 31°43'33" W, a distance of 777.30 feet to a found 1/2" iron pin with cap stamped "Hinkle" for the Southwest corner of a called 89.769 acre tract, recorded in document no. 2021-006882 Official Public Records, Caldwell County, Texas, same point being the Northwest corner of said 85.000 acre tract;

THENCE departing the Northeast right of way line of FM 1322, with the South line of said 89.769 acre tract and the North line of said 85.000 acre tract, N 78°46'07" E a distance of 1579.58 feet to a found 1/2" iron pin with cap stamped "Hinkle" in the Southwest line of a called 358.536 acre tract recorded in Volume 209, Page 425 Official Public Records, Caldwell County, Texas, same point being the Southeast corner of said 89.769 acre tract, the Northernmost corner of said 85.000 acre tract, and a corner of the herein described tract;

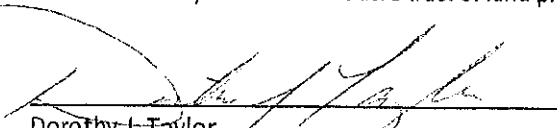
THENCE continuing the Southwest line of said 358.536 acre tract and the East line of said 85.000 acre tract, S 29°55'01" E, a distance of 2533.15 feet to a found 3/4" pipe in the North line of the aforementioned 82.278 acre tract for the Southwest corner of said 358.536 acre tract, same point being the Southeast corner of said 85.000 acre tract;

THENCE with the North line of said 82.278 acre tract and the South line of said 85.000 acre tract, S 78°46'45" W, a distance of 1503.51 feet to the POINT OF BEGINNING, containing 84.981 acres of land in Caldwell County, Texas.

Bearings shown hereon are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (NA2011) Epoch 2010.00.

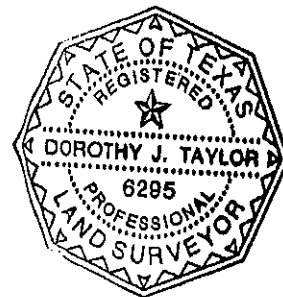
Written August 13, 2024.

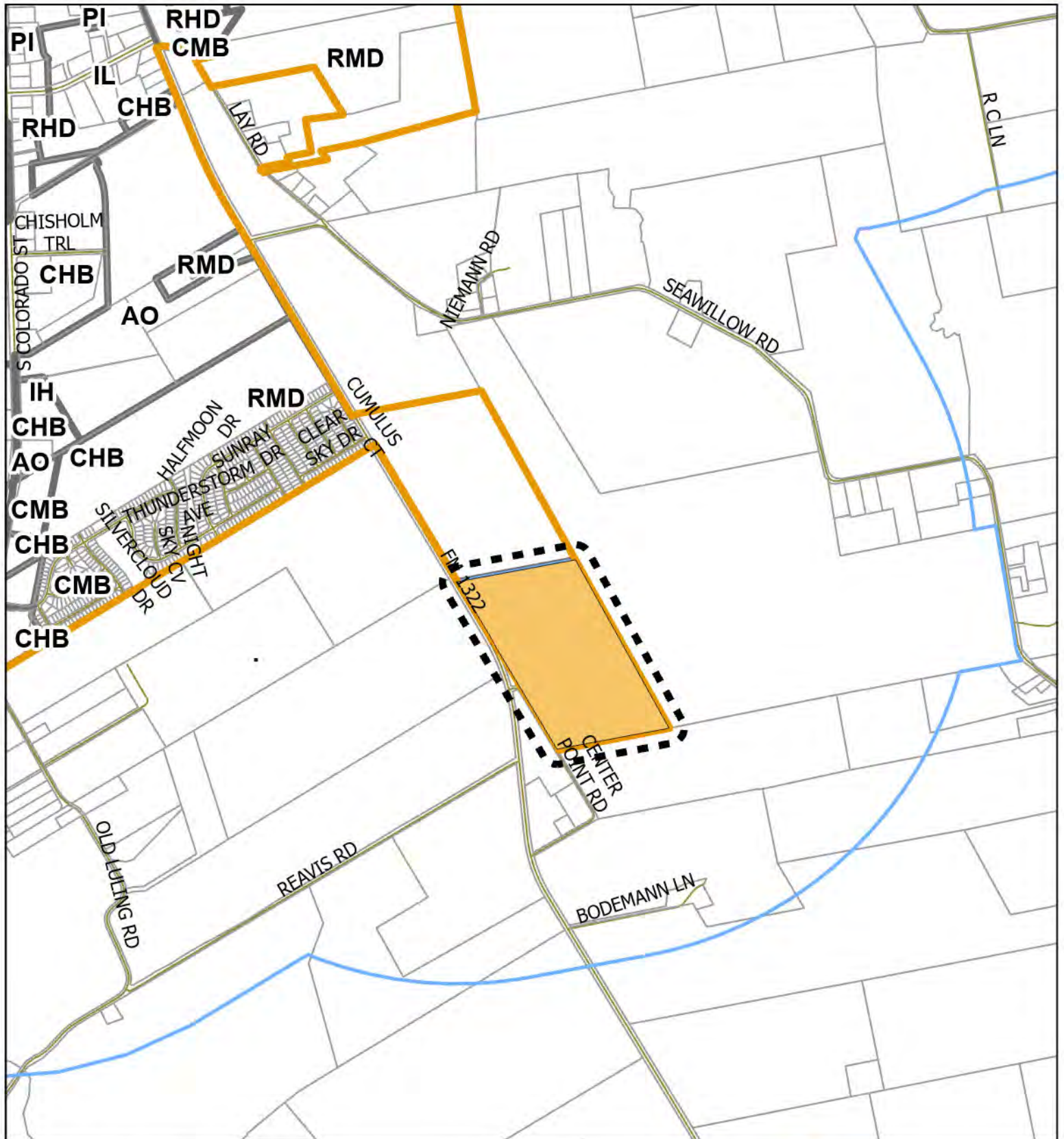
Reference survey of said 84.981 acre tract of land prepared this same date.


Dorothy J. Taylor

Registered Professional Land Surveyor No. 6295

S:\Projects\031 - DR Horton\031.109 - Sendero Tract Feasibility\M&B\84.981 AC. M&B.docx





ZC-24-08

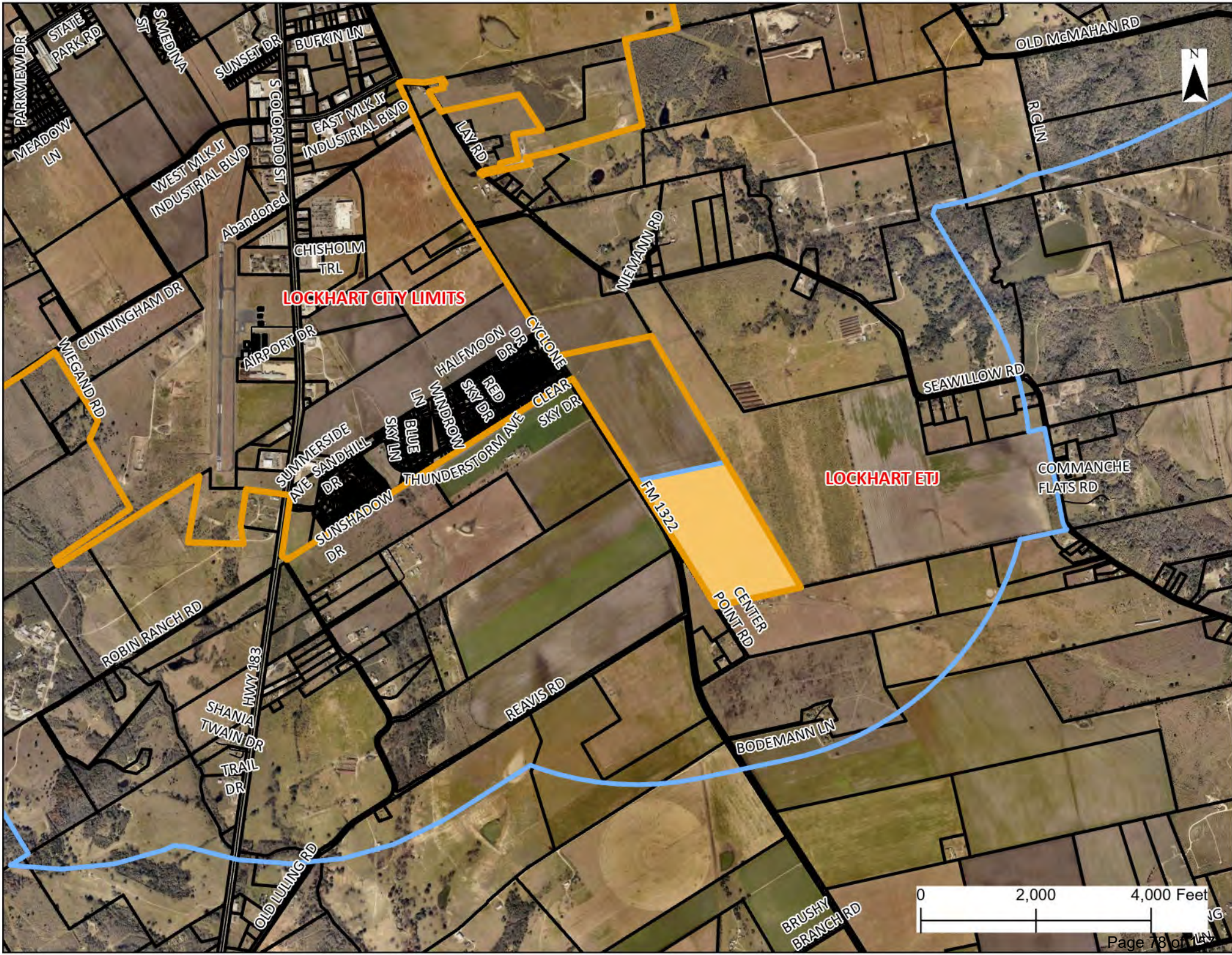
AO TO RMD

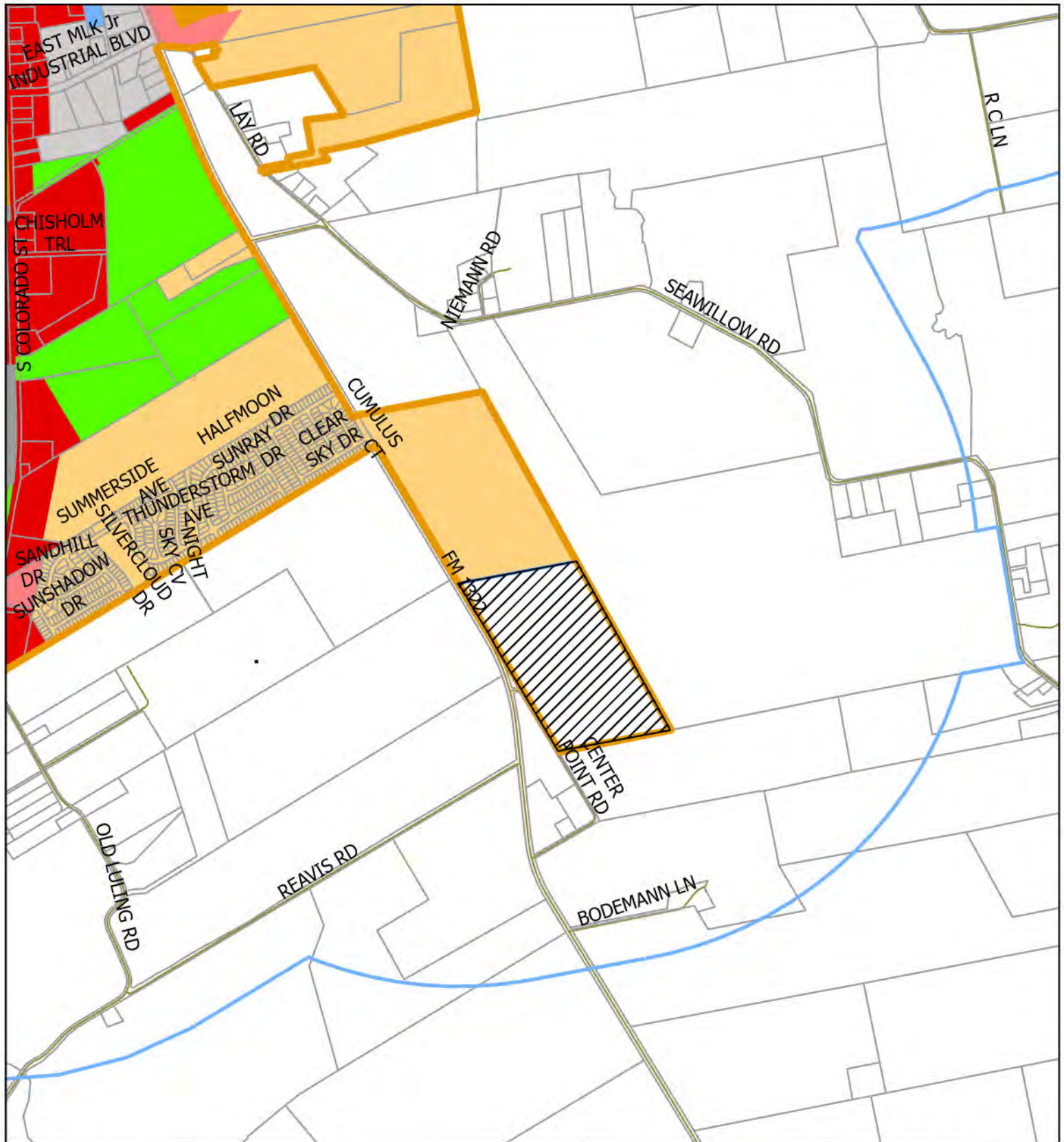
2500 FM1322



Scale 1" = 2000'

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





ZC-24-08

AO TO RMD

2500 FM1322



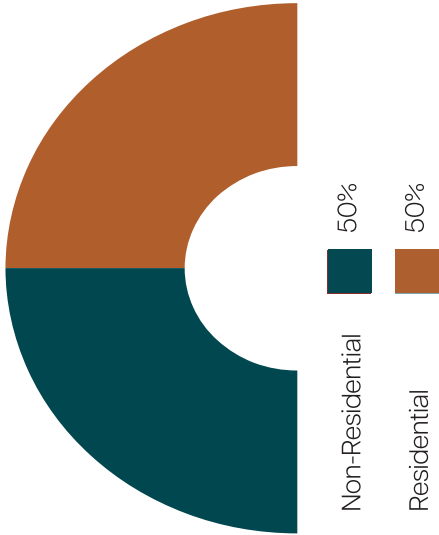
Scale 1" = 2000'

Zoning Districts

■ AO	■ MH
■ CCB	■ PDD
■ CHB	■ PI
■ CLB	■ RHD
■ CMB	■ RLD
■ IH	■ RMD
■ IL	

Seawillow District

Anchored by the potential Seawillow mixed use development, this district provides a mix of low-density housing as well as employment and industrial uses along FM 1322.



Residential Density	4 to 32 DUA
Intensity	40-80% Lot Coverage Low to Medium Intensity
Scale	1 to 2 Stories Low-rise



Project Type & Appropriateness		Compatibility Considerations
SFD	●●●●	
SFD + ADU	●●●●	
SFA	●●●●	Especially appropriate in local mixed use areas.
Small Multi-Family	●●●○	Appropriate closer to local corridors and multi-family areas. Not appropriate in cases where it creates significant difference in scale to adjacent residential uses.
Large Multi-Family	●●●○	
Retail/Entertainment	●●●○	Neighborhood-serving and local scale retail and entertainment uses are appropriate in local mixed use areas. More intense uses are appropriate along local corridors. Uses that are more likely to generate nuisances should be located away from residential uses.
Office	●●●○	Appropriate in employment and industrial areas.
Light Industrial	●●○○	
Heavy Industrial	●○○○	Industrial uses that are more likely to generate nuisances should be located away from residential uses.

CASE SUMMARY

STAFF: David Fowler, Planning Director

CASE NUMBER: ZC-24-08

REPORT DATE: January 28, 2025

PLANNING AND ZONING COMMISSION HEARING DATE: December 11, 2024

CITY COUNCIL HEARING DATE: February 4, 2025 (Originally scheduled for December 17, 2024)

REQUESTED CHANGE: AO to RMD

STAFF RECOMMENDATION: **Approval**

PLANNING AND ZONING COMMISSION RECOMMENDATION: **Approval**

BACKGROUND DATA

APPLICANT: Talley J. Williams
OWNER: Blackjack Block, LLC
SITE LOCATION: 2400 FM 1322
LEGAL DESCRIPTION: Metes and bounds
SIZE OF PROPERTY: 84.981 acres
EXISTING USE OF PROPERTY: Vacant land
LAND USE PLAN DESIGNATION: *Seawillow District*

ANALYSIS OF ISSUES

REASON FOR REQUESTED ZONING CHANGE: The property is scheduled to be annexed on December 17, 2024. Upon annexation, the property will be assigned AO Agricultural-Open Space zoning. The applicant proposes to rezone the subject property to develop a single-family residential subdivision. The initial AO zoning would allow single-family dwellings, but only on lots of one acre or larger. The RMD district has been requested, as the applicant intends to develop the subdivision consistent with the Single-Family 2 (SF-2) residential development type.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Subdivision under construction	RMD	<i>Seawillow District</i>
East	Vacant land, in Seawillow development	ETJ	<i>Seawillow District</i>
South	Agricultural use	ETJ	<i>Seawillow District</i>
West	Vacant land	ETJ	<i>Seawillow District</i>

TRANSITION OF ZONING DISTRICTS: There currently is a large block of RMD zoning to the north of the subject parcel in the form of section one of the Seawillow Development. This is the only portion of Seawillow that has been annexed to date. Other nearby areas are in the ETJ, including the rest of the Seawillow development area. Given that there is identical zoning adjacent and other nearby areas are likely to be the sites of residential or commercial development in the future, the transition of zoning districts reflected in the zoning pattern after the proposed zoning change will be appropriate.

ADEQUACY OF INFRASTRUCTURE: Adequate City water service is currently available in the FM 1322 right-of-way and is to be extended to the northern boundary of the site. City wastewater service will require a lengthy off-site extension along FM 1322 towards Blackjack Street (FM 20), which also will require the installation of a force main and lift station. This is planned as part of the development of the Seawillow development, and the developer of the subject property may be able to connect to this extension. Any subdivision of the property will require internal public streets, and stubs to neighboring properties and planned thoroughfares for connection to current and future development.

POTENTIAL NEIGHBORHOOD IMPACT: Because this is still a sparsely populated area, any adverse impact will likely be limited to increased traffic on FM 1322, and possibly streets within the Seawillow phase one. TxDOT will require a traffic impact analysis for all new street intersections along FM 1322 and could require safety improvements (center left-turn lane, right-turn transition lanes, traffic signals, etc.) that would be the responsibility of the developer to provide.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed RMD zoning is consistent with the uses listed within the Seawillow District within the comprehensive plan.

ALTERNATIVE CLASSIFICATIONS: None more appropriate.

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

STAFF RECOMMENDATION: Approval.

CITY OF

Lockhart

TEXAS

ZONING CHANGE APPLICATION

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

APPLICANT/OWNER

APPLICANT NAME Talley J. Williams

DAY-TIME TELEPHONE 512-404-2234

E-MAIL twilliams@mwswtexas.com

ADDRESS 221 W. 6th Street

Suite 1300

Austin, TX 78701

OWNER NAME Blackjack Block II, LLC

DAY-TIME TELEPHONE (312) 263-4141

E-MAIL svictor@dsiconsulting.com

ADDRESS 333 South Grand Ave

Suite 4100

Los Angeles, CA 90071

PROPERTY

2500 Fm 1322

ADDRESS OR GENERAL LOCATION Northeast of FM1322 and Center Point Rd

LEGAL DESCRIPTION (IF PLATTED) _____

SIZE 85 ACRE(S) LAND USE PLAN DESIGNATION Agricultural-open space

EXISTING USE OF LAND AND/OR BUILDING(S) Vacant Land

PROPOSED NEW USE, IF ANY Single Family - 2 (SF2)

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION Agricultural-Open Space (AO)

TO PROPOSED ZONING CLASSIFICATION Residential Medium Density (RMD)

REASON FOR REQUEST To allow development of the Property as a single family residential community

SUBMITTAL REQUIREMENTS

IF THE APPLICANT IS NOT THE OWNER, A LETTER SIGNED AND DATED BY THE OWNER CERTIFYING THEIR OWNERSHIP OF THE PROPERTY AND AUTHORIZING THE APPLICANT TO REPRESENT THE PERSON, ORGANIZATION, OR BUSINESS THAT OWNS THE PROPERTY.

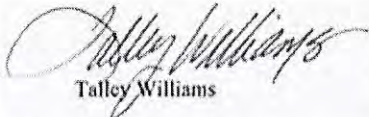
NAME(S) AND ADDRESS(ES) OF PROPERTY LIEN-HOLDER(S), IF ANY.

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

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

APPLICATION FEE OF \$ 10,250 PAYABLE TO THE CITY OF LOCKHART.

TO THE BEST OF MY KNOWLEDGE, THIS APPLICATION AND ASSOCIATED DOCUMENTS ARE COMPLETE AND CORRECT, AND IT IS UNDERSTOOD THAT I OR ANOTHER REPRESENTATIVE SHOULD BE PRESENT AT ALL PUBLIC MEETINGS CONCERNING THIS APPLICATION.

SIGNATURE  DATE 9/23/2024
Talley Williams

OFFICE USE ONLY

ACCEPTED BY D. Fowler RECEIPT NUMBER _____
DATE SUBMITTED 10/9/2024 CASE NUMBER ZC 24 - 08
DATE NOTICES MAILED 11-22-2024 DATE NOTICE PUBLISHED 11-28-2024
PLANNING AND ZONING COMMISSION MEETING DATE Dec. 11, 2024
PLANNING AND ZONING COMMISSION RECOMMENDATION Approval
CITY COUNCIL MEETING DATE Dec. 17, 2024
DECISION _____

OWNER AGENT AUTHORIZATION

August 12, 2024

To: State of Texas
Texas Department of Transportation
City of Lockhart
Caldwell County
Lockhart Water and Sewer
Aqua Water
Bluebonnet Electric
Centric Gas and Fiber
Texas Gas
AT&T Fiber
Spectrum Fiber
Any other governmental or quasi-governmental entity with jurisdiction over the Property

Re: 85 acres of land in the JOHN A. NEILL SURVEY, ABSTRACT NO. 20, Caldwell County, Texas,
as more particularly described in Exhibit "A" attached hereto (the "*Property*")

To Whom It May Concern:

The undersigned, **Blackjack Block II, LLC**, a Texas limited liability company ("*Owner*"), as owner of the above reference Property, hereby authorizes **Continental Homes of Texas, L.P.**, a Texas limited partnership, to act as agent for Owner in (i) executing applications for and other documents pertaining to permits, entitlements, utility service commitments, and approvals, (ii) attending private and public meetings, (iii) appearing before the State of Texas, Texas Department of Transportation, Caldwell County Commissioners Court, City Council of Lockhart, Lockhart Water and Sewer Department, Aqua Water, Bluebonnet Electric, Centric Gas and Centric Fiber, Texas Gas, AT&T Fiber, Spectrum Fiber, or any other governmental or quasi-governmental entity with jurisdiction over the Property, and (iv) taking any other actions as may be deemed necessary in order to obtain approval of any necessary permits, entitlements, utility service commitments, and approvals with respect to the Property.

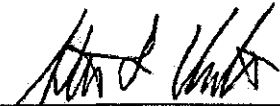
[SIGNATURES ON FOLLOWING PAGES]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

OWNER

Blackjack Block II, LLC
(a Texas limited liability company)

By: Inevitable Tech Inc. (f/k/a Iron Ox., Inc.)
(a Delaware corporation)
Its Sole Member

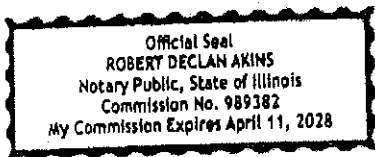
By: 
Steven L. Victor, Director and
Authorized Representative

STATE OF ILLINOIS §
 §
COUNTY OF COOK §

This instrument was acknowledged before me, the undersigned authority, this 21st day of August, 2024, by Steven L. Victor, Director and Authorized Representative of Inevitable Tech Inc. (f/k/a Iron Ox., Inc.), a Delaware corporation, Sole Member of Blackjack Block II, LLC, a Texas limited liability company, on behalf of said corporation and Blackjack Block II, LLC, a Texas limited liability company.

[SEAL]


Notary Public ★ State of Illinois





290 S. Castell Avenue, Ste. 100
New Braunfels, TX 78130
(830) 625-8555
TBPE-FIRM F-10961
TBPLS FIRM 10153600

METES AND BOUNDS DESCRIPTION
FOR A 84.981 ACRE TRACT OF LAND
EXHIBIT "A"

Being a 84.981 acre tract of land located in the John A. Neill Survey, Abstract No. 20, Caldwell County, Texas, being that same called 85.00 acre tract, recorded in Document No. 2021-008619, Official Public Records, Caldwell County, Texas, said 84.981 acre tract of land being more particularly described as follows:

BEGINNING at an 1/2" iron pin found in the Northeast right of way line of Center Point Road for the Northwest corner of a called 82.278 acre tract recorded in Document Number 12-6410, Official Public Records, Caldwell County, Texas, same point being the Southwest corner of said 85.00 acre tract, recorded in Document No. 2021-008619, Official Public Records, Caldwell County, Texas;

THENCE with the West line of said 85.000 acre tract, same line being the Northeast right of way line of Center Point Road, continuing with the Northeast right of way line of FM 1322, the following three (3) calls:

1. N 31°43'11" W, a distance of 1570.68 feet to a found 1/2" iron pin for a corner, and a beginning of a curve;
2. Along the arc of a curve to the left having a radius of 2907.19 feet, an arc length of 210.50 feet, and a chord bearing and distance of N 29°25'44" W, 210.46 feet to a found concrete TxDOT monument (TxDOT Type I) for a corner;
3. N 31°43'33" W, a distance of 777.30 feet to a found 1/2" iron pin with cap stamped "Hinkle" for the Southwest corner of a called 89.769 acre tract, recorded in document no. 2021-006882 Official Public Records, Caldwell County, Texas, same point being the Northwest corner of said 85.000 acre tract;

THENCE departing the Northeast right of way line of FM 1322, with the South line of said 89.769 acre tract and the North line of said 85.000 acre tract, N 78°46'07" E a distance of 1579.58 feet to a found 1/2" iron pin with cap stamped "Hinkle" in the Southwest line of a called 358.536 acre tract recorded in Volume 209, Page 425 Official Public Records, Caldwell County, Texas, same point being the Southeast corner of said 89.769 acre tract, the Northernmost corner of said 85.000 acre tract, and a corner of the herein described tract;

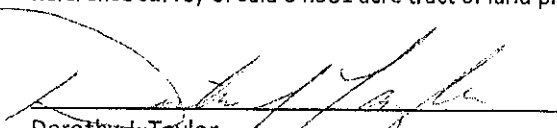
THENCE continuing the Southwest line of said 358.536 acre tract and the East line of said 85.000 acre tract, S 29°55'01" E, a distance of 2533.15 feet to a found 3/4" pipe in the North line of the aforementioned 82.278 acre tract for the Southwest corner of said 358.536 acre tract, same point being the Southeast corner of said 85.000 acre tract;

THENCE with the North line of said 82.278 acre tract and the South line of said 85.000 acre tract, S 78°46'45" W, a distance of 1503.51 feet to the POINT OF BEGINNING, containing 84.981 acres of land in Caldwell County, Texas.

Bearings shown hereon are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (NA2011) Epoch 2010.00.

Written August 13, 2024.

Reference survey of said 84.981 acre tract of land prepared this same date.


Dorothy J. Taylor

Registered Professional Land Surveyor No. 6295

S:\Projects\031 - DR Horton\031.109 - Sendero Tract Feasibility\M&B\84.981 AC. M&B.docx

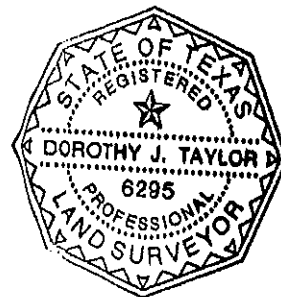


EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the JOHN A. NEILL SURVEY A-20 and also being a part of a tract of land called 254.813 acres and conveyed to William R. Clark et ux by deed recorded in Instrument #132443 of the Official Public Records of Caldwell County, Texas and being also all of a tract of land called 85.000 acres and conveyed to Charles D. Spillman et ux by deed recorded in Instrument #2016-005533 of the said Official Public Records and being more particularly described as follows:

BEGINNING at an 1/2" iron pin found in the SW corner of the above mentioned 254.813 acre tract and the SW corner of the above mentioned 85.000 acre tract and the NE line of Center Point Road (County Road #211) and the apparent NW corner of a tract of land called 82.278 acres and conveyed to Tom Blackwell Family Partners LP et al by deed recorded in Instrument #126410 of the said Official Records for the SW corner this tract.

THENCE with the West line of the said 254.813 acre tract and the West line of the said 85.000 acre tract and the East lines of Center Point Road and Farm to Market #1322 for the following Three (3) courses:

- 1) N 30 degrees 58 minutes 05 seconds W 1570.83 feet to a capped iron pin found (stamped "HINKLE SURVEYORS") in the PC of a curve.
- 2) With a curve turning to the left having a radius of 2907.19 feet and arc length of 210.56 feet and the chord of which bears N 28 degrees 42 minutes 34 seconds W 210.52 feet to a concrete monument found used for basis of bearing for the PT of the said curve.
- 3) N 30 degrees 58 minutes 00 seconds W 777.51 feet to a capped iron pin found (Stamped "HINKLE SURVEYORS") in the NW corner of the said 85.000 acre tract for the NW corner this tract and from which point a capped iron pin found (Stamped "HINKLE SURVEYORS") used for basis of bearing bears N 30 degrees 58 minutes 00 seconds W 5018.08 feet.

THENCE N 79 degrees 31 minutes 17 seconds E over and across the said 254.813 acre tract and with the North line of the said 85.000 acre tract 1579.86 to a capped iron pin found (Stamped "HINKLE SURVEYORS") in the East line of the said 254.813 acre tract and the NE corner of the said 85.000 acre tract and the apparent West line of a tract of land called 358.536 acres and conveyed to David Acevedo et al by deed recorded in Volume 209 Page 425 of the said Official Public Records for NE corner this tract.

THENCE S 29 degrees 09 minutes 39 seconds E with the East line of the said 254.813 acre tract and the East line of the said 85.000 acre tract and the apparent West line of the above mentioned 358.536 acre tract 2533.21 feet to a 3/4" iron pipe found in the SE corner of the said 254.813 acre tract and the SE corner of the said 85.000 acre tract and the apparent North line of the above mentioned 82.278 acre tract for the SE corner this tract.

THENCE S 79 degrees 31 minutes 17 seconds W with the South line of the said 254.813 acre tract and the South line of the said 85.000 acre tract and the apparent North line of the said 82.278 acre tract 1503.45 feet to the PLACE OF BEGINNING containing 85.000 acres of land or 3702600 sq ft of land more or less.

September 23, 2024

Via Electronic Mail

Steve Lewis
City Manager
308 W. San Antonio St.
Lockhart, TX 78644

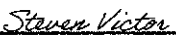
RE: Annexation Request for 85 acres of land in the John A. Neill Survey, Abstract No. 20, Caldwell County, Texas, as more particularly described in Exhibit "A" attached hereto (the "**Property**")

Dear Mr. Lewis:

As owner of the above-described Property (the "Owner"), we respectfully submit this request for full-purpose annexation of the Property into the corporate limits of the City of Lockhart, Texas, to allow development of the Property as a single family residential community. A Zoning Change Application for Residential Medium Density (RMD) zoning district is being filed simultaneously herewith.

If you have any questions about this request or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this request.

Sincerely,


Steven Victor (Sep 23, 2024 15:14 CDT)

Steven L. Victor
Blackjack Block II, LLC

**REGULAR MEETING
LOCKHART CITY COUNCIL**

APRIL 16, 2024

6:30 P.M.

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

Council present:

Councilmember John Castillo
Councilmember Juan Mendoza
Mayor Pro-Tem Angie Gonzales-Sanchez

Mayor Lew White
Councilmember Brad Westmoreland
Councilmember Jeffry Michelson

Council absent:

Councilmember John Lairsen

Staff present:

Steve Lewis, City Manager
Joseph Resendez, Assistant City Manager
Sean Kelley, Public Works Director

Megan Brua, City Attorney
Julie Bowermon, City Secretary
Randy Jenkins, Fire Chief

Citizens/Visitors Addressing the Council: Will Wachel of TRC Engineers.

Work Session 6:30 p.m.

Mayor White announced that Councilmember Lairsen will not attend the meeting. He 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 CITY COUNCIL MINUTES OF THE JUNE 6, 2023 AND JUNE 20, 2023 MEETINGS.

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

B. DISCUSS RAILROAD TRAIN HORN SOUNDING REQUIREMENTS AND THE PROCESS OF ESTABLISHING RAILROAD QUIET ZONES.

Mr. Kelley and Will Wachel of TRC Engineers gave a presentation and there was discussion regarding the process of establishing railroad quiet zones, which locomotive horns are not required to routinely sound through at-grade crossings, and the considerations needed to establish those zones.

The presentation included the following topics:

- What is a Railroad Quiet Zone?
- Railroad History
- Federal Railroad Administration
- Quiet Zone Establishment Process
- Examples of Supplementary Safety Measures
- Railroad Crossing Inventory within Lockhart City Limits
- Cost Considerations
- Potential Funding Opportunities
- Legal Considerations

C. DISCUSS AN UPDATE REGARDING A PROPOSED INTERLOCAL AGREEMENT FOR GROUND LEASES FOR CITY OF LOCKHART EMS STATIONS NOS. 1 AND 2 WITH ESD NO. 5.

Mr. Lewis stated that Mayor White and staff met with representatives from the ESD No. 5 Board regarding a short-term lease of the City's two EMS stations. ESD No. 5 members indicated the Board's desire to assume operational management of the County EMS system on January 1, 2025. Additional discussion centered on Lockhart's population forecasts, development pattern, and the City's existing rolling stock and equipment that could be acquired by the ESD.

In the near term, relative to the City's two EMS stations, it is envisioned that the existing stations could be made available to facilitate the transition. Key provisions of a potential lease include:

1. Term: an initial term of one year and an option for an additional year.
2. Rent: \$1.00 per month. ESD No. 5 responsible for a pro rata share of all utilities, internet, telephone, etc.
3. Use: ESD No. 5 accepts the stations in their present condition and "as is" for their uses. Upgrades and the furnishing of any additional equipment as needed is at the ESD's sole expense.
4. Maintenance: ESD No. 5 is responsible for routine maintenance.
5. Assignment: ESD No. 5 cannot assign or sublet.
6. Insurance: ESD No. 5 must continuously maintain customary property insurance coverages.
7. Indemnification: ESD No. 5 will indemnify and hold the City harmless.

No Council action is required at this time.

D. DISCUSS ORDINANCE 2024-10 ADOPTING THE CITY OF LOCKHART'S DROUGHT CONTINGENCY PLAN AND UTILITY PROFILE COMPLIANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND THE TEXAS WATER DEVELOPMENT BOARD (TWDB).

Mr. Kelley stated that the Texas Commission on Environmental Quality (TCEQ) and the Texas Water Development Board (TWDB) require updates to the Drought Contingency Plan (DCP) and Water Conservation Plan (WCP) every five years. Deadline for adoptions and submissions is May 1, 2024. The purpose of the DCP is to identify water use criteria that would trigger different levels of mandatory water restrictions and enforcement measures for the City if those levels are not met.

The most notable changes to the City's DCP are as follows:

- Revised single day water use triggers to follow 75%, 80%, 85%, and 90% capacity capabilities.
- Revised all stages of 3 consecutive day maximum water use triggers to reflect 85% of single day maximum water use trigger
- Adding the City's Website to the notification section
- Added use of Best Management Practices for Downtown Irrigation for Supply Management
- Adding measurable rain event to Stages 2-6 as requirement for termination
- Adding restrictive hours to patio misters during Stage 2 restrictions
- Stage 2 single day use trigger was revised to 2.56 MG from 3.2 MG, which was also the same as the Stage 3 trigger
- Pass-through use splash pads (Maple Park Splash Pad) to reduce use to no more than 3-days/week during stage 3 conditions and prohibiting use during stage 4 conditions
- Stage 3 limits on landscaping irrigation to 1 day/week to follow GBRA's adopted DCP for Luling water rights

- Stage 4 restriction of commercial carwash operations between the hours of 6am to 10am and 6pm to 10 during Critical Water Shortage Conditions
- Section XII added pertaining to wholesale water contracts

Furthermore, the WCP is used to set water-saving goals for the City over the next ten years. The City of Lockhart has a long-standing history of water conservation practices. The City has been abiding by Stage 1 water restrictions since 2008. During that time, the City of Lockhart had not reached the conditions necessary to achieve Stage 2 Water Restrictions. The DCP and WCP are adopted under the Code of Ordinances Sections 58-7 and is the responsibility of the city manager or designee to implement.

E. DISCUSS THE REAPPOINTMENT OF HOTEL OCCUPANCY TAX (HOT) ADVISORY BOARD MEMBERS FOR A TWO-YEAR TERM BEGINNING APRIL 16, 2024 THROUGH APRIL 15, 2026.

Mr. Resendez stated that according to Ordinance 2019-29, the City of Lockhart's Hotel occupancy Tax (HOT) Advisory Board consists of a five-member board that shall serve two-year terms. The board shall be comprised of the following: a lodging facility representative, the City Manager or his designee, a former member of the City Council, and two citizens nominated by the Mayor. The board member appointments must be confirmed by City Council. The terms for the current board members are from February 2022 through February 2024 and include Sally Daniel, Archana Gandhi, Steve Lewis, Alfredo Munoz, and Ray Sanders. Janet Grigar served as an alternate during this term. All board members, with the exception of Ms. Grigar, have indicated their interest in being reappointed for a new two-year term from April 16, 2024 through April 15, 2026. City Council may confirm reappointments of the same person to the same board for a new term in one meeting. New nominations will require the two-step appointment process. The next meeting of the HOT Advisory Board is tentatively scheduled for Tuesday, April 30th to review 2024 funding applications. The first round of board funding recommendations will be presented to City Council at a future meeting shortly thereafter. Applicants have been encouraged to attend the City Council to make formal presentations.

F. DISCUSS ENTERING INTO AN AGREEMENT WITH BRYCER, LLC (THE COMPLIANCE ENGINE) TO PROVIDE AN INTERNET-BASED TOOL TO ASSIST LOCKHART FIRE RESCUE WITH COLLECTING, ORGANIZING, AND TRACKING FIRE AND LIFE SAFETY SYSTEMS COMPLIANCE.

Chief Jenkins stated that the City of Lockhart has approximately 500 commercial businesses with a small percentage equipped with a fire sprinkler, fire alarm, or kitchen hood system. The adopted fire code requires these life safety systems to be inspected at least annually by a licensed contractor. *The Compliance Engine* provides a secure cloud environment in which third-party contractors who inspect, test, and maintain fire protection systems submit their reports via Brycer, LLC (The Compliance Engine) web portal directly to Lockhart Fire. The fire department will then be able to review, track, and follow-up with businesses to correct deficiencies and maintain systems. *The Compliance Engine* also sends out letters on the city letterhead and/or calls the business when an inspection or maintenance is due. The goal is to obtain 100% compliance and create a comprehensive and accurate database of commercial businesses which have life safety systems, when they were last tested or inspected, and if any open deficiencies exist which may cause the system to not operate properly. There is no cost to the City of Lockhart to enter into the agreement and use of *The Compliance Engine*. Each third-party contractor will pay a \$20 fee to upload a life safety system inspection into *The Compliance Engine*. The fee may be passed down to business owners. Section 108.3 (Recordkeeping) of the 2018 International Fire Code (IFC) as adopted by the City of Lockhart states “the fire code official is authorized to prescribe the form and format of such recordkeeping. The fire code official is authorized to require that certain required records be filed with the fire code official.” Central Texas cities using *The Compliance Engine* include San Marcos, New

Braunfels, Brenham, Austin, Kyle, Leander, Georgetown, Round Rock, Selma, Schertz, Sequin, Taylor and Universal City.

G. DISCUSS THE 2ND QUARTER FISCAL YEAR 2024 INVESTMENT REPORT.

Mr. Resendez stated that the Texas Public Funds Investment Act requires local governments to review and accept the quarterly investment reports for each quarterly reporting period of the fiscal year. He provided details about the 2nd Quarter Investment Report of Fiscal Year End (FYE) 2024, ending March 31, 2024.

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

ITEM 1. CALL TO ORDER.

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

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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

ITEM 3. PUBLIC COMMENT.

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

ITEM 4. CONSENT AGENDA.

Mayor Pro-Tem Sanchez made a motion to approve consent agenda items 4A and 4B. Councilmember Michelson seconded. The motion passed by a vote of 6-0.

The following are the consent agenda items that were approved:

4A: Approve City Council minutes of the June 6, 2023 and June 20, 2023 meetings.

4B: Acceptance of the 2nd Quarter Fiscal Year 2024 Investment Report.

ITEM 5-A. DISCUSSION AND/OR ACTION REGARDING ORDINANCE 2024-10 ADOPTING THE CITY OF LOCKHART'S DROUGHT CONTINGENCY PLAN AND UTILITY PROFILE COMPLIANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND THE TEXAS WATER DEVELOPMENT BOARD (TWDB).

Councilmember Castillo made a motion to approve Ordinance 2024-10, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 6-0.

ITEM 5-B. DISCUSSION AND/OR ACTION TO CONSIDER REAPPOINTMENT OF HOTEL OCCUPANCY TAX (HOT) ADVISORY BOARD MEMBERS FOR A TWO-YEAR TERM BEGINNING APRIL 16, 2024 THROUGH APRIL 15, 2026.

Mayor Pro-Tem Sanchez made a motion to re-appoint the Hotel Occupancy Tax Advisory Board members, as presented. Councilmember Castillo seconded. The motion passed by a vote of 6-0.

ITEM 5-C. DISCUSSION AND/OR ACTION TO CONSIDER ENTERING INTO AN AGREEMENT WITH BRYCER, LLC (THE COMPLIANCE ENGINE) TO PROVIDE AN INTERNET-BASED TOOL TO ASSIST LOCKHART FIRE RESCUE WITH COLLECTING, ORGANIZING, AND TRACKING FIRE AND LIFE SAFETY SYSTEMS COMPLIANCE.

Councilmember Westmoreland made a motion to approve the agreement with Brycer, LLC, as presented. Councilmember Castillo seconded. The motion passed by a vote of 6-0.

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

- Hotel Occupancy Tax (HOT) Funding Application Process.
- Update regarding Soccer Mini-Pitch at the LaFleur Soccer Complex.
- Report on LCRA Steps Forward volunteer program at Pecos Park.
- Update regarding Entrance Examinations for Public Safety positions: Police Officer exam April 19th; Fire Fighter exam May 4th.
- Utility extensions underway to the Real Cold storage facility site.
- Courthouse Nights music series begins April 19th.
- Kiwanis 5K Run - April 27th.
- Cinco de Mayo and 5K Run - May 3-4.

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

Councilmember Westmoreland expressed condolences to the family of Jimmy Crouch for their loss.

Councilmember Mendoza thanked the Education Foundation for the successful 50 Lions Who Can Cook event. He invited all to join in the upcoming Kiwanis 5K Run.

Mayor Pro-Tem Sanchez expressed condolences to the Crouch family for their loss. She thanked city employees for their assistance, and all involved with the 50 Lions Who Can Cook event.

Councilmember Castillo requested assistance with parking for disabled veterans in the community. He thanked all involved with the successful 50 Lions Who Can Cook event.

Councilmember Michelson thanked all that were involved with the successful 50 Lions Who Can Cook event.

Mayor White thanked all involved with the successful 50 Lions Who Can Cook event. He expressed condolences to the Crouch family for their loss. He invited all to attend the upcoming Courthouse Nights event and he thanked Rachel Lingvai and all involved with those events.

ITEM 8. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 7:53 p.m.

PASSED and APPROVED this the 18th day of March, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

**REGULAR MEETING
LOCKHART CITY COUNCIL**

MAY 7, 2024

6:30 P.M.

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

Council present:

Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

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

Staff present:

Steve Lewis, City Manager
Joseph Resendez, Assistant City Manager
David Fowler, Planning Director

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

Citizens/Visitors Addressing the Council: Peter Newell and Brian Perkins of the Guadalupe-Blanco River Authority; Greg Neal of the Lockhart Chamber of Commerce; and Citizen: Frank Sanchez.

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 PROCLAMATION DECLARING MAY 2024 AS MOTORCYCLE AWARENESS MONTH.

Mayor White presented the proclamation to members of the local motorcycle club.

B. PRESENTATION BY GUADALUPE-BLANCO RIVER AUTHORITY (GBRA) REGARDING CARRIZO GROUNDWATER SUPPLY PROJECT.

Peter Newell and Brian Perkins of GBRA provided an update and there was discussion about the Carrizo Groundwater Supply project.

Topics of discussion were as follows:

- CGSP WTP and BPS Construction Status
- San Marcos Water Treatment Plant improvements
- Pipeline installation update
- CGSP Expansion Participants
- CGSP TX-130 Expansion
- WaterSECURE Initiative
 - o Changes in population projections
 - o WaterSECURE activities
 - o WaterSECURE demand centers
 - o WaterSECURE timeline

C. DISCUSS HOTEL OCCUPANCY TAX (HOT) ALLOCATIONS AS RECOMMENDED BY THE HOT ADVISORY BOARD FOR THE 2024 FUNDING YEAR.

Mr. Resendez stated that on May 3, 2024, the Hotel Occupancy Tax (HOT) Advisory Board met to review and discuss Hotel Tax funding applications for FYE 2024. The City of Lockhart collects a 7% Hotel Occupancy Tax from hotels, bed & breakfasts, and other lodging facilities. The revenue from the HOT fund may be used only to directly promote tourism and the hotel and convention industry. The Funding Application Form provides applicants the specific eligible uses of HOT funds under state law requirements, outlines city policy, and provides guidance on the priority uses for Hotel Tax funds. This funding cycle, the City received eight applications from six organizations. The total amount requested was \$285,000. This is an increase of \$120,000 over the amount requested in FYE 2023. Applicants were recommended to make presentations to the Board. The following five organizations made formal presentations: Caldwell County Jail Museum, Gaslight-Baker Theatre, Greater Caldwell County Hispanic Chamber of Commerce, Lockhart Chamber of Commerce, and Troubador Image + Sound. After discussion and consideration, the HOT Advisory Board submits a proposed funding allocation of \$222,500 for FYE 2024 to Council for review and final approval. The Board funding proposal presents a balanced allocation that provides funding for two new applicants, Rach & Rhodes Presents and Troubador Image + Sound, while providing continued financial support to existing events and ongoing historical restoration and preservation projects. There was discussion about the FYE 2024 Application Funding Chart providing the HOT Advisory Board's detailed funding recommendations and the previous year's allocation history, and the submitted Funding Applications for review.

Greg Neal of the Lockhart Chamber of Commerce provided an update and explanation about their request for HOT funds that included their outreach, tourism promotional efforts for the community and necessary additional employees for the Chamber.

There was discussion regarding monitoring the air B&B's in the City of Lockhart and the permitting process.

D. DISCUSS CITY COUNCIL MINUTES OF THE JULY 18, 2023 MEETING.

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

E. DISCUSS SELECTION OF CONNOLLY ARCHITECTS & CONSULTANTS AS THE BEST QUALIFIED ARCHITECTURAL SERVICES COMPANY TO ASSIST THE CITY WITH UPGRADES AT THE LOCKHART ANIMAL SHELTER, APPROVING A PROFESSIONAL SERVICES AGREEMENT, AND APPOINTING THE CITY MANAGER TO SIGN THE AGREEMENT.

Mr. Kelley stated that advertisements for qualified architectural services for animal shelter upgrades were completed in compliance with requirements. Proposals were received from two companies which were ranked using qualification criteria and scored by City Engineer Will Wachel, P.E., Public Works Director Sean Kelley, and Police Chief Gary Williamson. The company submitting the best proposal was Austin, Texas based Connolly Architects & Consulting. Connolly's national practice includes more than 100 projects in 30 states. The Professional Services Agreement with Connolly Architects is for services in the amount of \$39,000. Connolly Architects & Consultants have done prior work for the Lockhart Animal Shelter. There was discussion.

F. DISCUSS PROPOSAL TO ASSIGN A RECENTLY-ANNEXED AREA TO A CITY COUNCIL DISTRICT AND DISCUSS ORDINANCE 2024-11, ADOPTING REVISED CITY COUNCIL BOUNDARIES.

Mr. Fowler stated that the subject property, approximately 53 acres located on the south and west frontages of FM 2001 north of SH 130, was annexed on January 18, 2024. This area has not yet been incorporated into one of the single-member City Council districts. As the area is contiguous with Council District 2, that would be the most sensible Council district in which to place the property. As the parcel is the site of an industrial planned development district, no voters are expected to reside on the property, thereby leaving the population balance of the single member Council districts unchanged. There was discussion.

G. DISCUSS CONDUCTING A FEASIBILITY STUDY REGARDING THE IMPLEMENTATION OF A RAILROAD QUIET ZONE IN THE CITY LIMITS BY TRC, INC., APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TRC, INC., AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT IF APPROVED

Mr. Kelley stated that on April 16, staff presented information regarding the process of establishing railroad quiet zones, which locomotive horns are not required to routinely sound through-gate crossings, and the considerations needed to establish those zones. Staff was directed to bring back a proposal for a feasibility study that would investigate the existing condition of the six railroad crossings in town and determine necessary safety measures for the crossings that may be necessary to establish a railroad quiet zone.

The Railroad Quiet Zone Feasibility study will cover the following scope of work:

- Traffic Count Data Collection at the six railroad crossings
- Federal Railroad Administration coordination
- Produce conceptual exhibits of each crossing depicting improvements that will be presented to implement the quiet zone
- Analyze and determine the Quiet Zone Risk Index (QZRI) calculator based on newly collected data
- Develop a Opinion of Probable Construction Cost for safety improvements that would be necessary to implement a quiet zone

Upon completion of the Railroad Quiet Zone Feasibility Study, the City Engineer will present the findings to City Council. There was discussion.

H. DISCUSS ORDINANCE 2024-12 AMENDING PORTIONS OF THE PERSONNEL POLICY SECTION 4-7, TO ADD JUNETEENTH AS HOLIDAY FOR CITY EMPLOYEES.

Mr. Lewis stated that in 2021, Juneteenth became a federal holiday in the United States - the first to be approved since Martin Luther King Jr. Day in 1983. Juneteenth, officially Juneteenth National Independence Day, is celebrated annually on June 19 to commemorate the ending of slavery. Since the official federal holiday designation in 2021, several local and county governments have designated Juneteenth as a holiday within their organization. Of 73 Texas cities recently surveyed, 54 now observe Juneteenth as a holiday. The cities of Bastrop, Elgin, San Marcos and Kyle, as well as Caldwell County, have all designated Juneteenth as a holiday and close non-emergency business operations on June 19th each year. Over the past 3 years following the federal holiday designation, there has also been a growing interest among some City of Lockhart employees to also observe the new federal holiday. Further, during the Evergreen 2020 City of Lockhart Classification and Compensation Study, Evergreen concluded that, at that time, the number of holidays Lockhart observed was similar to other peer cities. However, that study was completed prior to the 2021 designation of Juneteenth. Consequently, Lockhart now lags many surrounding peers that now

observe Juneteenth. If approved by City Council, City Offices would be closed on June 19th each year to provide employees with the opportunity to observe the federal holiday.

RECESS: Mayor White announced that the Council would recess for a break at 7:35 p.m.

ITEM 1. CALL TO ORDER.

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

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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.

Frank Sanchez, 2012 Almond Road, Dale, Texas, expressed concern about the enforcement of handicap parking.

ITEM 4-A. DISCUSSION AND/OR ACTION REGARDING HOTEL OCCUPANCY TAX (HOT) ALLOCATIONS AS RECOMMENDED BY THE HOT ADVISORY BOARD FOR THE 2024 FUNDING YEAR.

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

ITEM 4-B. DISCUSSION AND/OR ACTION REGARDING CITY COUNCIL MINUTES OF THE JULY 18, 2023 MEETING.

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

ITEM 4-C. DISCUSSION AND/OR ACTION REGARDING SELECTION OF CONNOLLY ARCHITECTS & CONSULTANTS AS THE BEST QUALIFIED ARCHITECTURAL SERVICES COMPANY TO ASSIST THE CITY WITH UPGRADES AT THE LOCKHART ANIMAL SHELTER, APPROVING A PROFESSIONAL SERVICES AGREEMENT, AND APPOINTING THE CITY MANAGER TO SIGN THE AGREEMENT.

Councilmember Lairsen made a motion to approve the selection of Connolly Architects & Consultants and agreement, as presented, to assist with upgrades at the Lockhart Animal Shelter. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 4-D. DISCUSSION AND CONSIDERATION OF PROPOSAL TO ASSIGN A RECENTLY-ANNEXED AREA TO A CITY COUNCIL DISTRICT AND DISCUSS ORDINANCE 2024-11, ADOPTING REVISED CITY COUNCIL BOUNDARIES.

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

ITEM 4-E. DISCUSSION AND/OR ACTION TO CONSIDER CONDUCTING A FEASIBILITY STUDY REGARDING THE IMPLEMENTATION OF A RAILROAD QUIET ZONE IN THE CITY LIMITS BY TRC, INC., APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TRC, INC., AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT IF APPROVED.

Mayor Pro-Tem Sanchez made a motion to approve the Feasibility Study and agreement, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 6-1, with Councilmember Lairsen opposing.

ITEM 4-F. DISCUSSION AND/OR ACTION REGARDING ORDINANCE 2024-12 AMENDING PORTIONS OF THE PERSONNEL POLICY SECTION 4-7, TO ADD JUNETEENTH AS HOLIDAY FOR CITY EMPLOYEES.

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

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

- May 21st Council Meeting - presentation by Rise Broadband regarding a new fiber connectivity project in Lockhart.
- Soccer Mini-Pitch update.
- San Jacinto elevated water storage tank repainting project update.
- City participation in the development of Caldwell County's Capital Improvement Plan update.
- Downtown Revitalization Project – sealed bids to be received on May 9th.

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

Councilmember Westmoreland congratulated the Hispanic Chamber on a successful Cinco de Mayo event. He congratulated the 7th Grade Lockhart Boys Golf team for winning District Championship.

Councilmember Mendoza congratulated the Hispanic Chamber for the Cinco de Mayo event and to the participants of the 5K running events.

Mayor Pro-Tem Sanchez expressed condolences to the families that have lost a loved one. She congratulated the Hispanic Chamber for the successful Cinco de Mayo event and to the participants of the 5K run. She thanked Courthouse Nights for a successful event and to the Lockhart school students that received awards and scholarships.

Councilmember Lairsen congratulated the Gaslight-Baker Theatre for ongoing live plays.

Councilmember Castillo congratulated the Gaslight-Baker Theatre for their plays and the Hispanic Chamber for a successful Cinco de Mayo event. He wished all mothers a Happy Mother's Day. He appreciated attending a fair housing information session.

Mayor White congratulated the Hispanic Chamber for a successful Cinco de Mayo event. He congratulated Mill Scale for an upcoming event.

ITEM 7. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ATTORNEY TO SEEK LEGAL ADVICE ABOUT MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH TEXAS OPEN MEETING ACT. Receive legal advice regarding possible sale of excess water rights.

Mayor White announced that the Council would enter Executive Session at 8:15 p.m.

ITEM 8. OPEN SESSION.

Mayor White announced that the Council would enter Open Session at 8:45 p.m.

There was no action taken.

ITEM 9. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 8:46 p.m.

PASSED and APPROVED this the 18th day of March, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

City of Lockhart, Texas

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COUNCIL MEETING DATE: March 18, 2025

AGENDA ITEM CAPTION: Discussion and consideration regarding receipt of the Lockhart Freedom Act first quarterly report.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On November 5, 2024, Lockhart voters approved a charter amendment known as the Lockhart Freedom Act, which aimed to “reform marijuana enforcement by city personnel” and decriminalize the possession of marijuana for four (4) ounces or less.

On December 3, 2024, Lockhart City Council passed a resolution acknowledging the passage of the Lockhart Freedom Act and its incorporation into the City Charter, while also acknowledging that state law prohibits cities from not fully enforcing drug laws, including those related to low-level cannabis enforcement. The resolution passed by the Lockhart City Council on December 3, 2024, calls on the Texas Legislature and U.S. Congress to provide clarification and guidance regarding ordinances similar to the Lockhart Freedom Act.

Prior to the passage of the Lockhart Freedom Act, Lockhart Police made 75 arrests related to all drug possession charges in 2024. In 2023, Lockhart Police made approximately 99 drug related arrests. However, not all drug arrests were linked to marijuana possession. The discovery of illegal marijuana possession may be used, at the officer’s discretion, to continue an investigation of other crimes. This includes driving under the influence, possession of a controlled substance, firearms violations, or other crimes that affect public safety.

Chapter 370.003 of the Texas Local Government Code provides that cities not adopt policies that do not fully enforce applicable state and federal drug laws, including marijuana.

The Texas Code of Criminal Procedure, which vests police officers with the authority and duty to enforce state law, also potentially conflicts with the City of Lockhart’s marijuana decriminalization charter amendment. Potentially inhibiting peace officers from fully enforcing drug laws could put officers in danger and hamper recruitment and retention efforts.

For these reasons, the City of Lockhart and the Lockhart Police Department worked with the City Attorney’s Office to implement provisions of the Lockhart Freedom Act that are not in conflict with state and federal law. After review, the City Attorney identified three sections that can be implemented to varying degrees:

- **Section 12.06 – Handling of Evidence:** Lockhart Police Department (LPD) officers currently document all illegal narcotics seizures. A report is filed detailing the grounds

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for each seizure, and all evidence is securely stored in accordance with the department's Evidence Policy.

- **Section 12.10 – Training & Policy Updates:** While LPD officers retain discretion to issue citations for possession of marijuana under two ounces, this practice has now been formally codified in Policy 7.46 – Marijuana Enforcement.
- **Section 12.12 – Quarterly Reports:** The LPD submits quarterly reports covering adult and juvenile arrests and citation counts. Moving forward, these reports will also include data on misdemeanor marijuana possession offenses, including:
 - o Total arrests and citations issued,
 - o Estimated personnel hours dedicated to enforcement,
 - o Demographic breakdowns of individuals charged (age, gender, race, and ethnicity).

This update provides transparency on enforcement practices.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Acknowledgment of quarterly report.

LIST OF SUPPORTING DOCUMENTS: Policy 7.46 Marijuana Enforcement, Misdemeanor Marijuana Enforcement (Nov. 5, 2024 to Mar. 6, 2025)

	LOCKHART POLICE DEPARTMENT	
	Policy 7.46 Marijuana Enforcement	
	Effective Date: 3/01/2025	Replaces:
	Approved: G.P. Williamson Chief of Police	
	Reference:	

I. POLICY

The Lockhart Police Department will consider its resources and its mission of protecting the community when exercising any discretion to avoid making arrests related to marijuana that the arresting officer and Department reasonably believe would not be prosecuted by local, state, or federal authorities. While the Lockhart Police Department does not specifically target marijuana enforcement, it is important to note that violent crimes, such as home invasion robberies, are often associated with low level amounts of marijuana. To that end, the Lockhart Police Department will exercise discretion to ensure laws are appropriately enforced without unreasonably burdening both our community as well as the resources of the department.

II. PURPOSE

The purpose of this general order is to provide members of the Lockhart Police Department with guidance for investigating the acquisition, possession, transportation, delivery, production or use of marijuana. These guidelines do not decriminalize marijuana, nor do they alter the penalties for the possession of a controlled substance.

III. PROCEDURES

A custody arrest may be made when individuals are found to be in possession of more than two ounces of marijuana, or found to be in possession of misdemeanor amounts of marijuana of less than two ounces and the following has occurred:

- a. The circumstances of the possession are indicative of marijuana distribution, such as:
 1. Multiple small individual baggies packed for resale.
 2. Presence of digital scales and/or packs of empty baggies.
 3. Officer observed hand-to-hand drug transaction; or
 4. The individual was involved in narcotics investigation.
- b. The individual possesses marijuana in conjunction with a firearm; or
- c. The individual will also be charged with an assault offense or violent felony.

All suspected marijuana shall be seized and processed as outlined in the Property and Evidence General Order.

IV. Citation in Lieu of Arrest

For marijuana possession alone, of two ounces or less, officers may issue a citation titled "Possession of Drug Paraphernalia," and release the offender from custody. Officers shall sufficiently identify the suspected offender with a form of government photo identification or, if a government photo identification is not available, through all reasonable available means to confirm the validity of the personal information provided by the individual.

IIV. Lab Testing

As required by HB 1325, passed by the State of Texas Legislature on June 10, 2019, lab tests must be completed to establish whether the suspected marijuana has a THC content of 0.3% or more. The Lockhart Police Department will utilize a Texas Department of Public Safety lab or will utilize a contracted lab that is fully accredited and approved to take tests. Only approved cases will be sent for testing.

MISDEMEANOR MARIJUANA ENFORCEMENT

(Arrests & Citations)

November 5, 2024 - March 6, 2025

DATE	CASE NUMBER	ARREST/CITATION	CHARGE	SUSPECT DESCRIPTION			
				AGE	GENDER	RACE	ETHNICITY
11/13/2024	2024110076	Arrest *	Poss Marij >2oz<=4oz	18	M	W	H
11/13/2024	2024110076	Arrest *	Poss Marij >2oz<=4oz	36	F	W	H
11/23/2024	2024110124	Arrest *	Poss Marij <2oz	31	M	B	n/a
12/24/2024	2024120131	Citation ^	Poss of Drug Para	27	M	W	H
12/25/2024	2024120134	Citation ^	Poss of Drug Para	35	F	W	H
12/29/2024	2024120145	Citation ^	Poss of Drug Para	44	M	W	n/a
1/4/2025	2025010012	Citation ^	Poss of Drug Para	18	M	W	H
1/14/2025	2025010051	Citation ^	Poss of Drug Para	21	M	W	H
2/15/2025	2025020054	Citation ^	Poss of Drug Para	28	M	B	n/a
3/1/2025	2025030002	Citation ^	Poss of Drug Para	35	M	W	H
3/3/2025	2025030010	Citation ^	Poss of Drug Para	37	M	W	H

* - Possession of marijuana along with other illegal narcotics.

^ - Possession of Drug Paraphernalia citation in lieu of arrest for Possession of Marijuana.

EST. HOURS

1 hr 00 min
2 hrs 00 min
1 hr 08 mins
0 hr 28 mins
1 hr 21 mins
0 hr 24 mins
0 hr 18 mins
0 hr 23 mins
0 hr 24 mins
0 hr 19 mins

City of Lockhart, Texas

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COUNCIL MEETING DATE: March 18, 2025

AGENDA ITEM CAPTION: Discussion and/or action to provide guidance on the scope of work for the remodel of Fire Station No. 1 located at 201 W. Market St. based on the 50% construction drawings.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins, Joseph Resendez

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: Previously, on September 17, 2024, the City Council approved Resolution 2024-24 to award the contract for Construction-Manager-At-Risk (CMAR) to D. Wilson Construction Co. for the remodel of Fire Station #1. Also, at the same meeting, Resolution 2024-23 was approved for the contract proposal of Studio Steinbomer to provide professional architectural and engineering services for the Fire Station #1 remodel.

Update

The construction documents have been approximately 50% completed by Studio Steinbomer and construction costs have been estimated and updated by D. Wilson Construction Co. based on current cost of labor and materials. Due to the price feedback from sub-contractors and suppliers and the CMAR's cost of services, the cost of the original base scope of work increased from the previous project estimate of \$735,000. Staff worked with Studio Steinbomer and D. Wilson to develop a reduced base scope for essential items and remove exterior improvements as an add-alternate to the project.

Further, based on feedback from Studio Steinbomer, an assessment of the roof was completed by an outside consultant. The results of the assessment provided the following summary:

'We find the low-sloped roofs to be in fair condition. We find the sloped tile roof functioning as intended without indications of water intrusion. We find the bell tower roof to be seriously deteriorated and the bell tower framing to be in fair condition. Therefore, we recommend maintenance-type repairs to the low-sloped roofs and the bell tower mounting and cable bracing. We recommend replacement of the cementitious [cement asbestos] tile roofs. We recommend replacement of the bell tower roof, and cleaning and coating of the bell tower framing. We recommend scheduling a wholesale replacement of the low-sloped roofs in the future.'

Based on this assessment, an option to include the roof as an add-alternate are also included below.

The updated project costs, including the roof and exterior improvements as add-alternates to

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the base scope, are provided below. Each option includes the following costs: 10% construction contingency, contractor costs for general conditions, contractor's construction fees, architectural design services, and asbestos abatement.

Original Base - \$1,577,251

Demolition, life safety systems, electrical, plumbing, drywall, flooring, HVAC, paint, appliances, diesel exhaust system, acoustic ceiling, framing, casework, repointing masonry, and shower, etc. Overhead doors, replacement windows, signage, and exterior painting.

Option 1 - Reduced Base - \$1,269,923

Demolition, life safety systems, electrical, plumbing, drywall, flooring, HVAC, paint, appliances, diesel exhaust system, acoustic ceiling, framing, casework, repointing masonry, and shower, etc. ~~Overhead doors, replacement windows, signage, and exterior painting.~~ Reduction in cost allowance for various smaller line-items.

Option 2 - Reduced Base + Roof - \$1,522,353 (+ \$252,430)

Abatement and replacement of the cementitious [cement asbestos] tile roofs. Replacement of the bell tower roof and replacement of the low-sloped roof. Also includes costs for required contract amendments to the Architect and CMAR agreements. Requires a review by Lockhart Historical Commission.

Option 3 - Reduced Base + Roof + Exterior Improvements - \$1,817,939 (+ \$548,016)

Abatement and replacement of the cementitious [cement asbestos] tile roofs. Replacement of the bell tower roof and replacement of the low-sloped roof. Also includes costs for required contract amendments to the Architect and CMAR agreements. Overhead doors, replacement windows, signage, and exterior painting. Requires a review by Lockhart Historical Commission.

Staff request guidance from the City Council on the scope of work to move forward with to complete the construction documents and determining the Guaranteed Maximum Price (GMP). Once the GMP is determined based on the revised scope of work, it will be brought back to the City Council for final approval.

PROJECT SCHEDULE (if applicable): Estimated construction time of 6 months.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: Previously, on September 17, 2024 the City Council approved Resolution 2024-24 to award the contract for Construction-Manager-At-Risk (CMAR)

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to D. Wilson Construction Co. for the remodel of Fire Station #1. Also, at the same meeting Resolution 2024-23 was approved for the contract proposal of Studio Steinbomer to provide professional architectural/engineering services for the Fire Station #1 remodel.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: To provide direction on the scope of work for the remodel of Fire Station #1 located at 201 W. Market St..

LIST OF SUPPORTING DOCUMENTS:

City of Lockhart, Texas

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COUNCIL MEETING DATE: March 18, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding Resolution 2025-10 to update park pavilion and swimming pool rental fees.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: An update to park pavilion and swimming pool fees was presented to Council on March 4, 2025. This Resolution will update these fees as indicated in Exhibit A.

PROJECT SCHEDULE (if applicable): Immediate

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: Park pavilion and swimming pool rental fees were last updated on December 3, 2002.

COMMITTEE/BOARD/COMMISSION ACTION: The Parks Advisory Board recommended approval of the rental fee updates on January 23, 2025.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends adoption of the Resolution as presented.

LIST OF SUPPORTING DOCUMENTS: RESOLUTION 2025-10 - Pavilion and Swimming Pool Rental Fees Update

RESOLUTION 2025-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, UPDATING THE PARK PAVILION AND SWIMMING POOL RENTAL FEES.

WHEREAS, the City may charge fees for the rental and utilization of park pavilions and facilities; and

WHEREAS, the City last updated the fees for park pavilion and facility rentals on December 3, 2002; and

WHEREAS, the City has transitioned from in-person to online park pavilion and facility rentals; and

WHEREAS, the City has determined pavilion and swimming pool rentals should be based on an hourly rather than daily rental rate; and

WHEREAS, City staff presented new proposed park pavilion and swimming pool rental fees to City Council on March 5, 2025; and

WHEREAS, the City Council finds that the attached fees are just and fair and reimburse the City for the costs of the services provided,

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

SECTION 1. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION 2. The fees for park pavilion and swimming pool rental attached as Exhibit A are hereby adopted.

SECTION 3. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
LOCKHART, TEXAS, ON THIS THE 18th DAY OF MARCH, 2025.**

CITY OF LOCKHART

Lew White, Mayor

Attest:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney

EXHIBIT A

Park Pavilion and Swimming Pool Rental Fees

Facility	Hourly Rate	5-Hour Block Fee	Deposit*
City Park - Main Pavilion	\$20	\$100	\$100
City Park - Central Pavilion	\$18	\$90	\$100
City Park - North Pavilion	\$18	\$90	\$100
City Park - South Pavilion	\$15	\$75	\$75
Pecos Park Pavilion	\$15	\$75	\$75
Maple Park Pavilion	\$18	\$90	\$100
Swimming Pool	\$75	\$150 (*2-hour block)	\$25

* A refundable cleaning/damage deposit in the amounts stated above is required on all reservations. Full payment of the deposit and rental fees are due at the time of booking

City of Lockhart, Texas

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COUNCIL MEETING DATE: March 18, 2025

AGENDA ITEM CAPTION: Discussion and/or action to consider Ordinance 2025-06 to adopt a Utility Service Fee Schedule.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The proposed ordinance will establish a comprehensive utility service fee schedule, streamlining the utility billing process. This schedule includes updates to existing fees and recommendations for new service fees. The new service fees include charges for meter tampering and multiple trip fees—one for normal business hours and another for after-hours service.

The proposed fee increases apply to reconnect fees and bucket truck usage fees, with a \$25 increase to account for inflation and rising expenses related to these services. Fees that will remain unchanged include customer deposits for both electric and water services, as well as the meter testing fee.

The purpose of this ordinance is to consolidate utility service fees into a single, easily accessible schedule, improving both public transparency and internal efficiency.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends adoption of Ordinance 2025-06.

LIST OF SUPPORTING DOCUMENTS: Proposed Utility Service Fees, Ordinance 2025-06

City of Lockhart, Texas

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Proposed City of Lockhart Utility Service Fees

New or Existing	Service Type	Current Fees	Recommended Fees	Difference
Existing	New/Transfer Account Fee	\$25.00	\$25.00	\$ -
Existing	Residential Electric Deposit	\$100.00	\$100.00	\$0.00
Existing	Commercial Electric Deposit	\$300 (min) or 1/6 of estimated annual billing	\$300 (min) or 1/6 of estimated annual billing	\$0.00
Existing	Residential Water Deposit	\$50.00	\$50.00	\$0.00
Existing	Commercial Water Deposit	\$75.00	\$75.00	\$0.00
Existing	Meter Testing	\$ At Cost	\$ At Cost	\$0.00
Existing	Reconnection Fee	\$25.00	\$50.00	\$25.00
Existing	*After Hours Reconnection Fee	\$50.00	\$75.00	\$25.00
New	**Multiple Trip Fee	\$0.00	\$25.00 per trip	\$25.00
New	*After Hours Multiple Trip Fee	\$0.00	\$50.00 per trip	\$50.00
New	Tampering With A Meter	\$0.00	\$300.00	\$300.00
Existing	Bucket Truck Disconnect Fee	\$50.00	\$75.00	\$25.00
Existing	Bucket Truck Reconnect Fee	\$50.00	\$75.00	\$25.00
Existing	*After Hours Bucket Truck Reconnect Fee	\$75.00	\$100.00	\$25.00

*After-hours services refer to any work conducted after 5:00 PM.

**The multiple trip fee applies only when the City must make more than one attempt to access a meter.

ORDINANCE 2025-06

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, ADOPTING FEES FOR SEPCIAL UTILITY SERVICES, PROVIDING FOR REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 58-39 of the Code of Ordinances of the City of Lockhart, Texas, provides that fees for special utility services may be established by ordinance; and

WHEREAS, the City Council finds that the attached fees are just and fair and reimburse the City for the costs of the services provided,

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

SECTION 1. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION 2. The fees for special utility services attached as Exhibit A are hereby adopted.

SECTION 3. All provisions of the Code of Ordinances of the City of Lockhart codified or uncoded, in conflict with the provisions of this ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Lockhart codified or uncoded, not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, or section of this ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this ordinance.

SECTION 5. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 6. This Ordinance shall take effect immediately from and after publication in accordance with the provisions of the City Charter and the Local Government Code.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas the _____ day of March 2025.

Lew White, Mayor

ATTEST:

Julie Bowermon, Interim City Secretary

APPROVED AS TO FORM:

Bradford E. Bullock, City Attorney



Exhibit A
Special Utility Fees

Utility Service Fees

308 W. San Antonio St. Lockhart, Tx 78644

512-376-2475 / Fax 512-376-4196

WWW.LOCKHART-TX.ORG

Service Type	Price
New/Transfer Account Fee	\$25.00
Residential Electric Deposit	\$100.00
Commercial Electric Deposit	\$300 (min) or 1/6 of estimated annual billing
Residential Water Deposit	\$50.00
Commercial Water Deposit	\$75.00
Meter Testing Fee	At Cost
Reconnect Fee	\$50.00
*After Hours Reconnection Fee	\$75.00
**Multiple Trip Fee	\$25.00 per trip
*After Hours Multiple Trip Fee	\$50.00 per trip
Tampering With A Meter	\$300.00
Bucket Truck Disconnect Fee	\$75.00
Bucket Truck Reconnect Fee	\$75.00
*After Hours Bucket Truck Reconnect Fee	\$100.00

*After-hours services refer to any work conducted after 5:00 PM.

**The multiple trip fee applies only when the City must make more than one attempt to access a meter.

City of Lockhart, Texas

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COUNCIL MEETING DATE: March 18, 2025

AGENDA ITEM CAPTION: Discussion and/or action to consider approving the Real Estate Sales Contract and authorizing the purchase of a property located at 120 W. MLK Jr. Industrial Boulevard in the amount of \$1,750,000 for conversion into an indoor recreation center as a need identified in the Parks, Recreation, & Open Space Master Plan and authorizing closing costs associated with the purchase in an estimated amount of \$10,000.

ORIGINATING DEPARTMENT AND CONTACT: Administration -

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The City's *Lockhart Looking Forward Comprehensive Plan* and *Parks, Recreation & Open Space Master Plan* identified the need for an indoor recreation center as a community priority. The property (the "Property") located at 120 W. MLK Jr. Industrial Boulevard (Caldwell County Tax Appraisal District ID 39089) includes an existing theater building with accessibility from US 183, adequate parking, and ample interior space. A preliminary acquisition and conversion plan for converting the theater into a multi-purpose indoor recreation center, highlighting site details, renovation plans, staffing needs, and long-term community benefits, is attached.

Staff reviewed the Property listing with Council and an appraisal was ordered. Following the appraisal review, the Council authorized staff to negotiate a Purchase and Sale agreement with the owner. The property was originally listed for \$2,600,000. The listing price as of November 15, 2024 was \$2,300,000. The appraised value was \$1,650,000. The final negotiated purchase price for the property is \$1,750,000, with estimated closing costs not exceeding \$10,000. The City is not paying any real estate commissions.

The acquisition of this property will allow the City to provide an indoor recreation center to residents much sooner and at a lower cost than constructing a new facility, which is estimated to take 6–8 years and \$15-\$20 million to construct and furnish.

If approved, the next step is the procurement of a professional architectural/engineering design firm.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

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FISCAL NOTE (if applicable): The initial property acquisition and preliminary design costs will be a General Fund fund balance expenditure. These costs will be reimbursed to the General Fund from an upcoming Certificate of Obligation (CO) issuance in the next few months.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Theater Building Potential Conversion to a Recreation Center - 03.14.25, City of Lockhart - Real Estate Sales Contract - Theater, .

Theater Building Potential Conversion to a Recreation Center

03/14/2025

Attributes of the Site (120 W Martin Luther King Jr Industrial Blvd.)

- 13,293 sq. ft. building
- 24' ceiling height
- 2.1 acres of gross land area (91,476 sq. ft.)
- 104 parking spaces
- Visibility from Hwy 183
- Adjacent land owned by City (airport property)

Recommended Retrofit of the Site

Staff recommendation is that 4 of the theater rooms be enlarged by removing separating walls resulting in two large courts allowing for multi-purpose use:

- Basketball
- Volleyball
- Dodgeball
- Pickleball
- Climbing Wall

Staff recommendation for the two remaining smaller theater rooms is to convert them to dance/exercise studios to allow for:

- Group Exercise
- Yoga
- Pilates
- Stretching
- Spin Bikes

Other Uses

- Any of these spaces could be converted into meeting rooms and/or banquet seating in a few hours with floor coverings and Pipe/Drape treatments. *Covermaster* and *Greatmats* make quality temporary floor coverings in different styles. Recommended to have capabilities for a small space and large space for gatherings.
- There is also ample outdoor space to convert to outdoor courts in the future. These could include basketball, pickleball, beach volleyball, and fitness courts with shade canopies.
- This combination of spaces would also be ideal for youth summer camps or after-school programs.

(OVER)

Essential Facility Retrofits

- Existing restrooms (2) will need to add capacity for *at least* one shower stall in each with space to change clothes.
- A child-care space should be evaluated near the lobby for parent participants.
- Administrative offices and staff meeting/training space need to be included.
- Ample storage needs to be included for fitness/recreation equipment and banquet setup treatments and furnishings.
- Kitchen space would be nice – service kitchen (refrigerator, sink, counter space, outlets) (NOT Commercial grade kitchen with stove/cooking surfaces). This will allow for catered events.
- An elevator and a 2nd stairwell will need to be installed if there is a second-story use (administrative office or other uses).

Staffing Requirements

- 3 administrative full-time (Facility Manager, Programming Coordinator, Front Desk staff).
- Custodial (contract or in-house). Custodial requirements for recreational facilities require a higher degree of cleanliness than standard indoor facilities.
- Part-time positions dependent on scope of operations/programming (front desk, instruction, maintenance).
- Operating software will need to be acquired to manage point-of-sale, class registrations, and staff scheduling.

Why Now?

- An indoor Recreation Center is identified as a priority by Lockhart Citizens in the City's *Comprehensive Plan* and in the *Parks, Recreation, & Open Space Master Plan*.
- The building is available now.
- A new Recreation Center built at another location is likely 6-8 years away from completion and \$15-\$20 million to construct and furnish.
- The retrofit of this building is straightforward due to the type of building (exterior steel framing).
- Pursuing this opportunity does not preclude building a new Recreation Center at another site in the future. This building could be repurposed to serve as a Community Center, Senior Center, or City Offices in the future, with recreation components relocated to the new facility.

Next Steps

- Finalize Purchase and Sale Agreement
- Procure design professional
- Develop concept renderings

Prepared by: Travis Hughes, Director of Parks & Recreation

Real Estate Sales Contract

This Contract to buy and sell real property between CER Electrical Services, LLC, a Texas limited liability company ("Seller") and City of Lockhart, Texas, a home-rule municipality ("Buyer") is effective on the date of the last of the signatures by Seller and Buyer and by the Title Company as escrow agent as defined below to acknowledge receipt of the Contract and the Earnest Money in good funds ("Effective Date").

A. Purchase and Sale of Property

A.1. Purchase and Sale Agreement. Subject to the terms and provisions of this Real Estate Sales Contract (the "Contract"), Seller agrees to sell and convey to Buyer and Buyer agrees to buy and pay Seller for the property known as 120 W. MLK Jr. Industrial Boulevard (Caldwell County Appraisal District Property ID No. 39089) located at Lockhart, Caldwell County, state of Texas, and more fully described in Exhibit A ("Land"), together with improvements to the Land ("Improvements") described in Exhibit A, all collectively referred to as the "Property."

A.2. Purchase Price. The purchase price is ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,750,000) (the "Purchase Price") to be paid by Buyer to Seller for the sale and conveyance of the Property and will be payable in cash at the Closing.

A.3. Payment of the Purchase Price. The Purchase Price will be paid in cash or certified funds, as required by the Title Company.

A.4. Performance. All deadlines in this Contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or holiday. A holiday is a day, other than a Saturday or Sunday, on which state or local governmental agencies and financial institutions are not generally open for business where the Property is located. Time is of the essence.

B. Earnest Money

B.1. Deposit of Earnest Money. Upon execution of this Contract, Buyer will deposit Earnest Money in good funds in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000), along with this fully executed Contract by Seller and Buyer with Independence Title Company, (the "Title Company"), as escrow agent, located at 104 South Commerce Street, Lockhart, Texas 78644, which sum may be invested by the Title Company in a federally insured, interest-bearing account pending disposition thereof in accordance with this Contract (such sum and the interest accrued thereon being hereinafter referred to collectively as the "Earnest Money") and applied according to the terms of this Contract. The Title Company will acknowledge receipt of the Earnest Money by signing the Title Company's "Receipt for Earnest Money Deposit" at the end of this Contract and send copies thereof to Seller and Buyer.

B.2. Interest on Earnest Money. Buyer may direct the Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to the Title Company and satisfying the Title Company's requirements for investing the

Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will become part of the Earnest Money.

B.3. Application of Earnest Money. If the sale of the Property is consummated as contemplated in this Contract, the Earnest Money will be applied to the Purchase Price at Closing. If this Contract is terminated before consummation of the sale of the Property in accordance with this Contract, the Earnest Money will be applied in accordance with sections D. and G. below.

C. Title and Survey

C.1. Title Commitment; Title Policy. "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by the Title Company stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this Contract. "Title Policy" means an Owner Policy of Title Insurance issued by the Title Company in conformity with the last Title Commitment delivered to and approved by Buyer.

C.2. Survey. To be obtained by Buyer, at Buyer's expense if updated survey required by Title Company:

"Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by a Registered Professional Land Surveyor licensed by the state of Texas and acceptable to Buyer, Seller, and the Title Company. Any existing survey delivered by Seller must be accompanied by an affidavit detailing any changes to the Land and Improvements since the date of the Survey.

For purposes of the legal description for the Land to be included in the Title Policy and the Deed and other documents to be delivered at Closing, the field notes prepared by the surveyor will control any conflicts or inconsistencies with the legal description contained on Exhibit A herein or in the Title Commitment and such field notes will be incorporated herein by this reference upon completion and substituted on Exhibit A herein and included as the legal description for the Land in the Deed and the Title Commitment and Owner's and Loan policies.

C3. Delivery of Title Commitment, Survey, and Legible Copies. Seller must deliver the Title Commitment, the UCC Search, and legible copies of the instruments referenced in the Title Commitment within 10 days from the Effective Date of this Contract. If Seller's existing survey is not satisfactory to Buyer or the Title Company, Buyer must obtain a current Survey within 10 days from the Effective Date of this Contract.

C.4. Title Objections. Buyer has 10 days after delivery of the last of the Title Commitment, legible copies of the instruments referenced in the Title Commitment, and the Survey if a new Survey is required by Buyer or the Title Company ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has 5 days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before Closing ("Cure Notice"). If Seller does not timely

give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before Closing, Buyer may, within 5 days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this Contract is terminated or Buyer will proceed to close, subject to Seller's obligations, at or before Closing, to remove all liquidated liens; remove all exceptions that arise by, through, or under Seller after the Effective Date; and cure any other Title Objections that Seller has agreed to cure in the Cure Notice.

C.5. Partial Release of Liens. If, as of the Effective Date, the Property is subject to any liens that secure indebtedness in excess of the estimated net proceeds of the Purchase Price after the satisfaction of brokers' commissions and other transaction costs for which Seller is responsible, then Seller promptly must obtain a written agreement or agreements (collectively, the "Partial Release Agreement") binding and enforceable against the holders of such liens ("Holders") for the benefit of Seller. The Partial Release Agreement must constitute an agreement to release all of such liens with respect to the Property on the payment to the Holders of an amount that does not exceed the net proceeds of the Purchase Price after the satisfaction of brokers' commissions and other transaction costs for which Seller is responsible. If Seller is required to provide a Partial Release Agreement, the Inspection Period will not commence until the executed Partial Release Agreement, in a form reasonably satisfactory to Buyer, is delivered to Buyer.

D. Inspection Period and Buyer's Right to Terminate

D.1 Inspection Period. Buyer's inspection of the Property may be conducted commencing on the Effective Date of the Contract and ending at 5:00 P.M. local time where the Property is located, 35 days after the Effective Date (the "Inspection Period").

D.2 Buyer's Right to Terminate. Buyer may terminate this Contract for any reason by notifying Seller of the termination in writing before the end of the Inspection Period. Upon Buyer's delivery of written notice of termination to the Seller, the Title Company is hereby authorized to deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this Contract. Buyer will promptly return to Seller, or destroy as directed by Seller, all of Seller's records in Buyer's possession or control. After the delivery of the Earnest Money to Buyer, and Buyer's return or destruction of Seller's records, neither party will have further duties or obligations to the other under this Contract, except for those obligations that expressly survive termination of this Contract.

If Buyer does not deliver written notice to Seller of Buyer's termination of the Contract before the end of the Inspection Period, Buyer waives the right to terminate this Contract pursuant to this provision.

D.3. Review of Seller's Records. Seller will make available to Buyer copies of Seller's records specified in Exhibit C ("Seller's Records"), or otherwise make Seller's Records available for Buyer's review (for instance, through an online file sharing service), within 10 days from the Effective Date of this Contract.

D.4. Entry onto Property. Buyer and its duly authorized agents and representatives may enter the Property before Closing, at Buyer's cost and risk, subject to the following:

D.4.a. Upon Seller's written request, Buyer will deliver evidence to Seller that Buyer has commercial general liability insurance or similar type of coverage for municipalities, with coverages and in amounts that are substantially the same as those maintained by Seller or with such lesser coverages and in such lesser amounts as are reasonably satisfactory to Seller.

D.4.b. Buyer may not interfere in any material manner with existing operations or occupants of the Property.

D.4.c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller or Seller's representatives may be present during the tests.

D.4.d. If the Property is physically altered because of Buyer's inspections, Buyer must return the Property to its preinspection condition promptly after the alteration occurs.

D.4.e. Buyer must abide by any other reasonable entry rules imposed by Seller.

D.5. Environmental Assessment. Before the end of the Inspection Period, Buyer has the right to conduct environmental assessments of the Property. Seller will provide, or will designate a person with knowledge of the use and condition of the Property to provide, information requested by Buyer or Buyer's agent or representative regarding the use and condition of the Property during the period of Seller's ownership of the Property. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding the use and condition of the Property before Seller's period of ownership to the extent that the information is within Seller's possession or control.

D.6. Buyer's Indemnity and Release of Seller

D.6.a. Indemnity. Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's inspection of the Property, except those arising out of the acts or omissions of Seller and those for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this Contract and Closing, any other provision of this Contract to the contrary notwithstanding.

D.6.b. Release. **Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's inspection of the Property.**

E. Representations

The parties' representations stated in sections A. and B. of Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date. A party who becomes aware that any of the representations of either party are not true and correct will promptly notify the other party. Unless a party notifies the other party to the contrary on or before the Closing Date, or a party has actual knowledge to the contrary as of the Closing Date, each party is entitled to presume that the representations of the other party in Exhibit B are true and correct as of the Closing Date.

F. Condition of Property until Closing; Cooperation; No Recording of Contract

F.1. Maintenance and Operation. Until Closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) use the Property in the same manner as it was used on the Effective Date; (c) comply with all Leases and other contracts of Seller pertaining to the Property in effect on the Effective Date and all laws and all governmental regulations affecting the Property; and (d) not encumber, transfer, or dispose of any of the Property, except to sell inventory, replace equipment, and use supplies in the normal course of operating the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any Lease or other contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated Lease or other contract, including a copy of the Lease or other contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three days before the end of the Inspection Period, the Inspection Period will be extended for three days. After the end of the Inspection Period, Seller may not enter into, amend, or terminate any Lease or other contract that affects the Property without first obtaining Buyer's written consent, which Buyer will have no obligation to grant and, if granted, may be conditioned in any manner Buyer in its sole discretion deems appropriate.

F.2. Casualty Damage. Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before Closing. Buyer may terminate this Contract if the casualty damage that occurs before Closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen days after receipt of Seller's notice of the casualty (or before Closing if Seller's notice of the casualty is received less than fifteen days before Closing). If Buyer does not terminate this Contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) credit to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid or incurred by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this Contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage less any amounts previously paid or incurred by Seller to repair the Property.

F.3. Condemnation. Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this Contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before Closing if Seller's notice is received less than fifteen days before Closing). The condemnation will be deemed to materially affect Buyer's intended use. If Buyer does not terminate this Contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, (c) if the taking occurs before Closing, the description of the Property will be revised to delete the portion taken, and (d) no change in the Purchase Price will be made.

F.4. Claims; Hearings. Seller will notify Buyer promptly after Seller receives notice of any claim or administrative hearing that is threatened, filed, or initiated before Closing that involves or directly affects the Property.

F.5. Cooperation. Seller will cooperate with Buyer, (a) before and after Closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after Closing, and (b) before Closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

F.6. No Recording. Buyer may not file this Contract or any memorandum or notice of this Contract in the real property records of any county. If, however, Buyer records this Contract or a memorandum or notice, Seller may terminate this Contract and record a notice of termination.

F.7. Cessation of Marketing and Other Activities. During the term of this Contract, Seller (a) will not contract to sell or lease the Property or grant any easement or other rights to the Property to any other person (whether or not such contract is denominated as a "back-up" contract); (b) will cease all efforts to market the Property to any other prospective buyer or lessee thereof; and (c) will inform any such prospective buyer or lessee inquiring as to the status of the Property that it is under contract of sale.

G. Disposition of Earnest Money after Termination

G.1. To Buyer. If Buyer terminates this Contract in accordance with Buyer's rights to terminate as set forth in section D.2. (right to terminate before end of Inspection Period) or section I.1.a (Seller's default and Buyer's election to terminate and receive its Earnest Money less independent consideration), Buyer will send a request for release of the Earnest Money to Seller, with a copy to the Title Company, to be signed by Seller. If Seller fails to deliver a signed release to the Title Company within fifteen days after delivery of the request for release, Buyer may make a written demand on the Title Company for the Earnest Money, and the Title Company will promptly deliver a copy of the demand to Seller. Unless Seller delivers a written objection to the Title Company, within fifteen days after the Title Company delivers Buyer's written demand for the Earnest Money, the Title Company will, without any further authorization from Seller, deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this Contract.

G.2. To Seller. If Seller terminates this Contract in accordance with Seller's rights to terminate as set out in section I.3. (Buyer's default and Seller's termination and right to have the Earnest Money paid to Seller), Seller will send a request for release of the Earnest Money to Buyer, with a copy to the Title Company, to be signed by Buyer. If Buyer fails to deliver a signed release to the Title Company within fifteen days after delivery of the request for release, Seller may make a written demand on the Title Company for the Earnest Money, and the Title Company will promptly deliver a copy of the demand to Buyer. Unless Buyer delivers a written objection to the Title Company, within fifteen days after the Title Company delivers Seller's written demand for the Earnest Money, the Title Company will, without any further authorization from Buyer, deliver the Earnest Money to Seller.

H. Closing

H.1. Closing. This transaction will close ("Closing") at the Title Company's offices on or before **April 30, 2025** (the "Closing Date").

H.2. Conditions of Closing. Neither party will be obligated to close the sale and purchase of the Property unless the other party has satisfied the following conditions, any of which may be waived by the first party in its discretion:

H.2.a. Representations and Warranties. The representations and warranties of the other party must be true and correct at Closing.

H.2.b. Performance of Covenants and Agreements. The other party must have performed all covenants and agreements required to be performed at or before Closing by that party.

H.2.c. No Bankruptcy. No voluntary or involuntary proceeding in bankruptcy shall be pending with respect to that party.

H.3. Closing Documents; Title Company Documents. The parties will execute and deliver the following closing documents and any documents required by the Title Company.

H.3.a. Buyer will prepare Special Warranty Deed and deliver to Seller for review at least 5 days prior to closing.

H.3.b. At Closing, Seller will deliver the following items:

Special Warranty Deed

IRS Nonforeign Person Affidavit

Evidence of Seller's authority to close this transaction

H.3.c. At Closing, Buyer will deliver the following items:

Balance of Purchase Price

Evidence of Buyer's authority to close this transaction

The documents listed in these paragraphs H.3.a., H.3.b. and H.3.c. are collectively known as the "Closing Documents." Unless otherwise agreed by the parties before Closing, the Closing Documents for which forms exist in the current edition of the *Texas Real Estate Forms Manual* (State Bar of Texas) will be prepared using those forms.

H.3.d. Payment of Purchase Price. Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this Contract to the Title Company in funds acceptable to the Title Company. The Earnest Money will be applied to the Purchase Price.

H.3.e. Disbursement of Funds; Recording; Copies. The Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this Contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

H.3.f. Delivery of Originals. Seller will deliver to Buyer the originals of Seller's Records.

H.3.g. Possession. Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at Closing and any liens and security interests created at Closing to secure financing for the Purchase Price.

H.4. Transaction Costs

H.4.a. Seller's Costs. Seller will pay one-half of the escrow fee; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections agreed or required to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment; the costs to obtain certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in paragraph C.5. and Seller's records; any other costs expressly required to be paid by Seller in this Contract; and Seller's attorney's fees and expenses.

H.4.b. Buyer's Costs. Buyer will pay one-half of the escrow fee; the costs to prepare the deed; the costs to obtain, deliver, and record all documents other than those to be obtained or recorded at Seller's expense; the basic charge for the Title Policy; the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer, as well as the cost of any other endorsements or modifications of the standard form of Title Policy requested by Buyer; the cost of the Survey if required; the costs of work required by Buyer to have the Survey reflect matters other than those required under this Contract except changes required for curative purposes; any other costs expressly required to be paid by Buyer in this Contract; and Buyer's attorney's fees and expenses.

H.4.c. Ad Valorem Taxes. Ad valorem taxes on the Property for all years before the calendar year of Closing must be paid by Seller at or before Closing. Ad valorem taxes for the Property for the calendar year of Closing will be prorated between Buyer and Seller as of the Closing Date. If the ad valorem taxes for the current year are assessed, the Title Company will pay the current year's ad valorem taxes at Closing. If the ad valorem taxes for the current year are not assessed, Seller's portion of the prorated taxes will be paid to Buyer at Closing as a credit to the Purchase Price. Buyer will assume the obligation to pay, and will pay in full, such taxes for the year of Closing before delinquency. If the assessment for the calendar year of Closing is not known at the Closing Date, the proration will be based on tax rates for the previous tax year applied to the most current assessed value, and Buyer and Seller will adjust the prorations in cash within thirty days after the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after Closing.

H.4.d. Income and Expenses. Income and expenses, including service contracts assumed by Buyer, general and special assessments, and sewer, water and other utility costs pertaining to the Property will be prorated as of the Closing Date on an accrual basis and paid at Closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after Closing for operating expenses incurred on or before the Closing Date and not adjusted at Closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten days after receipt of Buyer's notice of the deficiency.

H.4.e. Postclosing Adjustments. If errors in the prorations made at Closing are identified within ninety days after Closing, Seller and Buyer will make post-closing adjustments to correct the errors within fifteen days after receipt of notice of the errors.

H.4.f. Brokers' Commissions. Other than the real estate broker disclosed in writing to the other party and the responsibility for the payment thereof set forth in such written disclosure, Buyer and Seller represent that there are no other real estate agents or brokers involved in this transaction and each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this Contract, whether the claimant is disclosed to the indemnitee or not.

H.5. Issuance of Title Policy. Seller will cause the Title Company to issue the Title Policy to Buyer promptly after Closing.

I. Default and Remedies

I.1. Seller's Default; Remedies before Closing. If Seller fails to perform its obligations under this Contract or if Seller's representations are not true and correct as of the Closing Date ("Seller's Default"), Buyer may elect one of the following as its sole and exclusive remedy before Closing:

I.1.a. Termination; Liquidated Damages. Buyer may terminate this Contract by giving notice to Seller on or before the Closing Date and have the Earnest Money, less \$100 as described above, returned to Buyer. Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, if Seller's Default occurs after Buyer has incurred costs to inspect the Property after the Effective Date and Buyer terminates this Contract in accordance with the previous sentence, Seller will also pay to Buyer as liquidated damages Buyer's actual out-of-pocket expenses incurred to inspect the Property after the Effective Date ("Liquidated Damages"), within ten days after Seller's receipt of Buyer's itemization of Buyer's Expenses accompanied by reasonable evidence thereof.

I.1.b. Specific Performance. Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this Contract, but any such action must be initiated, if at all, within 30 days after the breach or alleged breach of this Contract. If such action is not initiated within that period and this Contract has not previously been terminated, Buyer will be deemed to have elected to terminate this Contract as of the expiration of that period.

If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

I.1.c. Actual Damages. If Seller conveys or encumbers any portion of the Property before Closing so that Buyer's ability to enforce specific performance of Seller's obligations under this Contract is precluded or impaired, Buyer will be entitled to seek recovery from Seller for the actual damages sustained by Buyer by reason of Seller's Default, including attorney's fees and expenses and court costs.

I.2. Seller's Default; Remedies after Closing. If Seller's representations are not true and correct at Closing due to circumstances reasonably within Seller's control and Buyer does not become aware of the untruth or incorrectness of such representations until after Closing, Buyer will have all the rights and remedies available at law or in equity. If Seller fails to perform any of its obligations under this Contract that survive Closing, Buyer will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

I.3. Buyer's Default; Remedies before Closing. If Buyer fails to perform any of its obligations under this Contract ("Buyer's Default"), Seller may terminate this Contract by giving notice to Buyer on or before Closing and have the Earnest Money paid to Seller.

I.4. Buyer's Default; Remedies after Closing. If Buyer fails to perform any of its obligations under this Contract that survive Closing, Seller will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

I.5. Liquidated Damages. The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that Buyer's Liquidated Damages or the Earnest Money are reasonable forecasts of just compensation to the nondefaulting party for the harm that would be caused by a default.

I.6. Attorney's Fees. If either party retains an attorney to enforce this Contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

J. Miscellaneous Provisions

J.1. Notices. Any notice required by or permitted under this Contract must be in writing. Any notice required by this Contract will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by regular mail, personal delivery, courier delivery, or email and will be effective when received, provided that (a) any notice received on a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday. Any address for notice may be changed by not less than ten days' prior written notice given as provided herein.

Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

To Buyer: Steve Lewis, City Manager
City of Lockhart
PO Box 239
105 S. Colorado Street
Lockhart, Texas 78644
(512) 398-3461
slewis@lockhart-tx.org

With a copy to: Brad Bullock, City Attorney
Messer Fort, PLLC
4201 W. Parmer Lane, Ste. C-150
Austin, Texas 78727
(512) 600-2308
brad@txmunicipallaw.com

To Seller: Chris E. Riggins
CER Electrical Services
910 KCK Way
Cedar Hill, Texas 75104
(214) 677-2510
cer@cerelectricalservices.com

J.2. Entire Agreement. This Contract, its exhibits, and any Closing Documents are the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the Property or the sale of the Property by Seller to Buyer, and Buyer is not relying on any statements or representations of Seller or any agent of Seller, that are not in this Contract, its exhibits, and any Closing Documents.

J.3. Amendment. This Contract may be amended only by an instrument in writing signed by the parties.

J.4. Prohibition of Assignment. Buyer may not assign this Contract or Buyer's rights under it without Seller's prior written consent, which Seller has no obligation to grant and which, if granted, may be conditioned in any manner Seller deems appropriate, and any attempted assignment without Seller's consent is void. The consent by Seller to any assignment by Buyer will not release Buyer of its obligations under this Contract, and Buyer and the assignee will be jointly and severally liable for the performance of those obligations after any such assignment.

J.5. Survival. The provisions of this Contract that expressly survive termination or Closing and other obligations of this Contract that cannot be performed before termination of this Contract or before Closing survive termination of this Contract or Closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents control. The representations made by the parties as of Closing survive Closing.

J.6. Choice of Law; Venue. THIS CONTRACT IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CHOICE-OF-LAW RULES OF ANY JURISDICTION. VENUE IS IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

J.7. Waiver of Default. Default is not waived if the nondefaulting party fails to declare a default immediately or delays taking any action with respect to the default.

J.8. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Contract.

J.9. Severability. If a provision in this Contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Contract, and this Contract is to be construed as if the unenforceable provision is not a part of the Contract.

J.10. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this Contract.

J.11. No Special Relationship. The parties' relationship is an ordinary commercial relationship, and the parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.

J.12. Counterparts. If this Contract is executed in multiple counterparts, all counterparts taken together constitute this Contract. Copies of signatures to this Contract are effective as original signatures.

J.13. Confidentiality. This Contract, this transaction, and all information learned in the course of this transaction will be kept confidential, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to inspect the Property or Seller or Buyer to close this transaction. Remedies for violations of this provision are limited to injunctions, and no damages or rescission may be sought or recovered as a result of any such violations.

J.14. Binding Effect. This Contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

K. Exhibits

The following are attached to and are a part of this Contract:

- Exhibit A—Legal Description of Land
- Exhibit B—Representations
- Exhibit C—Seller's Records


Chris E. Riggins, Managing Member
Date: 3/11/2025

Lew White, Mayor
Date: _____

Title Company's Acceptance of Contract

The Title Company, by its execution and delivery of this Real Estate Sales Contract, acknowledges it is "the person responsible for closing" the transaction that is the subject of this Contract pursuant to section 6045(e) of the Internal Revenue Code and to prepare and file all informational returns, including, without limitation, IRS Form 1099S, and to otherwise comply with the provisions of section 6045(e) of the Internal Revenue Code, and acknowledges receipt of a fully executed counterpart of this Real Estate Sales Contract on this ____ day of _____, 2025.

Independence Title

By _____
Name:
Title:

Receipt for Earnest Money Deposit

The Title Company acknowledges receipt of the Earnest Money deposit of TEN THOUSAND AND NO/100 DOLLARS (\$10,000) required under this Real Estate Sales Contract on this ____ day of _____, 2025.

Independence Title

By _____
Name:
Title:

Exhibit A

Legal Description of Land

Property (including any Improvements): Lot 1, Block A, of ZIBLISKI SUBDIVISION, a subdivision in Caldwell County, Texas, according to the map or plat of record in Cabinet A, Slide 137, of the Plat Records of Caldwell, County, Texas conveyed to CER Electrical Services, LLC, a Texas limited liability company in Instrument No. 2024-001509, Official Public Records of Caldwell County, Texas.

Exhibit B

Representations

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date, unless Seller has given Buyer notice of any changes before the Closing Date that such circumstances have changed due to causes not reasonably within Seller's control.

A.1. Authority. Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this Contract. This Contract is binding on Seller. This Contract is, and all documents required by this Contract to be executed and delivered to Buyer at Closing will be, duly authorized, executed, and delivered by Seller.

A.2. Litigation. Seller has not received written notice and has no actual knowledge of any litigation pending or threatened against the Property or Seller that might adversely affect the Property or Seller's ability to perform its obligations under this Contract.

A.3. Violation of Governmental Requirements. Seller has not received written notice and has no actual knowledge of violation of any law, ordinance, regulation, restriction, or legal requirements affecting the Property or Seller's use of the Property.

A.4. Licenses, Permits, and Approvals. Seller has not received written notice and has no actual knowledge that any license, permit, or approval necessary to use the Property in the manner in which it is currently being used has expired or will not be renewed on expiration or that any material condition will be imposed to use or renew the same.

A.5. Condemnation; Zoning; Land Use; Hazardous Materials. Seller has not received written notice and has no actual knowledge of any condemnation, zoning, land use, hazardous materials, or other proceedings affecting the Property or any written inquiries or notices by any governmental authority or third party with respect to condemnation, zoning, or other land-use regulations or the presence of hazardous materials affecting the Property.

A.6. Terrorist Organizations Lists. Seller is not, and Seller has no actual knowledge that any of its partners, members, shareholders, owners, employees, officers, directors, representatives, or agents is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury or under any statute, executive order, or other governmental action.

A.7. No Other Obligation to Sell Property or Restriction against Sale. Seller is not obligated to sell any of the Property to any person other than Buyer. Seller's performance of this Contract will not cause a breach of any other agreement or obligation to which Seller is a party or by which Seller or the Property is bound.

A.8. No Liens. On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature not arising by, through, or under Buyer except the Permitted Exceptions or liens to which Buyer has given its consent in writing, and no work or materials will have been furnished to the Property by Seller that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent in writing.

A.9. Seller's Records. The records provided by Seller to Buyer for Buyer's inspections will be true, correct, and complete copies of the records in Seller's possession or control. The records that were prepared by or under Seller's supervision and control will be true, correct, and complete in all material respects. Unless Seller notifies Buyer to the contrary at the time of delivery of records provided by Seller to Buyer that were not prepared by or under Seller's supervision and control, Seller has no actual knowledge that such records are not true, correct, and complete in any material respect.

A.10. No Other Representation. Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

A.11. No Warranty. Except as set forth in this Contract and in the Closing Documents, Seller has made no warranty in connection with this transaction.

B. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date, unless Buyer has given Seller notice of any changes before the Closing Date that such circumstances have changed due to causes not reasonably within Buyer's control.

B.1. Authority. Buyer is a home-rule municipality duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this Contract. This Contract is binding on Buyer. This Contract is, and all documents required by this Contract to be executed and delivered to Seller at Closing will be, duly authorized, executed, and delivered by Buyer.

B.2. Terrorist Organizations Lists. Buyer is not, and Buyer has no actual knowledge that any of its partners, members, shareholders, owners, employees, officers, directors, representatives, or agents is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury or under any statute, executive order, or other governmental action.

Exhibit C

Seller's Records

To the extent that Seller has possession or control of the following items pertaining to and currently impacting the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in paragraph D.3.:

Governmental

governmental licenses, certificates, permits, and approvals

records of regulatory proceedings or violations (for example, condemnation, environmental)

Land

soil reports

environmental reports and other information regarding the environmental condition of the Property

engineering reports

prior surveys

site plans

Facilities

as-built plans, specifications, and mechanical drawings for improvements

warranty agreements

management, employment, labor, service, equipment, supply, and maintenance agreements

insurance policies and loss runs

ADA and other building inspection reports

engineering reports

environmental reports

incident reports

operating and maintenance plans (for example, asbestos maintenance plans)

life-safety plans

Licenses, Agreements, and Encumbrances

all licenses, agreements, including but not limited to agreements with adjacent property owners, and encumbrances (including all amendments and exhibits) affecting title to or use of the Property that have not been recorded in the real property records of the county or counties in which the Property is located



Lockhart

T E X A S

2022-2023 Strategic Work Plan



The Strategic Planning Process

From January through April 2022, the City of Lockhart embarked on a strategic planning process to create strategic priorities for 2022-2023. The following is the process used to reach the conclusions for the plan:

The process kicked off with a preliminary Zoom between the City Manager, Steve Lewis, Mayor Lew White, and professional facilitator Alysia A. Cook, PCED, IOM with Opportunity Strategies LLC. The three met to review key issues facing the city, understand the programs and projects currently underway, and to prepare the process and format for the planning session.

On April 8, 2022, the City of Lockhart Management Team met at the Library for Part 1 of the Strategic Work Planning Session for 2022-2023.

On April 9, 2022, the City of Lockhart City Council and City Manager met at the Library for Part 2 of the Strategic Work Planning Session for 2022-2023.



Day One – Management Team

Day One began with City Manager Steve Lewis reviewing with the Management Team the City of Lockhart's accomplishments and success stories of 2021.

Following that, the City Manager and the facilitator shared some leadership concepts and considerations with the Lockhart Management Team. This led to some group discussions about the importance of continuous learning and leadership development.

The City Manager discussed with the participants that when goals are adopted by the City Council, they provide a positive impact for the Management Team in at least 4 different ways:

- a) Direction is clearly set by City Council
- b) Once that direction is established, differences can be discussed in a more open, less polarizing manner
- c) Saves time in decision making on projects/programs
- d) City Manager's recommendations can be better aligned with ultimate objectives

Mission of Lockhart Management Team

To promote and influence the alignment of organizational resources by focusing on:

- a) Organizational planning and issues
- b) Open communication with elected officials, staff, boards, commissions, and citizens
- c) Ensuring City of Lockhart is a leader in Central Texas regarding issues with community relevance
- d) Implementing programs that derive from the City Council and community's goals

Start – Stop – Continue

The facilitator then engaged the Management Team in a group exercise called *Start – Stop – Continue* which divides participants into small groups and has them offer feedback on what the City needs to start doing, stop doing, and continue doing.

These are individual manager recommendations and not necessarily agreed to by all managers or by City Council members. The responses are as follows:

Start

- Long-term capital planning
- Increasing non-emergency communications
- Administering annual customer service surveys that are statistically valid
- Developing recreation programs
- Indoor community recreation center
- City facilities and community infrastructure improvements
- New spaces for city facilities
- Modernize Human Resources policies including technology
- A vehicle acquisition fund
- Decreasing steps in the hiring process
- Staff planning for future growth
- Modernizing our contracts, best practices, attorney, etc. including reviewing for mutually beneficial language and avoiding one-sided contracts

Stop

- Ineffective/outdated contracts
- Thinking small
- Six-month probationary period for personnel
- Reconnecting customers after 10pm
- Providing free services (such as banners and road closures) and establish a fee schedule for these special requests
- Requiring utility inspections for every change of occupant

Continue

- Longevity pay
- Forward-looking planning for quality growth
- Law enforcement outreach with community
- Contracting (sending RFPs) for solid waste collection
- Supporting tourism
- Modernizing technology, e.g. paperless, Go Green
- Enhancing community investment
- Planning our wayfinding and signage
- Growing events that enhance overnight stays in Lockhart and maximize HOT \$ collections
- Economic growth including considering developing a 4th industrial park
- Striving for improved customer service
- Community engagement including public open houses and social media



Next, the Management Team embarked on a discussion around the following topics which also included some departmental reports on the status of various projects:

- Growth Trends
- Land Development
- Economic Development
- Service Delivery
- Workforce Development
- Long Range Financial Outlook

Following those discussions, the facilitator led the Management Team through a discussion of what they each thought should be the 2022-2023 goals City Council would establish the following day. She recorded those recommendations, then the group reached consensus on what would be put forth to the Council to consider.

The final decisions for 2022-2023 were made by City Council the following day and are listed below.

Day Two – City Council

Day Two began with City Manager Steve Lewis reviewing with City Council the City of Lockhart's accomplishments and success stories of 2021.

Expectations – City Council

Following that, the facilitator asked City Council to share any expectations for the day. Responses were as follows:

- TxDOT – Wayfinding and Signage
- Summerside Subdivision turn lane and traffic light
- Urgent Care facility
- Comprehensive mental health care for first responders
- Keeping City Staff wages competitive
- Need for an Assistant City Manager
- Need for a grantwriter
- Regional animal shelter
- Next industrial park and/or property

The following is the City of Lockhart 2022-2023 Strategic Work Plan.

City of Lockhart Vision:

- To be a first-class community that has maintained its integrity and sense of community characterized by livable neighborhoods and quality schools.
- To be a City that focuses on family by ensuring quality recreational and cultural activities, services, housing, economic, and educational opportunities that promote a well-rounded productive member of the community.
- To be a City that is friendly to visitors and future residents with a spirit of fellowship and cooperation by accommodating their needs and recognizing the wealth in cultural, ethnic and age diversity.
- To be a City committed to sustainability by diligently balancing community needs with available resources and managing growth in a smart and fiscally responsible manner.
- To be a City that celebrates and embraces its long and rich history by reinvesting in neighborhoods, preserving areas and buildings of historic significance and returning the Central Business District to an economically viable and lively activity center.
- To be a City recognized for the quality of its built environment and the integration of the natural landscape throughout the community.
- To be a City that ensures a good balance between residential, commercial, industrial, and public/institutional uses supported by quality infrastructure and transportation systems.
- To be a City known for its innovative solutions to managing growth, progressiveness of City government, and responsiveness to the needs of citizens and businesses.

Source: Lockhart 2020 Comprehensive Plan

Goal #1:

**City
Facilities**

Goal #2:

**Human Resources/
Staffing**

Goal #3:

**Parks &
Recreation**

Goal #4:

Infrastructure

Goal #5:

**Modernization &
Communications**

Goal #6:

**Development &
Quality of Life**

Goal #7:

**Revenue
Sustainability**

2022-2023 Goals:

Each of the following seven goals is guided by the values of diversity and inclusion. Diversity and inclusion are a tapestry that is woven through every goal, every service, and every program.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

- 1.1 Consider which facilities improvements should be funded by certificates of obligation vs. bonds
- 1.2 Begin plans to replace/update City Hall
- 1.3 Begin plans to replace/update Police/Fire/Training facilities
- 1.4 Begin plans to replace/update Maintenance/City Barn Utilities
- 1.5 Reclaim old space at the hospital
- 1.6 Lease additional space at the EDC building
- 1.7 Conduct a Facilities Study with architects and engineers
- 1.8 Consider Airport improvements (TxDOT Aviation) in the study

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

- 2.1 Hire ACM (Assistant City Manager) immediately
- 2.2 Hire City Manager Support Staff (Executive Assistant or Administrative Assistant)
- 2.3 Once new ACM is hired, assign him/her with developing a Staffing Plan
- 2.4 Once new ACM is hired, assign him/her with developing a Succession Plan
- 2.5 Consider adding additional staff city-wide as needed
- 2.6 Retain law enforcement officers by ensuring compensation competitiveness
- 2.7 Implement a formal EAP (Employee Assistance Program)
- 2.8 Secure a grantwriter (explore opportunities for hiring one vs. contractor)

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

- 3.1 Develop adult and youth programming that utilize existing facilities
- 3.2 Conduct successful outreach to sports leagues across Texas and neighboring states
- 3.3 Consider new Parks & Rec facilities such as pickleball, volleyball, and frisbee golf
- 3.4 Plan for and implement safety improvements of existing facilities
- 3.5 Plan for and implement aesthetic improvements of existing facilities
- 3.6 City Council requests to meet with Parks & Rec Director and City Manager to discuss ideas and brainstorm next steps in the Parks Plan including:
 - Work session, then tour Parks facilities with Parks & Rec Director
 - Discuss short-term vs. long-term Parks & Rec needs
 - Develop plan to survey citizens including bond exploration

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

- 4.1 Conduct public open houses to determine public wishes for Downtown
- 4.2 Council to approve a final Downtown Conceptual Design and authorize staff to implement
- 4.3 Consider an additional commercial district with retail and mixed-use offerings
- 4.4 Issue the RFP for a Comprehensive Plan update (hire firm by January 2023, then CIP (capital improvement plan) to follow
- 4.5 Explore downtown WiFi options including geofencing

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

- 5.1 PIO (Public Information Officer) to secure proposals for a new website design including:
 - Online forms and application portals (permitting, employment, variance requests, etc.)
 - Must be mobile responsive platform
 - Ensure ease of use and innovative utility of site
 - Include a portal to the Lockhart Economic Development Corporation website
- 5.2 Hire a consultant to 1) build a survey to ask the public what information they seek to find on the City of Lockhart website and 2) compare Lockhart website to other communities with high utilization of an innovative website
- 5.3 Streamline application processes of permits, developer proposals, engineering, employment, etc. to be placed on website (see 5.1)
- 5.4 Verify internet access at all City facilities



Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

- 6.1 Consider proposed sidewalk ordinance
- 6.2 Facilitate/incentivize more housing options including:
 - Rental housing options
 - Workforce housing options
 - Higher-income housing
 - Infill/revitalized housing within centers of commerce (existing or planned)
 - Senior/retiree housing
- 6.3 Continue to promote family-friendly events in Downtown
- 6.4 Encourage higher development standards (within state legislature constraints) to research modernization techniques and make recommendations to City Manager for consideration
- 6.5 Continue to implement Animal Control Audit recommendations
- 6.6 Continue to provide concerts on the square

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

- 7.1 Explore and increase film production permitting fees
- 7.2 Create and implement fees for banners, road closures, event special requests
- 7.3 Use grantwriter (see 2.8) to find and write grants that benefit the City of Lockhart and its residents
- 7.4 Conduct discussions between City Council and Staff regarding which items can/should be funded by certificates of obligation vs. bonds
- 7.5 Update/increase construction permit fees and impact fees
- 7.6 Explore a bond vote for the items proposed by Parks & Rec and Council from Goal #3
- 7.7 Explore the concept of a Community Foundation with community benefactor options including other communities who have successfully created and implemented a Community Foundation

City of Lockhart Leadership

The 2022 City Council and Management Team participating:

City Council:

Lew White, Mayor
Angie Gonzales-Sanchez, Mayor Pro-Tem
Brad Westmoreland, Councilmember At-Large
Juan Mendoza, Councilmember District 1
David Bryant, Councilmember District 2
Kara McGregor, Councilmember District 3
Jeffrey Michelson, Councilmember District 4

Management Team:

Steve Lewis, City Manager
Julie Bowermon, Director of Human Resources
Connie Constancio, City Secretary
Travis Hughes, Director of Parks & Recreation
Randy Jenkins, Fire Chief
Mike Kamerlander, Economic Development Director
Sean Kelley, Public Works Director
Pam Larison, Director of Finance
Bobby Leos, Electric Superintendent
Victoria Maranan, Public Information Officer
Bertha Martinez, Director of Library Services
Ernest Pedraza, Chief of Police





City of Lockhart

2020-2021 Strategic Priorities

Prepared by:

