

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL
October 9, 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. | Presentation of a Proclamation declaring October 2025 as National Domestic Violence Awareness Month. | 5 |
| B. | Presentation of a proclamation declaring October 2025 as Manufacturing Month. | 6 |
| C. | Presentation and discussion of a Law Enforcement Agreement with Flock Group, Inc. for Fixed Automated License Plate Reader Cameras. | 7-46 |
| D. | Discussion regarding appointment of a City of Lockhart representative to the Caldwell County Homeless Coalition Board of Directors. | 47-63 |
| E. | Presentation and discussion regarding lighted stop signs in the downtown area. | 64-67 |
| F. | Presentation and discussion regarding potential Downtown Business Support Programs. | 68-69 |
| G. | Discuss the City Council minutes of the October 15, 2024 and November 7, 2024 meetings. | 70-84 |
| H. | Discuss the appointment of a steering committee for the design of the Indoor Recreation Center. | 85-86 |
| I. | Discussion regarding request by Charlie Tames of Gloria Group Partners, LP, for a determination of eligibility for a Tax Abatement (TA-25-01) pursuant to Chapter 28 "Historic Districts and Landmarks" Division 2 "Tax Abatement", of the Lockhart Code of Ordinances, for various exterior and interior improvements to a building in the Historic District, located at 119 West San Antonio St. | 87-128 |

- J. Discussion regarding the terms of a new lease agreement with Toshiba America Business Solutions, Inc. for copier equipment in City facilities and to authorize the City Manager to execute the lease agreement. 129-153
- K. Discuss an updated agreement with LCRA and McCoy Tree Service for tree trimming in the right-of-way and utility easements. 154-158
- L. Discuss Resolution 2025-33: (1) determining that a public necessity exists for the acquisition of permanent sanitary sewer and temporary construction easements located on real property which are required for the construction of the Lockhart Economic Development Administration Sewer Project America Rescue Plan Act Project #08-79-05656 to construct sanitary sewer utility infrastructure; (2) authorizing the City Manager to make offers for the acquisition of easements required for said Project and to expend an aggregate amount not to exceed \$50,000.00 to acquire said easements; (3) establishing certain procedures for acquisition; and (4) authorizing the City Manager to execute any documents in connection therewith. 159-162
- M. Discuss Resolution 2025-34 finding that one sanitary sewer easement and one temporary construction easement located on property addressed as 1600 Silent Valley Road, Lockhart, Caldwell County, Texas are necessary for the construction of the Lockhart Economic Development Administration Sewer Project American Rescue Plan Act Project #08-79-5656 to construct sanitary sewer utility infrastructure and authorizing the use of eminent domain to condemn the easement interests pursuant to Government Code § 2206.053. 163-169

7:30 P.M. REGULAR MEETING

- 1. **CALL TO ORDER**
Mayor Lew White
- 2. **INVOCATION, PLEDGE OF ALLEGIANCE**
Invocation. Pledge of Allegiance to the United States and Texas flags.
- 3. **PUBLIC COMMENT**
The purpose of this item is to allow the public an opportunity to address the City Council on issues that are or are not on the agenda. No discussion can be carried out on the citizen/visitor comment about items not on the agenda. Comments are limited to three minutes per speaker.
- 4. **CONSENT AGENDA**
 - A. Approve the City Council minutes of the October 15, 2024 and November 7, 2024 meetings. 170-184
 - B. Approve the terms of a new lease agreement with Toshiba America Business Solutions, Inc. for copier equipment in City facilities and authorize the City Manager to execute the lease agreement. 185-209

5. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action regarding a Law Enforcement Agreement with Flock Group, Inc. for Fixed Automated License Plate Reader Cameras. **210-249**
- B. Discussion and/or action regarding appointment of a City of Lockhart representative to the Caldwell County Homeless Coalition Board of Directors. **250-266**
- C. Discussion and/or action to consider the appointment of a steering committee for the design of the Indoor Recreation Center. **267-268**
- D. Discussion and/or action regarding request by Charlie Tames of Gloria Group Partners, LP, for a determination of eligibility for a Tax Abatement (TA-25-01) pursuant to Chapter 28 "Historic Districts and Landmarks" Division 2 "Tax Abatement", of the Lockhart Code of Ordinances, for various exterior and interior improvements to a building in the Historic District, located at 119 West San Antonio St. **269-310**
- E. Discussion and/or action on updated agreement with LCRA and McCoy Tree Service for tree trimming in the right-of-way and utility easements. **311-315**
- F. Discussion and/or action authorizing Resolution 2025-33: (1) determining that a public necessity exists for the acquisition of permanent sanitary sewer and temporary construction easements located on real property which are required for the construction of the Lockhart Economic Development Administration Sewer Project America Rescue Plan Act Project #08-79-05656 to construct sanitary sewer utility infrastructure; (2) authorizing the City Manager to make offers for the acquisition of easements required for said Project and to expend an aggregate amount not to exceed \$50,000.00 to acquire said easements; (3) establishing certain procedures for acquisition; and (4) authorizing the City Manager to execute any documents in connection therewith. **316-319**
- G. Discussion and/or action authorizing Resolution 2025-34 finding that one sanitary sewer easement and one temporary construction easement located on property addressed as 1600 Silent Valley Road, Lockhart, Caldwell County, Texas are necessary for the construction of the Lockhart Economic Development Administration Sewer Project American Rescue Plan Act Project #08-79-5656 to construct sanitary sewer utility infrastructure and authorizing the use of eminent domain to condemn the easement interests pursuant to Government Code § 2206.053. **320-326**

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

- Update on Caldwell County Road Bond Projects.
- Progress update on the installation of Gateway Monument Signs.
- Recap of the 2025 National Night Out events.
- Splash Pads will close for the season on October 26, 2025.

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 551.087 TO DELIBERATE OR FOR DISCUSSION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT.**
 - A. Discussion regarding economic development negotiations with Projects CA-237 and CA-246.
9. **OPEN SESSION**
 - A. Discussion and/or action regarding economic development negotiations with Projects CA-237 and CA-246.
10. **ADJOURNMENT**

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

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on October 2, 2025 at 4:00 p.m.



PROCLAMATION

WHEREAS, the crime of domestic violence violates the basic human rights of safety and dignity, and 205 Texans were killed in an intimate partner homicide including 179 women and 26 men; and

WHEREAS, the problem of domestic violence is not confined to any group of people, but cut across all economic, racial, gender and societal barriers; and

WHEREAS, the impact of domestic violence and teen dating violence directly affects individuals and communities when society ignores or tolerates violence in relationships; and

WHEREAS, last year HCWC provided face-to-face services to over 1,165 local victims of domestic violence and provided 6,693 days of shelter; and

WHEREAS, last year HCWC provided these direct services to 68 victims from The City of Lockhart, and

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

October 2025

as

“National Domestic Violence Awareness Month”

and call upon the people of Lockhart to work together with HCWC and local partners to bring an end to domestic violence.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lockhart, Texas to be affixed this 9th day of October 2025.



CITY OF LOCKHART

Lew White
Mayor

ATTEST:

Julie Bowermon
City Secretary

Proclamation

WHEREAS, the manufacturing industry is a vital component of our economy, contributing significantly to economic growth, innovation, and job creation; and

WHEREAS, manufacturing employs millions of workers across the nation, providing high-wage, high-skill jobs, and serving as a foundation for community prosperity; and

WHEREAS, there are 456 people employed across 17 businesses in the manufacturing industry in Lockhart, Texas with an average wage of \$60,000 that produce a diverse range of products, utilizing advanced technologies and sustainable practices, making our region a leader in innovation and quality production; and

WHEREAS, Manufacturing Month provides an opportunity to showcase the contributions of the manufacturing sector and the importance of investing in the future workforce through education, training, and collaboration; and

WHEREAS, Manufacturing Month encourages students, parents, educators, and community leaders to learn more about modern manufacturing, including career pathways, technological advancements, and the critical role of skilled workers; and

WHEREAS, by supporting the manufacturing industry, we promote economic growth, environmental sustainability, and a higher quality of life for all residents.

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

October 2025

as

“Manufacturing Month”



IN TESTIMONY WHEREOF, I have hereto set my hand and caused to be affixed the Seal of the City of Lockhart, Texas, this the 9th day of October, 2025.

ATTEST:

Julie Bowermon
City Secretary



CITY OF LOCKHART

Lew White
Mayor

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 9, 2025

AGENDA ITEM CAPTION: Presentation and discussion of a Law Enforcement Agreement with Flock Group, Inc. for Fixed Automated License Plate Reader Cameras.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION:

The Lockhart Police Department is requesting City Council approval of a Law Enforcement Agreement with Flock Group, Inc, otherwise known as Flock Safety, for the use of Automatic License Plate Reader (ALPR) technology. Flock Safety provides fixed ALPR cameras designed to enhance public safety by assisting law enforcement in the identification and investigation of criminal activity, including stolen vehicles, wanted persons, and other public safety alerts.

The proposed system will consist of seven (7) strategically located cameras at key ingress and egress points to the city. These cameras will capture vehicle license plates and related vehicle characteristics, transmitting real-time alerts to law enforcement for vehicles of interest. This technology will serve as an additional tool to help officers respond quickly and effectively to public safety concerns.

The proposed agreement with Flock Group Inc. provides a 12-month initial subscription with subsequent automatic annual renewals to the Flock Safety platform at an annual cost of \$21,000, which includes system access, maintenance, and real-time alerting features, with professional service fees waived. The system includes advanced capabilities such as vehicle fingerprinting, NCIC/TCIC database integration, and a 30-day data retention period.

To ensure proper use and compliance, the Lockhart Police Department has developed a draft departmental policy to establish procedures for the lawful operation of ALPR technology. The policy defines access levels, outlines auditing and training requirements, and safeguards against misuse or impermissible uses. It also affirms that all data collected is owned by the Lockhart Police Department and retained only for 30 days unless tied to an investigation. If the agreement with Flock Group Inc. is approved, this policy will be formally adopted and implemented.

The implementation of ALPR technology is a proven force multiplier that provides real-time intelligence to law enforcement, enhancing both crime prevention and investigation capabilities. Several surrounding jurisdictions have successfully adopted Flock Safety systems, further demonstrating the effectiveness of this technology in modern policing. Supporting materials from Flock Safety also highlight benefits such as improved officer efficiency, faster

City of Lockhart, Texas

Council Agenda Item Cover Sheet

case clearance, and enhanced community safety.

Staff recommends approval of the Flock Safety agreement and adoption of Policy 7.47, with authorization for the City Manager to execute the necessary documents.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The cost for seven Flock Safety LPR cameras is \$21,000 per year.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends that the City Council approve entering into a Law Enforcement Agreement with Flock Group, Inc. for the deployment of seven fixed LPR cameras and authorize the City Manager (or designee) to execute all necessary documents.

LIST OF SUPPORTING DOCUMENTS: Lockhart TX - Flock Safety, LPR Overview - Law Enforcement, 7.47 Automatic License Plate Reader (ALPR), TX - Lockhart PD - Law Enforcement Agreement

Flock Safety + Lockhart PD





The Challenge

... **40%**

of Americans are afraid to walk home at night — most in 3 decades



With persistent staffing shortages, agencies are seeking **new strategies to maximize efficiency**

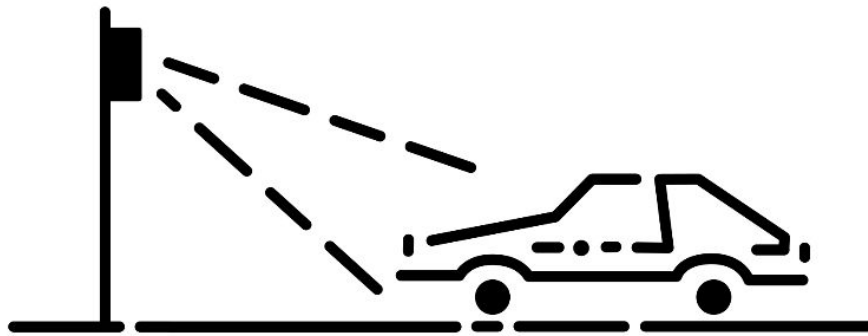
85%

of agencies are experiencing officer shortages



Introducing Collaborative Policing Technology

A **force multiplier** enabling **agencies of all sizes** to solve significantly more crime and improve quality of life **without increasing staffing**



- ✓ Reduce overall crime
- ✓ Solve cases faster
- ✓ Maximize officer efficiency
- ✓ Improve officer & community safety

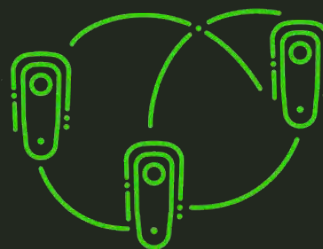


Helping **4,600+ agencies** achieve peak efficiency, precision, and readiness



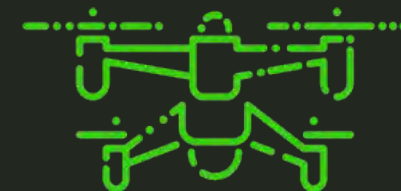
Actionable evidence

- LPR, video, gunshot detection
- AI & machine learning
- Available to every officer on laptop or mobile device



Collaboration

- Largest fixed LPR network
- Public-private partnerships
- Agency-to-agency connection



Rapid Response

- Real-Time Crime Center platform
- Drone as First Responder
- Live streaming 911 audio



Build Your Community Defense Network

Flock enables businesses, residents, and public organizations to proactively share their LPR and video cameras with your agency

✓ Retail

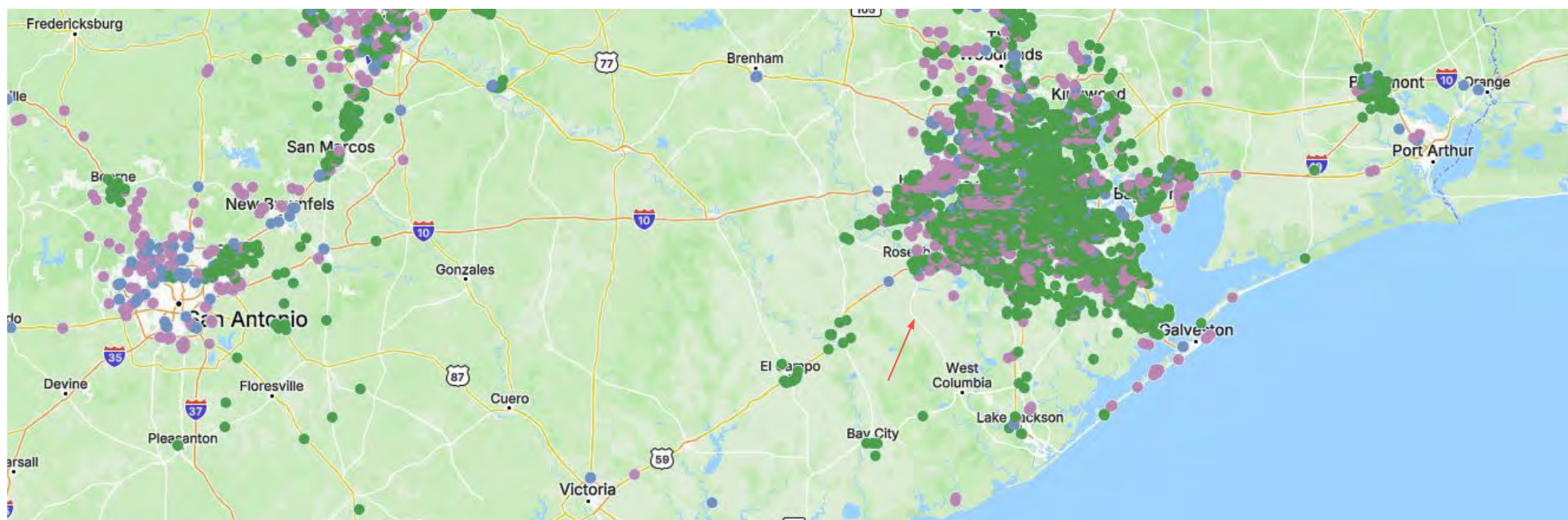
✓ Schools

✓ Hotels

✓ HOAs

✓ Hospitals

✓ ... and more





Build Your Community Defense Network

Flock enables businesses, residents, and public organizations to proactively share their LPR and video cameras with your agency

✓ Retail

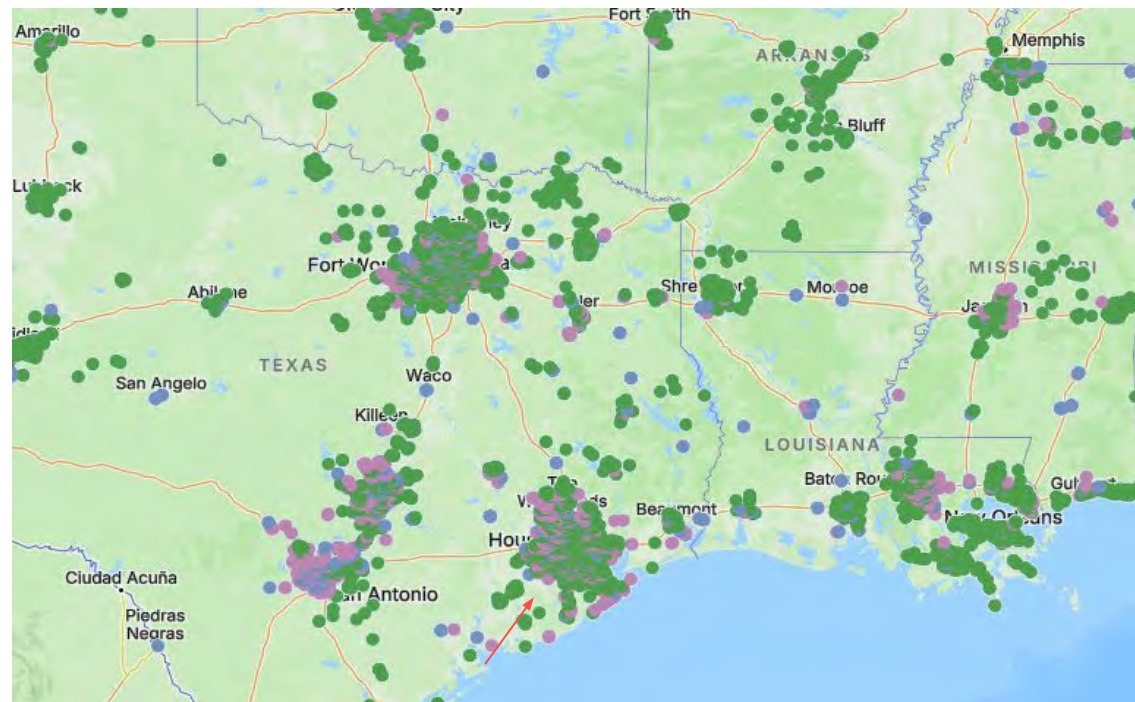
✓ Schools

✓ Hotels

✓ HOAs

✓ Hospitals

✓ ... and more





Solve faster with the sharpest eyes on the road

Flock's LPR technology transforms how agencies gather evidence, monitor traffic, and tackle crime—empowering officers to act with precision and speed.



Infrastructure-Free

Solar-powered, wireless cameras reduce costs and time-to-value.



AI & Machine Learning

Uncover critical details with Vehicle Fingerprint, NightVision, and FreeForm



Real Time Alerting

Enable faster responses with NCIC, Amber Alerts, and custom hotlists.



Leading National Network

Seamlessly access crucial evidence, collaborating with agencies and private partners to solve crimes faster.

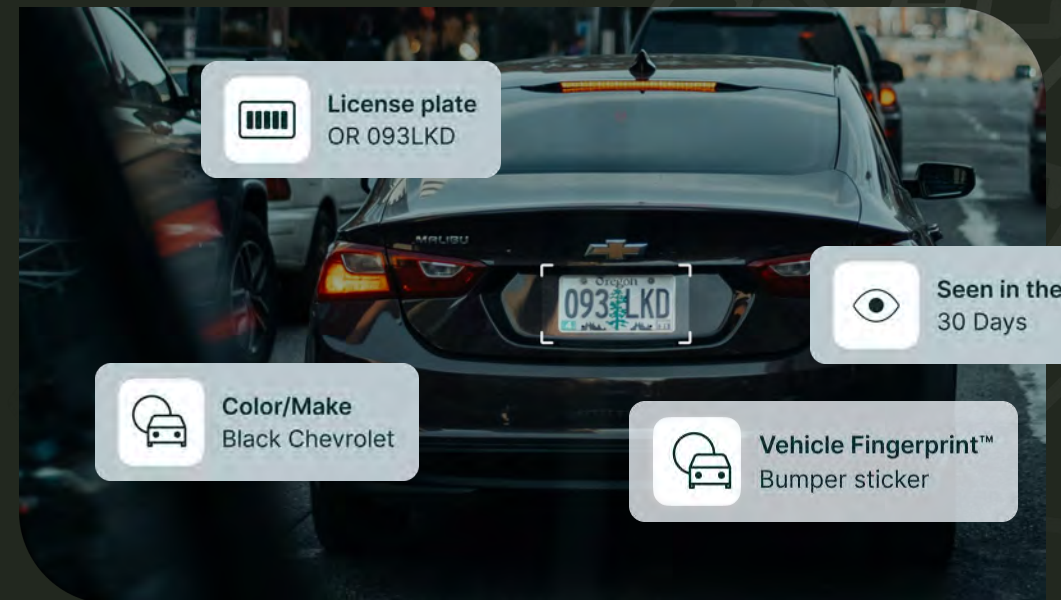


Vehicle Fingerprint

No plate? No problem. Pinpoint suspect vehicles using unique vehicle traits to save time.

Search and set up alerts using characteristics:

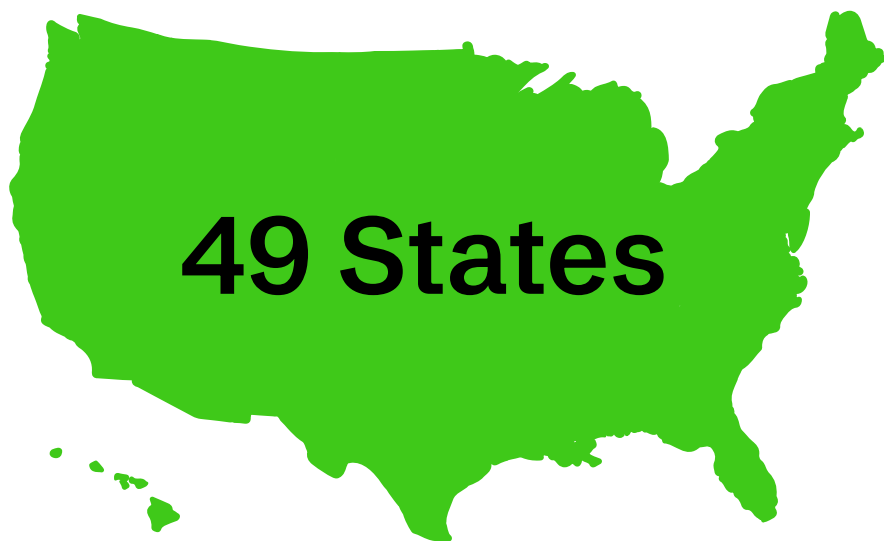
- ✓ Vehicle make
 - ✓ Body type
 - ✓ Color
 - ✓ Decals
 - ✓ Bumper stickers
 - ✓ Back racks
 - ✓ Top racks
 - ✓ Toolbox
- ✓ License plates
 - Temporary tags
 - State recognition





The Leading Fixed LPR Network

Access evidence from private & public LPRs nationwide*.



In partnership with the National Crime Information Center, National Center for Missing & Exploited Children, the FBI and other leading LPR databases

20B+

Plate Reads
Per Month

5K+

Community
Partners

4K+

Agencies

Collaborate with
agencies across
city and state lines.

19+ state

LPR databases

Unlimited custom,
shareable Hot Lists



A Smarter Approach to Safety



Hassle-Free Subscription Model

- End-to-end support: permitting, installation, and maintenance
- Evergreen technology that's always up to date, and never obsolete



Evidence Sharing & Collaboration

- National LPR network across 49 states
- Public-private partnerships



Tightly Integrated Product Ecosystem

- Seamlessly search evidence across devices
- Purpose-built to function as one solution
- Advanced AI & ML that works across devices



Solar-Powered & Wireless Devices

- Optimal device placement
- More coverage = more evidence





100%

Homicide Case Clearance in 2023
Tulsa PD (OK)

“Of all the years I’ve been doing this, **I can’t think of a better piece of technology, a more game-changing piece of technology.**”

CHIEF THOMPSON | Elizabethtown PD (KY)

56%

YoY Reduction in
Overall Crime
Delano PD (CA)

52%

Reduction in
Robbery in 1 Year
Cobb County PD (GA)



Built with Privacy In Mind

Protecting privacy by design

- ✓ All data is owned by customers and will never be sold to private third parties
- ✓ Flock automatically deletes data after 30 days by default
- ✓ No individual personal data is collected by or accessible in the Flock Live Video & LPR system
- ✓ Security is paramount, and all data is stored with end-to-end encryption

No Big Brother

Enabling accountability + transparency

- ✓ Search reason and user number saved in indefinitely-available audit trail
- ✓ Only a picture of the vehicle & tag are taken - FLOCK CAN NOT LINK A VEHICLE TO A REGISTRATION
- ✓ Flock offers a free and optional LPR Transparency Portal for community
- ✓ Flock does not share data with federal agencies - PD owns the data

Public Facing Transparency Portal

Overview

Stow MA PD uses Flock Safety technology to capture objective evidence without compromising on individual privacy. Stow MA PD utilizes retroactive search to solve crimes after they've occurred. Additionally, Stow MA PD utilizes real time alerting of hotlist vehicles to capture wanted criminals. In an effort to ensure proper usage and guardrails are in place, they have made the below policies and usage statistics available to the public.

Policies



What's Detected

License Plates, Vehicles



What's Not Detected

Facial recognition, People, Gender, Race



Acceptable Use Policy

Data is used for law enforcement purposes only. Data is owned by Stow MA PD and is never sold to 3rd parties.



Prohibited Uses

Immigration enforcement, traffic enforcement, harassment or intimidation, usage based solely on a protected class (i.e. race, sex, religion), Personal use.



Access Policy

All system access requires a valid reason and is stored indefinitely.



Hotlist Policy

Hotlist hits are required to be human verified prior to action.

Usage



Data retention (in days)

15 days



Number of owned cameras

3



External organizations with access



Hotlists Alerted On

NCIC, NCMEC Amber Alert



Vehicles detected in the last 30 days

57,397



Hotlist hits in the last 30 days

63



Searches in the last 30 days

5



Thank You

“In my 25 years, the Flock Safety system is the single **most important technology** in policing that has come out.”

CHIEF RUSH
Trussville PD (AL)

“I really feel like this technology is **the best thing** — or at least one of the best things — since the police radio. It's been a game changer.”

CHIEF SCESNEY
Grand Prairie PD (TX)

“This is the **single greatest change** since DNA — what this system does is a game changer.”

CHIEF MURRAY
Yakima PD (WA)

“Flock Safety is **the single best tool** I have seen in 30 years - enabling true community policing.”

CHIEF VANHOOZER
Cobb County PD (GA)

“Our ability to fight crime has **easily doubled** just by introducing Flock Safety's tools.”

SGT. SHIPP
Fort Worth PD (TX)

Flock Safety LPR®



PROBLEM

Without key evidence, like a license plate or vehicle description, many cases go unsolved.

SOLUTION

Flock Safety LPR cameras provide vehicle data, real-time alerts, searchable evidence, and analytics to improve police response and investigations 24/7.

Eliminate crime on every roadway with hassle-free LPR. Solve more cases faster with Flock’s effective and trusted LPR technology.



IMPROVE EFFICIENCY AND MAXIMIZE INVESTMENT WITH A ONE-STOP-SHOP

With one annual subscription fee, Flock Safety® covers hardware procurement, permitting, deployment planning, policy creation, installation, maintenance, user training, customer support, and software upgrades.



CUT COSTS WITH PUBLIC-PRIVATE PARTNERSHIPS

Flock Safety® brings LPR to neighborhoods and businesses, providing law enforcement privately-funded **access to actionable evidence**.



GAIN TRUST WITH BUILT-IN DATA GUARDRAILS

Our LPR is designed for secure, responsible use with customized user permissions, usage audits, and limited data retention. Devices only capture vehicle data, not people, to mitigate bias and accelerate case clearance. **Your agency owns 100% of the data.**



Trusted by Thousands of Law Enforcement Agencies

Key Features & Functionality

SEARCH

Search full, partial, and temporary plates by time and location.

VEHICLE FINGERPRINT®

Filter by Flock’s patented Vehicle Fingerprint® attributes:
Vehicle make | Body type | Color | State Registration
Decals | Bumper stickers | Back racks | Top racks

AUDIT TRAIL

- Capture required reason for search field capture.
- Report on user behavior for audits and positive outcomes for proof of ROI.

CONVOY ANALYSIS

Identify associate suspect vehicles with convoy analysis.

ACCESS EXTERNAL ALPR DATA

Access external ALPR databases:
FBI NCIC | NCMEC Amber Alert | REJIS | CCIC & more

CUSTOM ALERTS

Automate email, text, and in-app alerts from custom and shared Hot Lists (i.e. NCIC).

HOT LIST SHARING

Create and share hot lists.

CJIS COMPLIANT

Meet CJIS security policy compliance.

LOCATION-BASED SEARCH

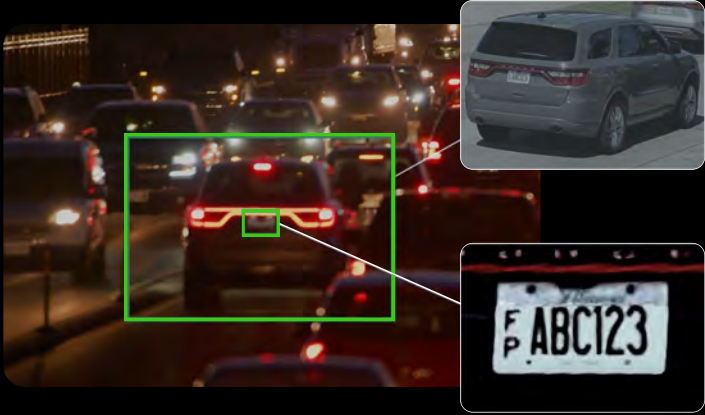
Perform single and multi-location-based searches to link a suspect vehicle to one, or multiple crime scenes.

REAL-TIME ROUTING

Determine possible vehicle path of travel with Real-Time Routing Analysis.

MOBILE APP

Access the FlockOS mobile companion app.



NIGHTVISION™ FOR CLEAR IMAGES AFTER DARK

Crime doesn’t stop at sundown. Identify unique VehicleFingerprint™ characteristics with your LPR, ensuring no vehicle lead is missed, plate visible or not."



Explore the LPR Camera Suite

Improve incident response and accelerate investigations with fixed and location-flexible devices that cover every roadway and use case.

STANDARD



Fixed, infrastructure-free LPR for standard two-lane roadways with moderate traffic.

- 75 MPH / 65' Distance
- Solar Power + LTE Connectivity

LONG-RANGE LPR



Fixed, long-range LPR for off-shoulder or high-speed, multi-lane highways with heavy traffic.

- 100 MPH / 150' Distance
- AC Power + LTE Connectivity

LONG-RANGE LPR WITH SOLAR



First of its kind infrastructure-free LPR for highspeed, high-volume roadways

- 100 MPH / 150' Distance
- Solar + LTE Connectivity

SHORT-RANGE LPR



Fixed, short-range LPR for parking lots and tight entries and exits.

- 25 MPH / Wide FoV
- Solar + LTE Connectivity

LPR VIDEO INTEGRATION



Embrace existing infrastructure - integrate third-party IP or LPR cameras into FlockOS®

FLEX LPR CAMERA



Location-flexible LPR for temporary coverage with easy, self-serve relocation and installation

- 75 MPH / 65' Distance
- Rechargeable Battery + LTE





LOCKHART POLICE DEPARTMENT

Policy 7.47 Automatic License Plate Reader (ALPR)

Effective Date: 01/01/2026

Replaces:

Approved: G.P. Williamson
Chief of Police

Reference:

I. POLICY

Automated License Plate Reader (ALPR) technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. ALPRs are used by the Lockhart Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance of crime suspects, fleeing suspect interdiction and stolen property recovery. The Lockhart Police Department respects privacy rights and will ensure its use of ALPR technology first and foremost protects those rights.

II. PURPOSE

- a) The purpose of this policy is to provide Lockhart Police Department personnel with guidelines on the proper capture, storage, and use of digital data obtained through the use of ALPR systems. The availability and use of ALPR systems have provided many opportunities for the enhancement of productivity, effectiveness, and officer safety. It is the policy of the Lockhart Police Department that all members abide by the guidelines set forth herein when using ALPR systems.

III. DEFINITIONS

- a) FOUO: For Official Use Only
- b) ALPR: Automated License Plate Reader
- c) ALPR Operator. Department members who may utilize ALPR system/equipment. ALPR operators may be assigned to any position within the Department.
- d) ALPR Administrator. The Chief of Police or their designee serves as the ALPR Administrator for the Department.
- e) LPR: License Plate Recognition
- f) Read: Digital images of license plates, vehicles, and associated metadata (e.g., date,

time, and geographic coordinates associated with the vehicle image capture) that are captured by the ALPR system.

- g) Alert: A visual and/or auditory notice that is triggered when the ALPR system receives a potential “hit” on a license plate.
- h) Hit: A read matched to a plate that has previously been registered on an agency’s “hot list” of vehicle plates related to stolen vehicles, wanted vehicles, or other factors supporting investigation, or which has been manually registered by a user for further investigation.
- i) Hot list: A list of license plates associated with vehicles of interest compiled from one or more databases including, but not limited to NCIC, TCIC, local BOLOs, information entered by the Texas Law Enforcement Telecommunication System (TLETS), etc.
- j) Fixed ALPR system: ALPR cameras that are permanently affixed to a structure, such as a pole, a traffic barrier, or a bridge.
- k) Mobile ALPR system: ALPR cameras that are affixed, either permanently (hardwired) or temporarily (e.g., magnet-mounted), to a law enforcement vehicle for mobile deployment.
- l) Portable ALPR system: ALPR cameras that are transportable and can be moved and deployed in a variety of venues as needed, such as a traffic barrel or speed radar sign.
- m) TCIC/NCIC: Texas Crime Information Center / National Crime Information Center databases.
- n) TLETS: Texas Law Enforcement Telecommunications System, which is a secure network through which access to TCIC/NCIC/ information is accessed.
- o) Vehicles of Interest: Including, but not limited to vehicles which are reported as stolen; display stolen license plates or tags; vehicles linked to missing and/or wanted persons and vehicles flagged by LPD or other law enforcement agencies.
- p) Detection: Data obtained by an ALPR of an image (such as a license plate) within public view that was read by the device, including potential images (such as the plate and description of vehicle on which it was displayed), and information regarding the location of the ALPR system at the time of the ALPR’s read.

IV. PROCEDURES

This section establishes procedures for the lawful and proper use of ALPR technology and provides for the best use of ALPR technology while at the same time protecting the rights of residents and motorists traveling on public roadways while in the City of Lockhart Area of Jurisdiction.

- a. No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- b. No ALPR operator may access confidential department, state or federal data unless authorized to do so.

- c. Only a sworn or civilian employee of this department who has been authorized by the Chief of Police to operate an ALPR or to access and use ALPR stored data, and who has successfully completed training provided by the department.
- d. All dispatchers, uniformed officers, supervisors, and the CID Division will have access to hotlist alerts.
- e. Supervisors and CID will have access to review data from LPR.
 - a. The cameras will be placed at transportation points where vehicle traffic must pass before entering sections of the city and/or locations based on criminal activity. The seven (7) ALPR cameras will be deployed at the listed locations.
 - a. Reserved.

V. PERMITTED and IMPERMISSIBLE USES

- a. The ALPR system, and all data collected, is the property of the Lockhart Police Department. Department personnel may only access and use the ALPR system for official and legitimate law enforcement purposes consistent with this Policy. All departmental personnel shall be aware that Texas statute Penal Code 39.06 (Offenses Against Public Administration) establishes a criminal offense for misuse of information for which a public servant has access by virtue of the person's office or employment, and that has not been made public, and uses said information to obtain a benefit or with intent to harm or defraud another.
- b. ALPR may be used for official law enforcement purposes, including but not limited to:
 - i) Pursuing information relevant to an ongoing criminal investigation
 - ii) Locating a missing or endangered person
 - iii) Locating a lost or stolen vehicle
 - iv) Apprehending an individual with an outstanding warrant
 - v) Particular consideration should be given to using ALPR data to canvass areas around homicides, shootings, and other major incidents.
 - vi) Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- c. The following uses of the ALPR system are specifically prohibited:
 - i) Invasion of Privacy. Except when done pursuant to a court order such as a search warrant, it is a violation of this Policy to utilize the ALPR to record license plates except those of vehicles that are exposed to public view (e.g., vehicles on a public road or street, or that are on private property but whose license plate(s) are visible from a public road, street, or a place to which members of the public have access, such as the parking lot of a shop or other business establishment).
 - ii) Harassment or Intimidation. It is a violation of this Policy and State law to use the ALPR system to harass and/or intimidate any individual or group.
 - iii) Use Based on a Protected Characteristic. It is a violation of this policy and State law to use the ALPR system or associated scan files or hotlists solely based on a person's or group's race, gender, religion, political affiliation, nationality, economic status,

- ethnicity, sexual orientation, disability, or any other classification protected by law.
- iv) Personal Use. It is a violation of this Policy to use the ALPR system or associated scan files or hotlists for any personal purpose.
- d. First Amendment Rights. It is a violation of this policy to use the ALPR system or associated scan files or hotlists for the purpose or known effect of infringing upon First Amendment rights. Any individual who engages in an impermissible use of the ALPR system (as defined herein) or associated scan files or hotlists may be subject to:
 - 1. Criminal prosecution,
 - 2. Civil liability, and/or
 - 3. Discipline, up to and including termination.
- e. LPR may not be used for:
 - i. Traffic enforcement or red-light enforcement
 - ii. Fines or fees, including expired tags
 - iii. To obtain biometric information
 - iv. Selling data to private third parties including, but not limited to, repossession companies

VI. ACCESS MANAGEMENT

- a. The Police Captain is responsible for;
 - i. maintaining a list of the name and job title of all authorized users.
 - ii. Developing training requirements.
 - iii. Promptly disclosing to the public any security breach with respect to the agency's LPRs or LPR data.
- b. The Criminal Investigations Division Lieutenant is responsible for:
 - i. ensuring systems and processes are in place for the proper collection and retention of ALPR data.
 - ii. Data obtained as evidence in an offense will be transferred to the designated storage following department procedures.

VII. RESPONSE

- a. Patrol Personnel - Upon being notified of an ALPR notification, on-duty personnel will respond to the area to attempt to locate the suspect vehicle. If the vehicle is located, proper traffic stop procedures shall be followed based on the type of hit, officer observations, and other factors present.
- b. When ALPR data is used to assist in the identification of a suspect or vehicle linked to criminal activity, the ALPR data shall be downloaded from the system and stored as evidence in accordance with video storage policy.
- c. If practical, the officer should verify an ALPR response through the appropriate official law enforcement database and corroborate the data before taking

enforcement action that is based solely on an ALPR alert.

VIII. DATA SHARING CRITERIA AND PROTOCOLS

- a. Law enforcement agencies must ask for permission to use the data obtained by Lockhart Police Department ALPR's.
- b. The ALPR data may be shared only with other state and local law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures: The agency makes a written request for the ALPR data that includes:
 - i. The name of the agency.
 - ii. The name of the person requesting.
 - iii. The request is reviewed by the Police Captain or the authorized designee and approved before the request is fulfilled.
 - iv. The approved request is retained on file.

IX. PROTECTIONS

- a. Data Ownership: Lockhart Police Department owns the data collected from LPR's and stored as evidence. Only video that is stored by Lockhart Police Department is subject to the Texas Public Information Act requests. Any other camera footage requests shall be directed to Flock Safety for compliance.
- b. Retention: Data will be kept for 30 days, unless it has become, or it is reasonable to believe it will become, evidence of a criminal action.
- c. Flock shall not keep or maintain any data.
- d. Auditing: Audits will be conducted bi-annually by CID or the Chief's designee to ensure users are entering valid search reasons and/or real case numbers, and using the system in accordance with this policy. Audits will include reconciliation with conducting officers.
- e. Training: All officers will be trained on appropriate use, hotlist response, and system access.
- f. Misuse Policy: Any misuse or violations of this policy will be handled in accordance with the department's disciplinary action policy.

X. PRIVATELY OWNED CAMERA SYSTEMS

- a) Lockhart Police Department recognized that local business and/or residents may want to purchase privately owned ALPR systems and link them to the Lockhart Police Department network of systems. All private systems linked to the Lockhart Police Department system must be approved by the Chief of Police. All data

received by Lockhart Police Department shall become Lockhart Police Department data and subject to all provisions of this policy. Lockhart Police Department must provide search capabilities to any linked ALPR system. Lockhart Police Department shall not be responsible for any costs associated with a privately funded ALPR system.

- b) Privately owned ALPR systems must meet all local government right-of-way ordinances, rules, and regulations.
- c) Lockhart Police Department will not actively monitor any privately owned ALPR or Video system

DRAFT

Flock Safety + TX - Lockhart PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Brandon Williams
brandon.williams@flocksafety.com
+16784677782



EXHIBIT A
ORDER FORM

Customer: TX - Lockhart PD
Legal Entity Name: TX - Lockhart PD
Accounts Payable Email:
Address: 214 Bufkin Ln Lockhart, Texas 78644

Initial Term: 12 Months
Renewal Term: 12 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - Invoiced at First Camera Validation.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$21,000.00
Flock Safety Flock OS			
FlockOS Starter	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	7	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$0.00	7	\$0.00
Subtotal Year 1:			\$21,000.00
Annual Recurring Subtotal:			\$21,000.00
Estimated Tax:			\$0.00
Contract Total:			\$21,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement may be renewed for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**").*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	\$21,000.00
Annual Recurring after Year 1	\$21,000.00
Contract Total	\$21,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$4,550.00

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS Starter	FlockOS Starter provides real-time situational awareness for agencies without requiring a full RTCC. It includes access to privately funded live video and a real-time jurisdiction map, enabling resource allocation and response coordination without complex infrastructure or extensive IT requirements.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: TX - Lockhart PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Terms and Conditions

TERMS AND CONDITIONS

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “**Order Form**”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

1.13 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.14 “**Permitted Purpose**” means legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form .

1.16 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 **Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or

any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "***Customer Obligations***").

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 Data Distribution. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces (“APIs”) is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality, and performance of this Agreement. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing

Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not (i) directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover or recreate the source code, object code or underlying structure, ideas or algorithms of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder(ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“Cure Period”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER’S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS

EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK’S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock’s installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock’s performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all

or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of

this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

These Terms and Conditions are subject to change.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 9, 2025

AGENDA ITEM CAPTION: Discussion regarding appointment of a City of Lockhart representative to the Caldwell County Homeless Coalition Board of Directors.

ORIGINATING DEPARTMENT AND CONTACT: Council -

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Caldwell County Homeless Coalition (CCHC), a 501(c)(3) nonprofit organization, amended its bylaws to create Governing Body Director positions, allowing each Caldwell County governing body—the Cities of Lockhart, Luling, and Martindale, as well as the Caldwell County Commissioners Court—to appoint one voting member to the CCHC Board of Directors for a three-year term. Appointed Directors are expected to attend monthly Board meetings, participate in general public meetings when possible, assist with outreach events, vote on Board action items, and have the right to review budgets and audit reports.

CCHC has invited the City of Lockhart to appoint a representative and identified two Lockhart residents with long-standing volunteer engagement—Pastor Jared Fischer (Grace Lutheran) and Tina Ramsey (Lockhart Veterans Affairs)—as strong candidates. Councilmember John Lairsen has requested that Jared Fischer, pastor at Grace Lutheran, be appointed to this role.

This appointment would provide the City direct representation in coalition priorities and outreach serving veterans, students, families, and individuals experiencing homelessness in Caldwell County. Supporting materials describing CCHC’s services, meetings, and outreach are attached.

PROJECT SCHEDULE (if applicable): **Term length:** Three (3) years from date of appointment

Meetings: Monthly Board meetings and public meetings as available

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Motion to appoint Jared Fischer as the City of Lockhart's voting Director to the Caldwell County Homeless Coalition Board for a three-year term.

LIST OF SUPPORTING DOCUMENTS: CCHC Informational Trifold, CCHC By Laws
Directors 1.4.1 Lockhart Directors



What We Do...



We Count Our Homeless

Our trained Field Volunteers perform monthly, quarterly & annual (PIT) Point-In-Time counts of Caldwell County individuals and family units.



We Are Here to Help!

For those that we meet in need CCHC provides immediate need assistance and guidance. Along with medical care connection through our CCHC Board Doctor.



Connected to External Partners and when Possible Family

Once CCHC provides for the immediate needs we connected the individuals with safe longterm solutions.



CALDWELL COUNTY HOMELESS COALITION

BOOTS ON THE GROUND

Supporting All of Caldwell Co.

HomelessInCaldwell.com

Contact Us

Email: Help@HomelessInCaldwell.com
Phone: 833-830-CCHC

(Field Office By Appointment Only)
1205 Blackjack St., Lockhart, TX 78644
Post Office Box 777, Luling, TX 78648

@Caldwell County
Homeless Coalition



CCHC a 501(c)3 Organization



Words from the CCHC Board of Directors...

"We can't do what we do without our trained Field Volunteers, Board Doctor, Partners and Donors. As we are all volunteers at heart and self-funded we THANK YOU to each and everyone that SUPPORTS US!"

CCHC collects donation items for our local homeless. For those wishing to make a monetary donation, please visit HomelessInCaldwell.com or email us at help@HomelessInCaldwell.com.



Your Well-Being is Our Mission

We strive to improve the well-being of our unhoused neighbors in Caldwell Co. All while we try to raise awareness about homelessness and collaborate with stakeholders to enhance support and foster solutions. We do this by providing support & officially Counting of our homeless.

Work with individuals, groups & organizations to take Caldwell County homeless to a **ZERO GOAL**.

Assist those within the County experiencing Homelessness and that have the same **ZERO GOAL**.

Our Values



Care



Connection



Mental Health



Improvement Conditions

What We Do

CCHC Emergency Unsheltered

24/7 emergency immediate homeless services, including meal service, temporary housing + dog care, medical services, transportation, prescriptions, and more.

Who Does CCHC Support?

Adults, Veterans, Student Age Youth, single and full family units. Individuals fleeing domestic violence.

CCHC Public Education

We hold public meetings during every calendar month where CCHC Board Directors review the latest homeless data to partners and the general Community.

Volunteer Opportunities

We always have room for more volunteers, from assisting with organizing donations, general administration duties, helping with our homeless call list, to getting trained on field survey's...if interested reach out to CCHC.

ARTICLE I. NAME OF ORGANIZATION

The name of the nonprofit is (CCHC) Caldwell County Homeless Coalition.

ARTICLE II. ORGANIZATION PURPOSE

Section 1. Nonprofit Purpose

This nonprofit is organized exclusively for charitable, educational, and outreach purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) and a 509(a) 2 charity of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Section 2. Specific Purpose

Caldwell County Homeless Coalition and services for homeless unsheltered persons with autism, special needs, disabilities or at-risk behaviors. This purpose includes outreach services to the homeless community within Caldwell County.

The specific objectives and purpose of this organization shall be:

- a. to provide direct services to our homeless community located within Caldwell County;
- b. to provide facilities, not limited to temporary housing; shelter facility; transportation to shelter facilities within Central Texas;
- c. to provide the unsheltered opportunities for mental health support, transportation assistance, medical assistance, housing assistance and food assistance;
- d. to assist with, host and/or participate in young and adult aged educational events, that not only directly assist the homeless but also to provide for education to the general Caldwell County community;
- e. to count those children, students and adult individuals experiencing homelessness in Caldwell County.

ARTICLE III. APPOINTMENT DIRECTOR MEMBERSHIP

Section 1. Eligibility for Director Membership

Voting directors shall be open to any current resident, property owner, business operator, or employee of your governing district that supports and is voted on by their governed body. With the purpose statement in Article II, Section 2. Appointment Director Members are open to each government body of City of Luling, City of Lockhart, City of Martindale and Caldwell County Texas Commissioners Court. With each government body provided the opportunity to appoint one voting director member to the (CCHC) Board, to a (3) year term.



Section 2. Rights of Appointed Director Members

Research any agenda topic being discussed at present or future official meetings. Cast their vote on official business brought before the Caldwell County Homeless Coalition Board, either at monthly meetings or a special called meeting.

Section 3. Resignation and Termination

Any appointed member may resign by filing a written resignation with the secretary. Resulting in that members representative government body reappointment of a new member within (90) days.

Section 4. Requirement Meetings

Each member of the Board of Directors shall attend at least nine (8) monthly meetings of the Board per year. Monthly meetings to be usually held 2nd Tuesday of each month from 2pm to 3:30pm, being held at dedicated locations within Caldwell County. Due to Directors are spread throughout Caldwell County; official called meetings may be held via Zoom or electronic video, as the discretion of the chair.

ARTICLE IV. MEETINGS OF MEMBERS**Section 1. Regular Meetings**

Regular meetings of the members shall be held monthly, at a time and place designated by the chair, within Caldwell County.

Section 2. Annual Meetings

An annual meeting of the members shall take place in the month of February, the specific date, time and location of which will be designated by the chair. At the annual meeting officers, receive reports on the activities of the association, and determine the direction of the association for the coming year.

Section 3. Special Meetings

Special meetings may be called by the chair, the Executive Committee, or a simple majority of the board of directors. A petition signed by ten percent of voting members may also call a special meeting.

Section 4 Notice of Meetings

Printed notice of each meeting shall be given to each voting Director member, by email, not less than two weeks prior to the meeting.



Section 5. Quorum

A quorum for a meeting of the members shall consist of at least twenty percent (40)% of the active Directors members.

Section 6. Voting

All issues to be voted on shall be decided by a simple majority of those present at the meeting in which the vote takes place.

ARTICLE V. BOARD OF DIRECTORS**Section 1. General Powers**

The affairs of the Nonprofit shall be managed by its Board of Directors. The Board of Directors shall have control of and be responsible for the management of the affairs and actions of the Nonprofit.

Section 2. Number, Tenure, Requirements, and Qualifications

The number of Directors shall be fixed from time-to-time by the Directors but shall consist of no less than three (3) nor more than fifteen (15) including the following officers: the President, the Vice-President, the Secretary, Treasurer and the governing body appointed Directors.

The members of the Board of Directors shall, upon election or appointment, immediately enter upon the performance of their duties and shall continue in office until their successors shall be duly appointed. All members of the Advisory Council (Committee)(i.e. Fundraising Committee) must be approved by a majority vote of the members present and voting. No vote on new members of the Advisory Council (Committee), shall be held unless a quorum of the Board of Directors is present as provided in Section 6 of this Article.

No two members of the Board of Directors related by blood or marriage/domestic partnership within the second degree of consanguinity or affinity may serve on the Board of Directors at the same time.

Newly elected or appointed members of the Board of Directors who have not served before shall serve initial one-year terms. At the conclusion of the initial one-year term, members of the Board of Directors may serve additional three year terms. Their terms shall be staggered so that at the time of each annual meeting, the terms of approximately one-third (1/3) of all members of the Board of Directors shall expire.

Each member of the Board of Directors shall attend at least nine (8) monthly meetings of the Board per year.

Section 3. Regular and Annual Meetings

An annual meeting of the Board of Directors shall be held at a time and day in the month of February of each calendar year and at a location designated by the Executive Committee of the Board of Directors. The Board of Directors may provide by resolution the time and place, for the holding of regular meetings of the Board.



Notice of these meetings shall be sent to all members of the Board of Directors no less than fourteen (14) days, prior to the meeting date.

Section 4. Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the President or Chairman only. The person authorized to call special meetings of the Board of Directors may fix any location, as the place for holding any special meeting of the Board called by them.

Section 5. Notice

Notice of any special meeting of the Board of Directors shall be given at least fourteen (14) days in advance of the meeting by telephone, facsimile or electronic methods or by written notice. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

Section 6. Quorum

The presence, in person of a majority of current members of the Board of Directors shall be necessary at any meeting to constitute a quorum to transact business, but a lesser number shall have power to adjourn to a specified later date without notice. The act of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these by-laws.

Section 7. Forfeiture

Any member of the Board of Directors who fails to fulfill any of his or her requirements as set forth in Section 2 of this Article by September 1st shall automatically forfeit his or her seat on the Board. The Secretary shall notify the Director in writing that his or her seat has been declared vacant, and the Board of Directors may forthwith immediately proceed to fill the vacancy. Members of the Board of Directors who are removed for failure to meet any or all of the requirements of Section 2 of this Article are not entitled to vote at the annual meeting and are not entitled to the procedure outlined in Section 14 of this Article in these by-laws.

Section 8. Vacancies

Whenever any vacancy occurs in the Board of Directors it shall be filled without undue delay by a majority vote of the remaining members of the Board of Directors at a regular meeting or within (90) days by the corresponding governing body appointment. Vacancies may be created and filled according to specific methods approved by the Board of Directors.



Section 9. Compensation

Members of the Board of Directors shall not receive any compensation for their services as Directors. They may at the Board's standard monthly meeting be pre-approved to be eligible for reimbursement for training courses expenses tied to homeless continued education classes.

Section 10. Informal Action by Directors

Any action required by law to be taken at a meeting of the Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by two-thirds (2/3) of all of the Directors following notice of the intended action to all members of the Board of Directors.

Section 12. Advisory Council (Committee or Sub-Committee)

An Advisory Council may be created with members appointed to Board of Directors. Who shall have no duties, voting privileges, nor obligations for attendance at regular meetings of the Board. Advisory Council members may attend said meetings at the invitation of a member of the Board of Directors. Members of the Advisory Council shall possess the desire to serve the community and support the work of the Caldwell County Homeless Coalition by providing expertise and professional knowledge.

Section 13. Parliamentary Procedure

Any question concerning parliamentary procedure at meetings shall be determined by the President or Chairman by reference the latest version of Robert's Rules of Order.

Section 14. Removal.

Any member of the Board of Directors or members of the Advisory Council may be removed with or without cause, at any time, by vote of three-quarters (3/4) of the members of the Board of Directors if in their judgment the best interest of the Nonprofit would be served thereby. Each member of the Board of Directors must receive written notice of the proposed removal at least ten (10) days in advance of the proposed action. An officer who has been removed as a member of the Board of Directors shall automatically be removed from office and any Advisory Council position.

Members of the Board of Directors who are removed for failure to meet the minimum requirements in Section 2 of this Article in these by-laws automatically forfeit their positions on the Board pursuant to Section 7 of this Article, and are not entitled to the removal procedure outlined in Section 14 of this Article.

ARTICLE VI. OFFICERS

The officers of this Board shall be the President or Chairman, Vice-President, Secretary, Treasurer and governing body appointed Directors.



Section 1. President or Chairman

The President shall preside at all meetings of the membership. The President shall have the following duties:

- a. He/She shall preside at all meetings of the Executive Committee.
- b. He/She shall have general and active management of the business of this Advisory Board.
- c. He/She shall see that all orders and resolutions of the Advisory Board are brought to the Advisory Board.
- d. He/She shall have general superintendence and direction of all other officers of this nonprofit and see that their duties are properly performed.
- e. He/She shall submit a report of the operations of the program for the fiscal year to the Advisory Board and members at their annual meetings, and from time to time, shall report to the Board all matters that may affect this program.
- f. He/She shall be Ex-officio member of all standing committees and shall have the power and duties usually vested in the office of the President.
- g. Serve a one (3) year initial followed by full board vote of (2) year term, if re-elected.

Section 2. Vice-President

The Vice-President shall be vested with all the powers and shall perform all the duties of the President during the absence of the latter. The Vice-Presidents duties are:

- a. He/She shall have the duty of chairing their perspective committee and such other duties as may, from time to time, be determined by the Advisory Board.
- b. Serve a one (1) year initial followed by full board vote of (3) year term.

Section 3. Secretary

The Secretary shall attend all meetings of the Advisory Board and of the Executive Committee, and all meetings of members, and assisted by a staff member, will act as a clerk thereof. The Secretary's duties shall consist of:

- a. He/She shall record all votes and minutes of all proceedings in a book to be kept for that purpose. He/She in concert with the President shall make the arrangements for all meetings of the Advisory Board, including the annual meeting of the organization.
- b. Assisted by a staff member, he/she shall send notices of all meetings to the members of the Advisory Board and shall take reservations for the meetings.
- c. He/She shall perform all official correspondence from the Advisory Board as may be prescribed by the Advisory Board or the President.
- d. Serve at three (3) year term, as determined by Members.



Section 4. Treasurer

The Treasures duties shall be:

- a. He/She shall submit for the Finance and Fund Development Committee approval of all expenditures of funds raised by the Advisory Board, proposed capital expenditures, by the staff of the agency.
- b. He/She shall present a complete and accurate report of the finances raised by this Advisory Board and also the Paul Smith Memorial Fund at each meeting of the members, or at any other time upon request to the Advisory Board.
- c. He/She shall have the right of inspection of the funds including budgets and subsequent audit reports.
- d. It shall be the duty of the Treasurer to assist in direct audits of the funds of the program according to funding source guidelines and generally accepted accounting principles.
- e. He/She shall perform such other duties as may be prescribed by the Advisory Board or the President under whose supervision he/she shall be.
- f. Serve at three (3) year term, as determined by Members.

Section 4.1 Directors (Governing Body Appointments)

The Directors duties shall be:

- a. To be appointed for a three (3) year term
- b. To be appointed each Director by City of Martindale, City of Luling, City of Lockhart or Caldwell County Commissioners court governing bodies.
- c. Attend Caldwell County Homeless Coalitions monthly regular scheduled Board meetings.
- d. Attend when possible Caldwell County Homeless Coalition monthly General Public meetings.
- e. Attend no less than nine (8) meetings over a twelve (12) month period.
- f. Assist with outreach events.
- g. Research and vote on action items put before the CCHC Board.
- h. Attend any specially called meetings.
- i. He/She shall have the right of inspection of the funds including budgets and subsequent audit reports.
- j. He/She shall perform such other duties as may be prescribed by the Advisory Board or the President under whose supervision he/she shall be.

Section 5. Election of Officers

For any open positions the Nominating Committee shall submit at the meeting prior to the annual meeting the names of those persons for the respective offices of the Advisory Board. Nominations shall also be received from the floor after the report of the Nominating Committee. The election shall be held at the annual meeting of the Advisory Board, or any regularly scheduled Board meeting. Those officers elected shall serve a term of



one (1) year or three (3) year term based on position, commencing at the next meeting following the annual meeting.

Officers of the Executive Committee shall be eligible to succeed themselves in their respective offices for two (2) terms only.

Section 6. Removal of Officer

No officer of the Board of Directors shall be expelled without an opportunity to be heard and notice of such motion of expulsion shall be given to the member in writing twenty (20) days prior to the meeting at which motion shall be presented, setting forth the reasons of the Board for such expulsion.

Section 7. Vacancies

The Nominating Committee shall also be responsible for nominating persons to fill vacancies which occur between annual meetings, including those of officers. Nominations shall be sent in writing to members of the Advisory Board at least two (2) weeks prior to the next meeting at which the election will be held. The persons so elected shall hold membership or office for the unexpired term in respect of which such vacancy occurred.

ARTICLE VII. COMMITTEES

Section 1. Committee Formation

The board may create committees as needed, such as fundraising, housing, budget, Point-In-Time, public relations, data collection, etc. The board chair appoints all committee chairs.

Section 2. Executive Committee

The three officers serve as the members of the Executive Committee. Except for the power to amend the Articles of Innonprofit and Bylaws, the Executive Committee shall have all the powers and authority of the board of directors in the intervals between meetings of the board of directors, and is subject to the direction and control of the full board.

Section 3. Finance Committee

The treasurer is the chair of the Finance Committee, which includes two other board members. The Finance Committee is responsible for developing and reviewing fiscal procedures, fundraising plans, and the annual budget with directors and other board members. The board must approve the budget and all expenditures must be within budget. Any major change in the budget must be approved by the board or the Executive Committee. The fiscal year shall be the calendar year. Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public.



ARTICLE VIII. – Conflict of Interest and Compensation

Section 1: Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (CCHC) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 2: Definitions

a. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

b. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
2. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. No Director, Board Member or Committee Member may receive compensation for volunteer work performed. Board may at its full discretion, with member approval determine to reimburse internal or external members for travel cost associated and pre-approved homeless training courses.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Section 3. Procedures

- a. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
- b. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
- c. Procedures for Addressing the Conflict of Interest



1. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
2. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
3. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

d. Violations of the Conflicts of Interest Policy

1. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
2. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 4. Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 5. Compensation

- a. A voting member compensation shall be at zero amount from Caldwell County Homeless Coalition.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.



Section 6. Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7. Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted.

Section 8. Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE IX. IDEMNIFICATION

Section 1. General

To the full extent authorized under the laws of the State of Texas, the nonprofit shall indemnify any governing body appointment, director, officer, employee, or agent, or former member, director, officer, employee, or agent of the nonprofit, or any person who may have served at the nonprofit's request as a director or officer of another nonprofit (each of the foregoing governing body appointment, members, directors, officers, employees, agents, and persons is referred to in this Article individually as an "indemnatee"), against expenses actually and necessarily incurred by such indemnatee in connection with the defense of any action, suit, or proceeding in which that indemnatee is made a party by reason of being or having been such member, director, officer, employee, or agent, except in relation to matters as to which that indemnatee shall have been adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of a duty. The foregoing indemnification shall not be deemed exclusive of any other rights to which an indemnatee may be entitled under any bylaw, agreement, resolution of the Board of Directors, or otherwise.

Section 2. Expenses

Expenses (including reasonable attorneys' fees) incurred in defending a civil or criminal action, suit, or proceeding may be paid by the nonprofit in advance of the final disposition of such action, suit, or proceeding, if authorized by the Board of Directors, upon receipt of an undertaking by or on behalf of the indemnatee to repay such amount if it shall ultimately be determined that such indemnatee is not entitled to be indemnified hereunder.



Section 3. Insurance

The nonprofit may purchase and maintain insurance on behalf of any person who is or was director, officer, employee, or agent against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the nonprofit would have the power or obligation to indemnify such person against such liability under this Article.

ARTICLE X. BOOKS AND RECORDS

The nonprofit shall keep complete books and records of account and minutes of the proceedings of the Board of Directors. Available to your appointed director at their discretion.

ARTICLE XI. AMENDMENTS

Section 1. Bylaws

The CCHC Board of Directors has approve [Approved] this amended Directors Bylaws (Ver. 1.4) by majority vote at its March 11th 2025 (Ver. 1.3) and superseding on April 16th 2025 (Ver. 1.4) regular scheduled meeting. Written notice setting forth the proposed amendment or summary of the changes to be effected thereby shall be given to each director and director's appointment governing body within the time and the manner provided for the giving of notice of meetings of directors.

Section 2. Version Updates

- | | |
|-----------|--|
| Ver. 1.3; | The addition of Article V. Section 4.1 Directors (Governing Body Appointments)
Approved by CCHC Board March 11th 2025. |
| Ver. 1.4; | Addition of <i>monthly</i> to 4.1(d), addition of <i>any governing body</i> to Article IX
INDEMNIFICATION Section 1. General. Approved by CCHC Board April 16th 2025. |

If City of Lockhart approves in an open city council session the Appointment of an individual a signed document by any party herein is not required by Caldwell County Homeless Coalition.

IF REQUIRED by the Governing Body, SIGNATURES ON NEXT PAGE



APPOINTMENT OF DIRECTOR

We, the undersigned, each agree to the appointment of a single voting Director member to a three (3) year term on (CCHC) Caldwell County Homeless Coalition board.

(Signature)

Date: ____/____/____

(Printed Name) Representative of City of Lockhart
~

(Signature) CCHC Chairman

Date: ____/____/____

(Printed Name) Representative of CCHC
~

(Signature) Governing Body Director Appointed by City of Lockhart

Date: ____/____/____

(Printed Name) Representative Appointed by City of Lockhart



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 9, 2025

AGENDA ITEM CAPTION: Presentation and discussion regarding lighted stop signs in the downtown area.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: As part of the Downtown Revitalization Project, several new stop signs were recently installed to enhance pedestrian safety and calm traffic in historic downtown Lockhart. With these additions, there are now 36 stop signs in the downtown area. This agenda item provides an opportunity for City Council to give staff direction on whether to continue researching the potential use of lighted LED stop signs at select downtown intersections.

Lighted stop signs are most commonly installed at high-risk intersections or in areas where traditional signage has proven insufficient. They are particularly effective in the following situations:

- **Limited visibility:** Curves, hills, or other obstructions that prevent clear sight lines.
- **Rural or poorly lit areas:** Where drivers may not anticipate intersections, especially at night.
- **High-risk intersections:** Locations with a history of collisions or high rates of stop sign violations.
- **High-traffic intersections:** Busy corridors where illuminated signage stands out amid visual clutter.
- **Adverse weather conditions:** Active illumination improves visibility in fog, rain, or low light.

TxDOT has noted that use of LED stop signs or beacons is generally based on crash history at a given location. Other measures, such as advanced warning signs or supplemental signage, are typically considered first. TxDOT would need to review individual locations to determine if LED stop signs are warranted in Lockhart's downtown.

Several factors for consideration regarding the potential use of lighted LED stop signs include the following:

- **Design Standards:** Current downtown signage was designed by the project engineer and architect to meet or exceed safety standards.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

- **Aesthetic Impact:** Unsynchronized LED signs may detract from the historic downtown character.
- **Cost:** LED stop signs typically cost between \$700–\$1,200 per sign and were not budgeted in the Downtown Revitalization Project.
- **Alternative Safety Enhancements:** The downtown project already includes new intersection lighting, crosswalks, stop bars, and striping to improve visibility and safety while preserving the historic aesthetic.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

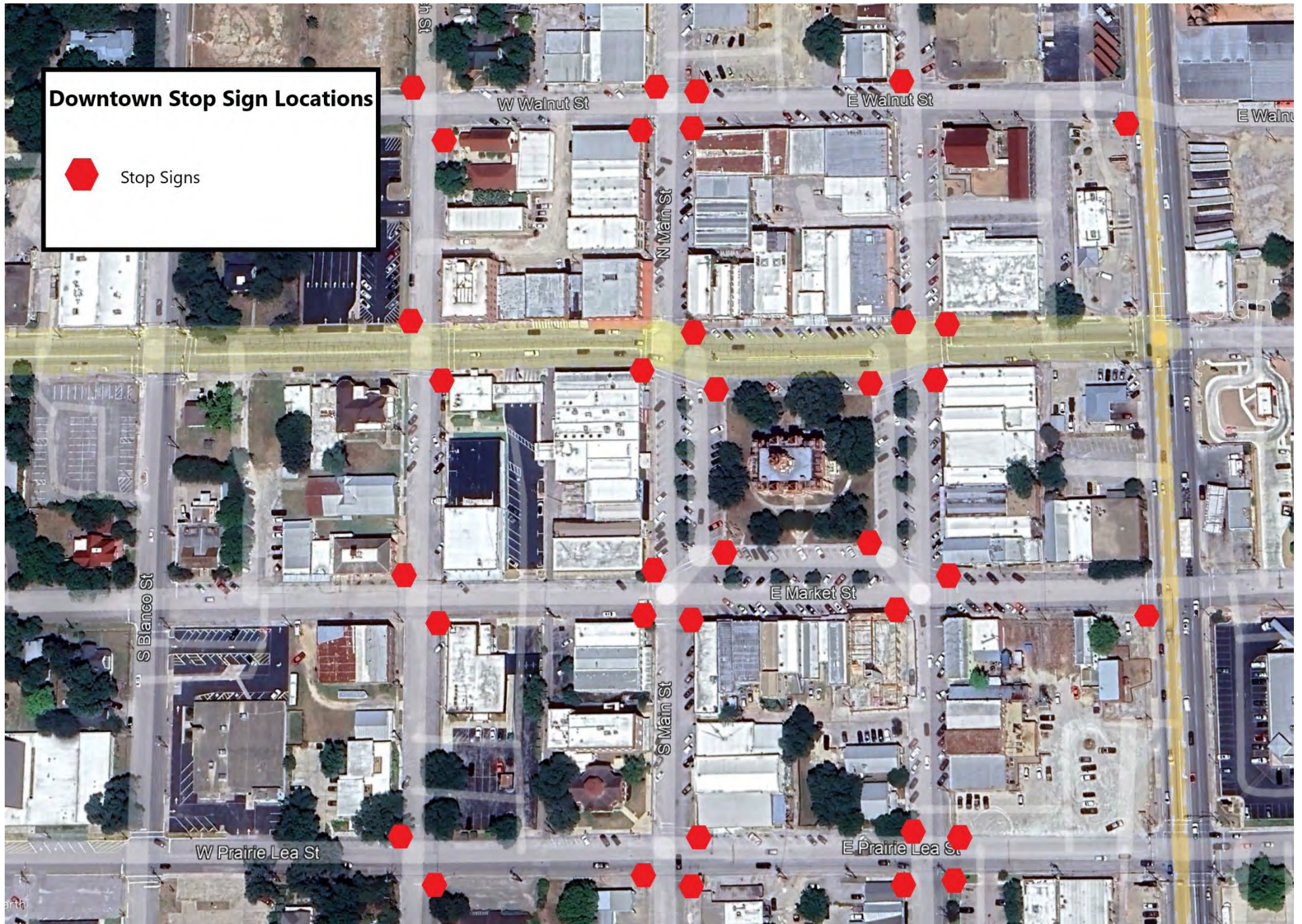
COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Example of Lighted Stop Sign, Downtown Stop Sign Locations

Example of Solar Powered LED Lighted Stop Sign





City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 9, 2025

AGENDA ITEM CAPTION: Presentation and discussion regarding potential Downtown Business Support Programs.

ORIGINATING DEPARTMENT AND CONTACT: Council -

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: At the request of members of City Council, and in response to feedback from downtown businesses, staff will provide a presentation outlining potential business support programs. Downtown businesses have expressed concern that the ongoing Downtown Revitalization Project — including temporary street closures and the general appearance of a construction zone — has deterred customers and visitors.

The presentation will highlight potential support strategies intended to help downtown businesses navigate these challenges until construction is complete. Options may include marketing and promotional initiatives, partnerships, technical assistance, and other business retention efforts.

This agenda item is intended to provide City Council with an overview of possible approaches and to receive Council's direction on whether to advance research and development of one or more specific support programs.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

**REGULAR MEETING
LOCKHART CITY COUNCIL**

OCTOBER 15, 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
Bob Leos, Electric Superintendent
Travis Hughes, Parks Director
Andrew Devaney, Building Official

Brad Bullock, City Attorney
Julie Bowermon, City Secretary
Sean Kelley, Public Works Director
Keeli Michna, Finance Director
Tatiana Salazar, Public Information Officer

Citizens/Visitors Addressing the Council: Representatives of the Hays-Caldwell Women's Center; and Katilyn Admire and Chance Sparks of Freese and Nichols;

Work Session 6:30 p.m.

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

DISCUSSION ONLY

A. PRESENTATION OF A PROCLAMATION DECLARING OCTOBER 2024 AS NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH.

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

B. DISCUSSION REGARDING A FACILITIES USE AGREEMENT BETWEEN THE CITY OF LOCKHART AND DENUCCI CONSTRUCTORS FOR THE TEMPORARY USE OF PROPERTY LOCATED BEHIND 110 NORTH BRAZOS STREET FOR PURPOSES OF A CONSTRUCTION LAYDOWN YARD, AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT IF APPROVED.

Mr. Kelley stated that on July 16, 2024, the Downtown Revitalization Project was awarded to DeNucci Constructors. The two-year project consists of water, wastewater, storm drain infrastructure, street improvements and landscaping. As part of this project, the contractor brings in supplies and materials for the construction of the infrastructure that is the Downtown Revitalization Project. When projects have long durations, right-of-way is limited and construction storage limitations exist, contractors utilize temporary laydown yards to store the materials necessary to complete the project. Authorizing the temporary use of the land located behind 110 North Brazos Street (Lockhart Recycling Center) as a laydown yard for "spoil" dirt material, bedding materials, and other various staged materials would benefit the project's functionality. DeNucci Constructors currently has leased property to serve as a laydown yard at the northeast corner of N. Blanco Street and Walnut Street. The primary function of this laydown location will be used as storage for traffic control devices and equipment storage, shifting the more disruptive uses to the location behind 110 North Brazos Street. The term of the proposed temporary use agreement located at 110 North Brazos Street would be until March 16, 2027, beyond the anticipated

completion date of the Downtown Revitalization Project. The contractor will be required to maintain and secure required insurance. They will also be required to keep the site free of trash and must restore the property to its original condition at the end of the agreement term.

C. DISCUSSION REGARDING UPDATED AGREEMENT WITH LOWER COLORADO RIVER AUTHORITY AND MCCOY TREE SURGERY FOR TREE TRIMMING IN THE RIGHT-OF-WAY AND UTILITY EASEMENTS.

Mr. Leos stated that it is recommended that the City continue the tree trimming program with McCoy Tree Surgery (McCoy) in an effort to reduce voltage flicker, outages, losses, and improve public safety and satisfaction. Trees in close contact with power lines and tree limbs falling onto power lines are the most common causes of outages. Downed power lines caused by falling trees are a public safety hazard. Utilities that fail to maintain a tree trimming program frequently experience higher than normal expenses during severe storm conditions, which include overtime, purchase of additional inventory to replace damaged poles, wires and electric equipment. The City's electric utility staff are very satisfied with the work McCoy has completed throughout the city to date. If approved, McCoy advised they can begin pruning in early December 2024. Trimming oak trees during the winter months (December–February) is an industry best practice to mitigate potential causes of Oak Wilt. Staff anticipates funding appropriated in this year's FY 2024-25 budget will continue tree trimming services through April 2025. Prior to trimming, door hangars (in English and Spanish) are left at the residences in the area and provide the name and number of the City's contractor. McCoy was first awarded a Customer Services Contract with the City for tree trimming services in FY 2019-20 during the March 3, 2020 Council meeting. The approved services contract was provided through the Lower Colorado River Authority's (LCRA) competitively procured tree trimming agreement with McCoy Tree Surgery. LCRA advised they will rebid the tree trimming agreement in Fall 2024 for a new term. McCoy Tree Surgery specializes in vegetation management for the electric utility industry. Their pruning methods comply with industry standards for safety and tree care, and are endorsed by the International Society of Arboriculture and Tree Care Ind. Additional information regarding the city's tree trimming program can be found on the city website: www.lockhart-tx.org/page/elec_tree_trimming. Funding for this program is incorporated into the city's existing electric utility rates. There is no additional charge to the customer for these services. There was discussion.

D. DISCUSSION REGARDING THE PROPOSAL AND CONTRACTUAL ENGAGEMENT LETTER BETWEEN BROOKSWATSON AND COMPANY AND THE CITY OF LOCKHART; AND APPOINTING THE MAYOR AND CITY MANAGER TO SIGN THE CONTRACTUAL ENGAGEMENT LETTER.

Ms. Michna stated that the City of Lockhart's Charter requires that *"the City shall have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The City Council shall employ a certified public accountant who holds a permit to practice from the Texas State Board of Public Accountancy."* Additionally, *"the accountant shall not maintain or keep any of the City's accounts or records and shall not perform the City's annual audit for more than five (5) consecutive years in succession"* (Section 3.14). On April 21, 2021, the City of Lockhart, Texas entered into a contract with BrooksWatson and Company for auditing services for a term of three (3) years with the option to extend an additional two years. At the end of fiscal year 09/30/2023, BrooksWatson and Company fulfilled their three-year term with the City of Lockhart. BrooksWatson and Company has recommended the implementation of updated financial policies and procedures to ensure compliance and safekeeping of City funds. It is the recommendation of staff to extend the auditing services contract for the two additional years for the fiscal year ending September 2024 and 2025.

E. DISCUSS AN INTER-LOCAL AGREEMENT WITH TXDOT TO FACILITATE THE INSTALLATION OF THE CITY'S APPROVED GATEWAY MONUMENT SIGNS WITHIN THE TXDOT HIGHWAY 183 AND HIGHWAY 130 RIGHT-OF-WAYS.

Mr. Hughes stated that the City adopted a Wayfinding Master Plan on February 1, 2022 that includes Gateway Monument Signs located within the Texas Department of Transportation (TxDOT) right-of-way on Highway 183 and Highway 130. TxDOT has specific guidelines for Gateway Monument Signs that are included in the Inter-local Gateway Monument Agreement. It is a TxDOT requirement that the City submit this signed agreement along with all relevant designs, plans, and details for approval prior to installation. There was discussion regarding updated signs and new pricing of the Gateway signs.

F. DISCUSS RENEWAL OF THE CEMETERY MAINTENANCE AGREEMENT WITH MAINTENANCE MANAGEMENT, LLC.

Mr. Hughes stated that the City has an annually renewable Cemetery Maintenance Agreement with Maintenance Management, LLC to conduct mowing, tree trimming and general maintenance of the City Burial Park and Hooks Cemetery. The service area is approximately 35.6 acres and is to be mowed and trimmed 22–24 times per year. This has been a satisfactory agreement. City staff recommends renewal of the contract. There was discussion.

RECESS: Mayor White announced that the Council would recess for a break at 7:00 p.m.

ITEM 1. CALL TO ORDER.

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

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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

ITEM 3. PUBLIC COMMENT.

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

ITEM 4-A. HOLD A PUBLIC HEARING AND DISCUSSION AND/OR ACTION ON ORDINANCE 2024-31 AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF LOCKHART ENTITLED "LOCKHART LOOKING FORWARD," PROVIDING A SAVINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

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

Mr. Fowler stated that the public hearing is for the review, public comment, and possible adoption of the Lockhart Looking Forward Comprehensive Plan. The planning process began with the awarding of the contract for professional services for Freese and Nichols Inc to Write a Comprehensive Plan in April 2023. Since then, Freese and Nichols and City staff have held focus groups, steering committee meetings, public workshops, and provided online interaction activities to gather the input of the community. The consultant has also presented several updates to City Council and the Planning and Zoning Commission regarding research findings and presenting in-progress draft plan assumptions and strategies. The Planning and Zoning Commission has recommended approval, while also providing a few comments which Freese and Nichols and staff have incorporated in creating the revised draft that has been submitted for public hearing. The draft also incorporated many of the suggestions received in public comments posted on the plan's website as well as comments City staff has received from interested parties.

Katilyn Admire and Chance Sparks of Freese and Nichols presented information and there was discussion about the Comprehensive Plan.

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

Mayor White made a motion at 8:20 p.m. to table the public hearing and to table the public hearing until November 7, 2024 at 7:30 p.m. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 4-B. HOLD A PUBLIC HEARING AND DISCUSSION AND/OR ACTION ON RESOLUTION 2024-26 AUTHORIZING AND CREATING THE SEAWILLOW PUBLIC IMPROVEMENT DISTRICT PURSUANT TO CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE.

Mayor White opened the public hearing at 8:21 p.m.

Mr. Bullock stated that as Council recalls, the City previously approved the Seawillow Development Agreement, which provides that the City will take steps to authorize the creation of a public improvement district (“PID”), created pursuant to Chapter 372 of the Texas Local Government Code. Chapter 372 sets forth the steps necessary to establish the creation of a PID. At the September 3rd Council Meeting, Council adopted a resolution accepting a petition for and calling a public hearing on the advisability of public improvements and creation of Seawillow Public Improvement District pursuant to Chapter 372 of the Texas Local Government Code. That resolution was the first required step in the PID creation process. The second required step is to hold a public hearing on the advisability of the improvements and services, and publish notices for the public hearing. All required notices have been published and distributed via mail to affected property owners. The last step is to pass a resolution authorizing and creating the PID. The purpose of a PID is to allow development to pay for itself and reimburse a developer for funding certain approved costs related to infrastructure and similar items that benefit the new development. The attached Resolution 2024-26 creates the Seawillow Public Improvement District in accordance with Chapter 372.

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

Councilmember Lairsen made a motion to approve Resolution 2024-26, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 5-A. DISCUSSION AND/OR ACTION REGARDING A FACILITIES USE AGREEMENT BETWEEN THE CITY OF LOCKHART AND DENUCCI CONSTRUCTORS FOR THE TEMPORARY USE OF PROPERTY LOCATED BEHIND 110 NORTH BRAZOS STREET FOR PURPOSES OF A CONSTRUCTION LAYDOWN YARD, AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT IF APPROVED.

Councilmember Lairsen made a motion to approve a Facilities Use Agreement with Denucci Constructors, as presented. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

ITEM 5-B. DISCUSSION AND/OR ACTION ON UPDATED AGREEMENT WITH LOWER COLORADO RIVER AUTHORITY AND MCCOY TREE SURGERY FOR TREE TRIMMING IN THE RIGHT-OF-WAY AND UTILITY EASEMENTS.

Councilmember Michelson made a motion to approve the updated Agreement with the Lower Colorado River Authority and McCoy Tree Surgery, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 5-C. DISCUSSION AND/OR ACTION REGARDING THE PROPOSAL AND CONTRACTUAL ENGAGEMENT LETTER BETWEEN BROOKSWATSON AND COMPANY AND THE CITY OF LOCKHART; AND APPOINTING THE MAYOR AND CITY MANAGER TO SIGN THE CONTRACTUAL ENGAGEMENT LETTER.

Councilmember Westmoreland made a motion to approve the Proposal and Contractual Engagement Letter with BrooksWatson and Company, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 5-D. DISCUSSION AND/OR ACTION TO CONSIDER AN INTER-LOCAL AGREEMENT WITH TXDOT TO FACILITATE THE INSTALLATION OF THE CITY'S APPROVED GATEWAY MONUMENT SIGNS WITHIN THE TXDOT HIGHWAY 183 AND HIGHWAY 130 RIGHT-OF-WAYS.

Councilmember Michelson made a motion to approve the inter-local agreement with TxDOT regarding installation of the approved Gateway Monument signs, as presented. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 5-E. DISCUSSION AND/OR ACTION TO CONSIDER RENEWAL OF THE CEMETERY MAINTENANCE AGREEMENT WITH MAINTENANCE MANAGEMENT, LLC.

Councilmember Lairsen requested that this service goes out for bid next year.

Councilmember Lairsen made a motion to approve renewal of the Cemetery Maintenance Agreement with Maintenance Management, LLC and that the cemetery maintenance service goes out for bid in 2025. Councilmember Castillo seconded. The motion passed by a vote of 4-3, with Councilmember Westmoreland, Councilmember Michelson and Mayor White opposing.

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

- New population estimates for Lockhart.
- Coffee with A Cop event to be held October 22, 2024 from 8:30 am – 10:00 am at the Randolph Brooks Federal Credit Union in Lockhart.
- Public hearing for Noise Standards scheduled for October 23rd (Planning and Zoning Commission) and November 7th (City Council).
- Splash pads closing on October 28th.
- Recommendations from the Animal Shelter Advisory Board regarding animal limitations on residential property and microchipping regulations will be discussed at the November 7th City Council meeting.
- Reminder: There will not be a City Council meeting on the first Tuesday of November. The meeting has been moved to Thursday, November 7, 2024.

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

Councilmember Mendoza announced that the blood drive will be in Lockhart on October 26th.

Mayor Pro-Tem Sanchez expressed condolences to families that have lost a loved one. She wished the Lockhart High School football best on their next game. Early voting begins soon. She encouraged everyone to stay safe during Halloween.

Councilmember Lairsen encouraged everyone to vote.

Councilmember Castillo encouraged everyone to vote. He thanked staff for coordinating accommodations for the TML Conference.

Mayor White announced that the Children's Care-a-Van will be at Commerce Café next week.

EXECUTIVE SESSIONS

Mayor White announced that the Council would enter Executive Session at 8:35 p.m. to discuss items 8A and 9A.

ITEM 8-A. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.074 - TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE. CONDUCT ANNUAL CITY ATTORNEY'S EVALUATION.

ITEM 9-A. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.072 - TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PERSON. DISCUSSION REGARDING POSSIBLE LAND ACQUISITION.

OPEN SESSION

Mayor White announced that the Council would enter Open Session at 10:00 p.m.

ITEM 10-A. DISCUSSION AND/OR ACTION REGARDING ANNUAL CITY ATTORNEY'S EVALUATION.

Mayor White made a motion to extend the Messer Fort contract for another year. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

ITEM 10-B. DISCUSSION AND/OR ACTION REGARDING POSSIBLE LAND ACQUISITION.

There was no action.

ITEM 11. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 10:04 p.m.

PASSED and APPROVED this the 9th day of October, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

**REGULAR MEETING
LOCKHART CITY COUNCIL**

NOVEMBER 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
Gary Williamson, Police Chief
Keeli Michna, Finance Director

Brad Bullock, City Attorney
Julie Bowermon, City Secretary
Sean Kelley, Public Works Director
Nikole Lockard, Animal Control Supervisor
Tatiana Salazar, Public Information Officer

Citizens/Visitors Addressing the Council: Citizens: Len Gabbay, Donna Daniels, Tim Torres, Joe DiLullo, Chris St. Leger, Gillian Robb, Andi St. Leger, Pat Stroka, Susan Petty, Joanne Stephenson, Anita Strayer, Patrick Davis, and Cynthia Alvarez; and Kaitlyn Admire of Freese and Nichols.

Work Session 6:30 p.m.

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

DISCUSSION ONLY

A. DISCUSS A RECOMMENDED ORDINANCE FROM THE ANIMAL SHELTER ADVISORY BOARD REGARDING ESTABLISHING MAXIMUM NUMBER OF DOGS AND CATS IN AND ON RESIDENTIAL PROPERTIES AND DIRECT STAFF TO PRESENT A FINAL ORDINANCE DRAFT, IF SO DESIRED, AT A FUTURE DATE.

Chief Williamson stated that the Animal Shelter Advisory Board has recommended an ordinance that aims to regulate the number of dogs and cats that residents may keep on their properties, establishing a combined limit of five animals per household to enhance public health, safety, and welfare. This ordinance applies to all residential properties within Lockhart, including single-family homes, apartments, and townhouses. An important exception to this rule allows current pet owners who already exceed the limit to keep their animals, provided they register them with the Lockhart Animal Shelter within 90 days of the ordinance's effective date. However, these owners will not be allowed to replace any pets that pass away until their total animal count is within the set limit. Enforcement will be managed by the Lockhart Animal Control Department, and penalties for non-compliance range from fines starting at \$100, with escalating fines for repeated violations. Notably, the ordinance exempts licensed animal shelters, rescue organizations, and state-licensed commercial breeders. Residents seeking an exception to the animal limit may also apply for a variance, which will be evaluated on a case-by-case basis. This measure supports a balanced approach by controlling the pet populations in residential areas while accommodating existing pet owners and supporting animal welfare organizations. By setting a clear standard for responsible pet ownership, the ordinance aims to reduce issues related to overcrowding, improve living conditions for pets and residents, and strengthen animal control efforts, fostering a safer and more harmonious

community environment. Within the past few months, Animal Control Officers have dealt with two cases of animal hoarding at residences in Lockhart. There was discussion.

After discussion, the Council directed staff to return with an Ordinance outlining the residential animal limitation.

B. DISCUSS A RECOMMENDED ORDINANCE FROM THE ANIMAL SHELTER ADVISORY BOARD REGARDING MICROCHIPPING DOGS AND CATS WITHIN THE CITY OF LOCKHART AND DIRECT STAFF TO PRESENT A FINAL ORDINANCE DRAFT, IF SO DESIRED, AT A FUTURE DATE.

Chief Williamson stated that the Animal Shelter Advisory Board has recommended an ordinance requiring all pet owners within city limits to microchip their dogs and cats to promote responsible pet ownership, increase pet recovery rates, and enhance public safety. Key highlights of this ordinance include mandatory microchipping by a licensed professional or trained animal shelter staff, registration of each pet's unique ID in a national recovery database, and regular updates to contact information. Owners have 90 days from the ordinance's effective date to comply. Enforcement will be managed by Lockhart Animal Control, with fines for non-compliance starting at \$100 and escalating with repeated violations. Exceptions to the ordinance include exemptions for pets under three months, cats in the Trap-Neuter-Release (TNR) program with ear notching, animals with documented medical conditions that are not conducive to microchipping (verified by a veterinarian), and reasonable accommodation for individuals with religious objections unless it presents a public health hazard. This ordinance benefits the community by facilitating the return of lost pets to their owners, reducing stray populations, and promoting a safer, more responsible pet environment in Lockhart. There was discussion.

C. RECEIVE AND DISCUSS THE 4TH QUARTER FISCAL YEAR 2024 INVESTMENT REPORT.

Ms. Michna 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. She provided detail about the 4th Quarter Investment Report of Fiscal Year End (FYE) 2024, ending September 30, 2024.

D. DISCUSS RESOLUTION 2024-27, DESIGNATING A DEPOSITORY FOR THE CITY OF LOCKHART, TEXAS AND AUTHORIZING THE CITY MANAGER TO EXECUTE A DEPOSITORY AGREEMENT EFFECTIVE ON OR ABOUT NOVEMBER 8, 2024.

Ms. Michna stated that according to the Local Government Code for the State of Texas, Chapter 105 - Depositories for Municipal Funds, Section 105.017 states that *"a municipality may approve, execute, and deliver any depository services contract whose term does not exceed five years."* The City received applications on Friday, September 27, 2024 and were opened by City staff. Proposals were received by First Lockhart National Bank and Bank OZK. Submitted proposals were required to provide collateral requirements equal in value to the total of all funds of the City and LEDC on deposit, plus an additional 2%, less the amount of coverage provided by the Federal Deposit Insurance Corporation.

Staff recommends the acceptance of First Lockhart National Bank's proposals as the City of Lockhart's depository bank. Consideration for selection was based on the following factors:

- Responsiveness and ability to provide services required,
- Banking service costs,
- Customer service,
- Earnings potential (interest rates) and funds availability,
- Experience and continuity of bank and bank officials, and

- Creditworthiness of the bank.

The City considered the cost of services as well as earnings potential of idle cash under the contract and the First Lockhart National Bank provides the best value for the City.

E. DISCUSS RESOLUTION 2024-28 REQUIRING APPROVAL BY THE CITY COUNCIL OF THE CITY OF LOCKHART FOR THE 2024 CERTIFIED PROPERTY TAX ROLL.

Ms. Michna stated that Section 26.09 of the Property Tax Code requires approval by the City Council for the Certified Property Tax Roll, with the tax amount presented by the Caldwell County Appraisal District for 2024 tax year. The 2024 Certified Property Tax Roll contains final amounts due totaling \$8,304,453.11 (\$1,672,956.81 for debt service).

F. DISCUSSION REGARDING A MASTER SERVICES AGREEMENT BETWEEN THE CITY AND CONTRACT LAND STAFF, LLC FOR CERTAIN SERVICES RELATED TO PROPERTY ACQUISITION, INCLUDING APPRAISALS AND RIGHT-OF-WAY ACQUISITION SERVICES.

Mr. Resendez stated that the proposed Master Services Agreement (MSA) between the City of Lockhart and Contract Land Staff, LLC, (CLS) establishes the terms under which Contract Land Staff will provide property acquisition services, including appraisals and right-of-way and utility easement acquisitions. CLS will perform requested services independently, based on work orders issued by the City, which specify the scope and timeframe of each project. The agreement proposes a three-year term and includes exhibits for sample work orders and the CLS staff hourly rate schedule. The use of a specialized property acquisition service, like Contract Land Staff, LLC, for securing utility easements provides several critical benefits for City projects. By outsourcing property acquisition tasks, the City of Lockhart gains access to expertise in handling complex processes such as appraisals, right-of-way negotiations, and easement documentation, which are often time-intensive and require specialized knowledge of property laws and valuation practices. This expertise helps streamline acquisition timelines, ensuring that necessary land or easements are secured efficiently and with minimal risk of legal complications or delays. Additionally, contracting these services provides a layer of professional objectivity, which can facilitate smoother negotiations with property owners, foster positive community relations and help the City avoid potential conflicts. Currently, the City Attorney's Office and City staff coordinate property acquisition with property owners as needed. There was discussion.

G. DISCUSSION REGARDING A WORK ORDER AUTHORIZATION WITH CONTRACT LAND STAFF, LLC FOR EASEMENT ACQUISITION SERVICES FOR THE LOCKHART SQUARE PROJECT IN THE AMOUNT OF UP TO \$70,792.20 TO INCLUDE SERVICES TO ACQUIRE MULTIPLE UTILITY EASEMENTS BETWEEN S MAIN ST. AND S COMMERCE ST.

Mr. Resendez stated that the proposed work order between the City of Lockhart and Contract Land Staff, LLC, (CLS) outlines services for acquiring up to nine permanent utility easements for relocating existing electric utility overhead distribution lines and infrastructure in the Downtown Lockhart area between S Main St. and S Commerce St. Existing water and wastewater lines are also present within the boundaries of the proposed easements and will be included during the acquisition process. The scope includes project management, real estate appraisal, and easement negotiation. Project management involves regular reporting, file management, and monthly invoicing. CLS will conduct appraisals with city-approved appraisers, and negotiation services include obtaining title commitments, preparing and sending offer letters, and managing communications with property owners. The proposed work order includes estimated costs of up to \$70,792.20 for all services, inclusive of hourly rates and reimbursable expenses. There was discussion.

H. DISCUSS ORDINANCE 2024-33 ADOPTING A POLICY BANNING THE VIDEO-SHARING APPLICATION OF TIK TOK AND OTHER COVERED APPLICATIONS ON ALL CITY-ISSUED DEVICES.

Mr. Resendez stated that during the last session, the Texas legislature passed S.B. 1893, which prohibits the use of TikTok and certain other social media applications and services on governmental devices. The bill specifically requires cities and other political subdivisions to adopt a policy: (1) prohibiting the installation of TikTok or another covered application on any device owned or leased by the governmental entity; and (2) requiring the removal of TikTok and covered applications from those devices. Although the bill went into effect immediately upon being signed by the governor in 2023, the requirement that a city adopt the policy described above did not apply until the Department of Information Resources (DIR) and the Department of Public Safety (DPS) jointly developed a model policy for governmental entities to use in developing their own local policy. The DIR/DPS model policy was recently released on September 16, 2024. The governmental entities, including cities, have until November 20, 2024 to adopt their local policies as required by S.B. 1893. It should be noted that city policies adopted to comply with S.B. 1893 need not mirror the DIR/DPS model policy, but it is expected that the DIR/DPS model policy is used in developing the city policy. The law provides, and the model policy reflects, that city-adopted policies may allow for the installation and use of a covered application to the extent necessary for: (1) providing law enforcement; or (2) developing or implementing information security measures.

RECESS: Mayor White announced that the Council would recess for a break at 7:30 p.m.

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 7:48 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.

Len Gabbay, 420 W. Prairie Lea, stated that a community recreation center would be an asset to the community. He suggested the name *Lockhart Fit* that he believes would be beneficial to everyone in the community.

Donna Daniels, 420 W. Prairie Lea, stated that she believes that a community recreation center would be an asset for the community.

Tim Torres, 901 San Jacinto, spoke in support of a community recreation center that he believes will help citizens get in shape and healthy.

Joe DiLullo, 104 Jay McCue Drive, spoke in support of an activity center in Lockhart.

Chris St. Leger, 205 N. Pecos, spoke in support of an activity center in Lockhart.

Gillian Robb, 417 S. Guadalupe, spoke in support of an activity center in Lockhart.

Andi St. Leger, 205 Pecos, spoke in support of a community recreation center.

Pat Stroka, 204 Sierra Vista Cove, spoke in favor of an indoor recreation center.

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

ITEM 4-A. CONTINUE A PUBLIC HEARING FROM OCTOBER 15, 2024 AND DISCUSSION AND/OR ACTION ON ORDINANCE 2024-31 AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF LOCKHART ENTITLED "LOCKHART LOOKING FORWARD," PROVIDING A SAVINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Mayor White opened the public hearing at 8:10 p.m.

Mr. Fowler stated that this item is the resumption of a public hearing for the review, public comment, and possible adoption of the Lockhart Looking Forward Comprehensive Plan. The planning process began with the awarding of the contract for professional services for Freese and Nichols Inc to write a Comprehensive Plan in April 2023. Since then, Freese and Nichols and City staff have held focus groups, steering committee meetings, public workshops, and provided online interaction activities to gather the input of the community. The consultant has also presented several updates to City Council and the Planning and Zoning Commission regarding research findings and presenting in-progress draft plan assumptions and strategies. The Planning and Zoning Commission has recommended approval, while also providing a few comments which Freese and Nichols and staff have incorporated in creating the revised draft that has been submitted for public hearing. The draft heard on October 15 also incorporated many of the suggestions received in public comments posted on the plan's website as well as comments City Staff has received from interested parties in response to the previous draft of the plan. At the October 15th hearing, City Council provided several comments on the draft plan. City Council voted to table the hearing, recommending revisions to the draft be made related to population growth, police facilities, and the city's transportation network. The revised draft represents the work of City staff and the consultant to improve the plan in those areas. Updated population projections can be found on pages 29 and 76. The revised Thoroughfare Plan map can be found on page 125, and details regarding the programming needs for a new police station have been added on page 189.

Kaitlyn Admire of Freese and Nichols provided an update about the proposed Comprehensive Plan.

Mayor White requested citizens to address the Council. There were none. He closed the public hearing at 8:22 p.m.

Councilmember Lairsen made a motion to approve Ordinance 2024-31, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 4-B. HOLD A PUBLIC HEARING AND DISCUSSION AND/OR ACTION ON ORDINANCE 2024-32 AMENDING CHAPTER 64. "ZONING" OF THE LOCKHART CODE OF ORDINANCES, ARTICLE VII, "ZONING DISTRICTS AND STANDARDS," SECTION 64-198, "PERFORMANCE STANDARDS FOR COMMERCIAL AND INDUSTRIAL DISTRICTS," (C) "NUISANCES" TO REVISE THE CITY'S NOISE STANDARDS.

Mayor White opened the public hearing at 8:24 p.m.

Mr. Fowler stated that the public hearing is to discuss possible revisions to Section 64-198 (c) (3) relating to allowable noise levels in the City. This hearing is partly in response to a local business owner who has received numerous complaints regarding outdoor live music events held on the property. The business

owner has requested sound levels of 75 decibels be allowed on similarly situated commercial properties abutting residential zoning districts between 7 AM and 10 PM. This request represents a more than 20 decibel increase over the allowed level and is 5 decibels greater than the currently allowable level for a property abutting an industrial district. A document which planning staff has prepared comparing Lockhart to other peer cities accompanies this memo, as well as an overview of noise ordinances created by a professional organization. Both documents show that while Lockhart's noise standards are lower than some other cities in the studies, they are not so low as to stand out as an outlier among other cities. This document was analyzed by the Planning and Zoning Commission as they held a public hearing regarding possible changes to the noise ordinance at the October 23, 2024 meeting. The Commissioners unanimously recommended adopting noise standards mirroring the current standards found in the City of Georgetown. The Commissioners also recommended adding language that would exempt any City events listed in 36-3 of the Code of Ordinances, while also recommending adding standards for allowable noise levels within residential districts. The latter revision would require a separate text amendment, as Section 64-198 doesn't apply to residential districts. The commissioners also made a related recommendation that the City acquire soundproofing equipment that could be loaned out to event organizers to limit the impact of outdoor events on the surrounding neighborhoods. There was discussion.

Mayor White requested citizens to address the Council.

Susan Petty, 419 W. San Antonio, requested that the Council consider decibel levels that are consistent, on the conservative side and mindful of the residents near event venue centers.

Joanne Stephenson, 415 W. San Antonio, requested that the Council decrease the decibel level in the residential areas. She requested that the residents of the affected areas be involved in determining the highest decibel level to include in the ordinance.

Anita Strayer, 217 N. Blanco, requested that the decibel level be decreased to accommodate residents to keep peace and quiet in the neighborhood.

Mayor White closed the public hearing at 9:10 p.m.

There was discussion.

Councilmember Castillo made a motion to approve Ordinance 2024-32, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 6-1, with Councilmember Lairsen opposing.

ITEM 5. CONSENT AGENDA.

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

The following are the consent agenda items that were approved:

5A: Accept the 4th Quarter Fiscal Year 2024 Investment Report.

5B: Approve Resolution 2024-28 requiring approval by the City Council of the City of Lockhart for the 2024 Certified Property Tax Roll.

ITEM 6-A. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2024-27, DESIGNATING A DEPOSITORY FOR THE CITY OF LOCKHART, TEXAS AND AUTHORIZING THE CITY MANAGER TO EXECUTE A DEPOSITORY AGREEMENT EFFECTIVE ON OR ABOUT NOVEMBER 8, 2024.

Councilmember Westmoreland made a motion to approve Resolution 2024-27, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 6-0-1, with Councilmember Michelson abstaining.

ITEM 6-B. DISCUSSION AND/OR ACTION REGARDING A MASTER SERVICES AGREEMENT BETWEEN THE CITY AND CONTRACT LAND STAFF, LLC FOR CERTAIN SERVICES RELATED TO PROPERTY ACQUISITION, INCLUDING APPRAISALS AND RIGHT-OF-WAY ACQUISITION SERVICES.

Mayor White requested the following to address the Council:

Patrick Davis, 120 Black Ankle Road, expressed concern and disappointment about the way that the right-of-way acquisition is being obtained. He stated that he wished that the developer would have requested input or approval from the surrounding property owners of the project prior to beginning construction and that the live power lines should have been located prior to permit approval.

Cynthia Alvarez, 355 Old Luling Road, stated that she does not understand how the several property owners are being affected by the improper construction permitting process. The contractor should not have been allowed to build over a live power line. She spoke against the city using tax payers' funds to pay for a firm to negotiate condemnation right-of-way payments.

There was discussion.

Councilmember Michelson made a motion to approve the Master Services Agreement, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 5-2, with Mayor Pro-Tem Sanchez and Councilmember Castillo opposing.

ITEM 6-C. DISCUSSION AND/OR ACTION REGARDING A WORK ORDER AUTHORIZATION WITH CONTRACT LAND STAFF, LLC FOR EASEMENT ACQUISITION SERVICES FOR THE LOCKHART SQUARE PROJECT IN THE AMOUNT OF UP TO \$70,792.20 TO INCLUDE SERVICES TO ACQUIRE MULTIPLE UTILITY EASEMENTS BETWEEN S MAIN ST. AND S COMMERCE ST.

Councilmember Michelson made a motion to approve the work order authorization with Contract Land Staff, LLC, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 4-3, with Mayor Pro-Tem Sanchez and Councilmembers Castillo and Mendoza opposing.

ITEM 6-D. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2024-33 ADOPTING A POLICY BANNING THE VIDEO-SHARING APPLICATION OF TIK TOK AND OTHER COVERED APPLICATIONS ON ALL CITY-ISSUED DEVICES.

After discussion, it was determined that staff will research whether Library patrons' access to Tik Tok is exempt to S.B. 1893.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2024-33, as presented. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

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

- Countywide initiative to address homelessness in Caldwell County.
- Upcoming Neighborhood meeting with Lockhart Police and First Baptist Church.

- CARTS service area expanding in Lockhart.
- Car Seat Inspection event planned for Nov. 14.
- City Council scheduled to canvass the November 5th Election results on November 19th.

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

Councilmember Mendoza thanked Texas Monthly for a successful BBQ Fest.

Mayor Pro-Tem Sanchez expressed condolences to families that have lost a loved one. She thanked Texas Monthly for allowing City of Lockhart to be the host of the BBQ Fest. She thanked staff for their dedication and work during the event. She wished students luck on upcoming sporting events. She congratulated recently elected officials.

Councilmember Lairsen thanked all involved with the successful BBQ Fest.

Councilmember Castillo thanked all involved with the successful BBQ Fest. He congratulated Ethan Herrera on his athletic accomplishments. He wished students the best of luck during upcoming sporting events.

Councilmember Michelson thanked all involved with the successful BBQ Fest.

Mayor White also thanked all involved with the successful BBQ Fest. He expressed condolences to the family of Gary Knight for their loss.

EXECUTIVE SESSIONS

Mayor White announced that the Council would enter Executive Session at 9:52 p.m. to discuss items 9, 10 and 11.

ITEM 9. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.074 - TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE. Conduct annual City Manager's evaluation.

ITEM 10. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.072 - TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PERSON. Discussion regarding possible land acquisition related to Public Parks.

ITEM 11. 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. Legal advice related to Emergency Services District No. 5 Management Services interlocal agreement.

ITEM 12. OPEN SESSION.

Mayor White announced that the Council would enter Open Session at 11:22 p.m.

ITEM 12-A. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2024-29 AUTHORIZING A SALARY ADJUSTMENT FOR CITY MANAGER STEVEN LEWIS AND ADDENDUM TO THE CITY MANAGER AGREEMENT DATED EFFECTIVE AUGUST 28, 2018 BY AND BETWEEN THE CITY OF LOCKHART AND STEVEN LEWIS.

Mayor White made a motion to approve Resolution 2024-29, as presented. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 12-B. DISCUSSION AND/OR ACTION REGARDING POSSIBLE LAND ACQUISITION RELATED TO PUBLIC PARKS.

Mayor White made a motion to approve that appraisal be obtained on properties as discussed in closed session. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 12-C. DISCUSSION AND/OR ACTION REGARDING EMERGENCY SERVICES DISTRICT NO. 5 MANAGEMENT SERVICES INTERLOCAL AGREEMENT.

Mayor White made a motion to approve the ESD No. 5 Management Services Interlocal Agreement and to authorize the City Manager and City Attorney to negotiate non-substantive changes and authorize the Mayor to execute the agreement. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 13. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 11:24 p.m.

PASSED and APPROVED this the 9th day of October, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 9, 2025

AGENDA ITEM CAPTION: Discuss the appointment of a steering committee for the design of the Indoor Recreation Center.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: This agenda item is to consider the appointment of a steering committee to provide input and guidance in the design of the Indoor Recreation Center. The steering committee is intended to ensure that a wide variety of proposed current and future uses are thoughtfully considered, reflecting the needs and priorities of a broad spectrum of potential users.

The committee will be comprised of representatives from City boards, Caldwell County, Lockhart ISD, and community members, bringing forward perspectives from parks planning, education, regional partnerships, and the community at large. This balanced composition will help guide the design of a multipurpose facility that serves current residents and supports growth, evolving recreation trends, and long-term community needs.

Proposed Steering Committee Members:

- Karla Tate – Parks Board
- Melinda Kirst – Parks Board
- Jeremiah Chapman – Lockhart ISD
- BJ Westmoreland – Caldwell County Commissioner
- Chris St. Leger – Citizen
- Sara Partridge – Citizen
- Lynn Gabay – Citizen
- Tim Torres – Citizen

PROJECT SCHEDULE (if applicable): Committee meetings to begin immediately and continue until a design plan is adopted by Council.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

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FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION: The Parks Advisory Board reviewed the list of proposed steering committee members and unanimously voted on September 25, 2025, to recommend they be approved by Council.

STAFF RECOMMENDATION/REQUESTED MOTION: Approve steering committee members

LIST OF SUPPORTING DOCUMENTS:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 9, 2025

AGENDA ITEM CAPTION: Discussion regarding request by Charlie Tames of Gloria Group Partners, LP, for a determination of eligibility for a Tax Abatement (TA-25-01) pursuant to Chapter 28 "Historic Districts and Landmarks" Division 2 "Tax Abatement", of the Lockhart Code of Ordinances, for various exterior and interior improvements to a building in the Historic District, located at 119 West San Antonio St.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - Kevin Waller

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: Division 2 of the Historic Districts and Landmarks Ordinance provides for tax abatements to mitigate the cost of eligible improvements to structures that are within a historic district or that are a City-designated historic landmark. The owner of a commercial building within the Historic District, located at 119 West San Antonio St., has applied for a tax abatement for both exterior and interior improvements to the building, which have already been completed.

With regard to the improvements, the first-floor windows along the West San Antonio Street façade have been replaced with those that are energy efficient. The existing stained, half-moon-shaped windows on the first floor of the North Church Street façade remain in place. Windows on the second and third stories have been refinished and repainted. New doors have been installed to replace those existing on the south, west, and north facades. In addition, an existing, side-by-side door and window have swapped locations on the east end of the north façade. Awnings have been installed on the south and west building facades that replace the original awnings that were removed at some point in the past. The new awnings are comprised of a steel frame with metal roofing, and utilize the same mounting points as those previous. A new fire escape has been constructed from the third story to the roof level on the north façade. The rooftop area has been remodeled to include new siding and paint on the now-enlarged rooftop structure to house the elevator landing, restrooms, and storage area, along with a new composite wood deck, new roofing material between the deck and rooftop structure, and a new steel guardrail along the rooftop edges. Skylights with new glass brick have been restored in the sidewalks along the North Church Street and West San Antonio Street frontages. With regard to color, all exterior doors, roof deck guardrails, and the fascia of the rooftop structure have been painted black. The rooftop structure walls consist of a box rib style and feature a weathered copper color. The roof soffit at the roof deck is composed of stained wood. Structural interior improvements include a new elevator that extends to the roof deck, and interior floor reinforcement where necessary.

A Tax Abatement application must first be considered by the Historical Preservation Commission for a recommendation to the City Council, which will in turn make a determination of eligibility for the tax abatement. In addition, a Certificate for Alteration must be considered

City of Lockhart, Texas

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by the Commission along with the Tax Abatement application. Certificates for Alteration were approved by the Commission for the project on July 5, 2023, September 4, 2024, and February 5, 2025. The Tax Abatement application was recommended for approval at the Commission's September 3, 2025 meeting.

PROJECT SCHEDULE (if applicable): The applicant has stated that the project improvements were completed on July 31, 2025.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The tax abatement applies only to City property taxes, and it cannot exceed the owner's total out-of-pocket cost of the improvements. According to the applicant, the total cost of the project is **\$2,801,983.78**. For the first five years of the abatement period, 100 percent of the City taxes are waived. After a reappraisal, 50 percent of the taxes can be waived each year for an additional consecutive five-year period. The City property taxes for the subject property in 2024 were \$6,910.29 (no estimate is available for 2025 at this time); even if the maximum amount is waived each year over the ten-year period, the total abatement will not exceed the owner's out-of-pocket expenses.

PREVIOUS COUNCIL ACTION: None related to this location. The most recent historic tax abatement was awarded to the Spellerberg Gallery at 103 South Man Street on September 19, 2023, and extended on April 15, 2025.

COMMITTEE/BOARD/COMMISSION ACTION: The Historical Preservation Commission voted 6-0 at its September 3, 2025 meeting to recommend that the City Council determine that the completed improvements are ELIGIBLE for a tax abatement.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of TA-25-01 allowing a proposed tax abatement for the building at 119 West San Antonio Street.

LIST OF SUPPORTING DOCUMENTS: TA2501 aerial, TA-25-01 Case Map, TA-25-01 City Council Staff Report (Tames), Tax Abatement Agreement (119 West San Antonio St.), Application Materials (City Council), Ch. 28, Division 2- Tax Abatement, Tax Abatement Handout (updated 9-25-2025)





TA-25-01

119 W SAN ANTONIO ST

VARIOUS IMPROVEMENTS



SUBJECT PROPERTY



ZONING BOUNDARY

CASE SUMMARY

STAFF: Kevin Waller, Historical Preservation Officer/Senior Planner

CASE NUMBER: TA-25-01

REPORT DATE: August 25, 2025 [*Updated September 25, 2025*]

HISTORICAL PRESERVATION COMMISSION DATE: September 3, 2025

CITY COUNCIL DATE: October 9, 2025

APPLICANT'S REQUEST: Various improvements (see [Project Description](#) below)STAFF RECOMMENDATION: **Approval**

SUGGESTED CONDITIONS: None

HISTORICAL PRESERVATION COMMISSION RECOMMENDATION: **Approval**

BACKGROUND DATA

APPLICANT: Charlie Tames

OWNER: Gloria Group Partners, LP, c/o Charlie Tames

SITE LOCATION: 119 W. San Antonio St.

LEGAL DESCRIPTION: Part of Lot 1, Block 22, Original Town of Lockhart

EXISTING USE OF PROPERTY: Vacant commercial building

PROPOSED USE OF PROPERTY: Commercial

ZONING CLASSIFICATION: CCB (Commercial Central Business)

ANALYSIS OF ISSUES

PROJECT DESCRIPTION: The applicant proposes both exterior and interior improvements to an existing commercial building in the Historic District, and has requested a Tax Abatement for municipal taxes with the attached application. The improvements have all been completed and were initially approved by the Commission through two Certificates for Alteration, one on July 5, 2023 and subsequently revised on September 4, 2024 (CFA-23-24), and the other on February 5, 2025 (CFA-25-04). All enhancements qualifying for a tax abatement, whether interior or exterior and including ordinary maintenance, require a review and Certificate for Alteration by the Commission (Historic Districts and Landmarks Ordinance Section 28-21(b)). The first-floor windows along the West San Antonio Street façade have been replaced with those that are energy efficient. The existing stained, half-moon-shaped windows on the first floor of the North Church Street façade remain in place. Windows on the second and third stories have been refinished and repainted. New doors have been installed to replace those existing on the south, west, and north facades. In addition, an existing, side-by-side door and window have swapped locations on the east end of the north façade. Awnings have been installed on the south and west building facades that replace the original awnings that were removed at some point in the past. The new awnings are comprised of a steel frame with metal roofing, and utilize the same mounting points as those previous. A new fire escape has been constructed from the third story to the roof level on the north façade. The rooftop area has been remodeled to include new siding and paint on the now-enlarged rooftop structure to house the elevator landing, restrooms, and storage area, along with a new composite wood deck, new roofing material between the deck and rooftop structure, and a new steel guardrail along the rooftop edges. Skylights with new glass brick have been restored in the sidewalks along the North Church Street and West San Antonio Street frontages. With regard to color, all exterior doors, roof deck guardrails, and the fascia of the rooftop structure have been painted black. The rooftop structure walls consist of a box rib style and feature a weathered copper color. The roof soffit at the roof deck is composed of stained wood. Structural interior improvements include a new elevator that extends to the roof deck, and interior floor reinforcement where necessary. Detailed information and drawings are

enclosed with your agenda packet materials. A Tax Abatement application must first be considered by the Historical Preservation Commission for a recommendation to the City Council, which will in turn make a determination of eligibility for the tax abatement. In addition, a Certificate for Alteration application must be considered by the Commission along with the Tax Abatement application. Certificates for Alteration were approved by the Commission for the project as noted above, and the Tax Abatement application was recommended for approval at the Commission's September 3, 2025 meeting.

FINANCIALS: The tax abatement applies only to City property taxes, and it cannot exceed the owner's total out-of-pocket cost of the improvements. According to the applicant, the total cost of the project is **\$2,801,983.78**. For the first five years of the abatement period, 100 percent of the City taxes are waived. After a reappraisal, 50 percent of the taxes can be waived each year for an additional consecutive five-year period. The City property taxes for the subject property in 2024 were \$6,910.29 (no estimate is available for 2025 at this time); even if the maximum amount is waived each year over the ten-year period, the total abatement will not exceed the owner's out-of-pocket expenses. The current assessed value of the property, according to the Caldwell County Appraisal District (prior to the improvements), is \$1,628,184.00 (appraisal is \$1,805,637.00). According to the applicant, the total estimated value of the property after completion of the improvements is \$2,300,000.00.

COMPATIBILITY: The improvements have significantly enhanced the building's appearance and integrate nicely with the character of the Courthouse Square Historic District.

COMPLIANCE WITH STANDARDS: Two Certificates for Alteration have been approved by the Commission for the improvements, as discussed above, and the Commission has also recommended approval of the tax abatement. In addition, all necessary permits have been secured and final inspections approved. Staff has determined that the submitted tax abatement application meets the guidelines set forth in Section 28-22. According to Section 28-21(g)(1), and as noted above, if the tax abatement is approved, the property will have no assessed value for City of Lockhart ad valorem taxation for a period of 5 tax years after the completion of the certified enhancement. Thereafter, the property shall be reappraised and assessed at a 50% rate for an additional consecutive 5-year period. The total tax abatement, also as noted above, shall not exceed the owner's total out-of-pocket cost of the approved enhancements (Section 28-21(f)). A complete copy of the application packet, a copy of Chapter 28, Division 2 (Tax Abatement), and a summary of the tax abatement review procedure are included with your agenda packet materials.

ALTERNATIVES: None necessary.

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT is made and entered into as of the 9th day of October, 2025 (the “*Effective Date*”), by and between **Charlie Tames of Gloria Group Partners, LP** (property owner), and the City of Lockhart, a Texas home rule city in Caldwell County, Texas, upon the terms and conditions set forth herein:

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

- J. The certified and/or verified tax abatement may carry with the property, provided the conditions of the abatement are met and the City is in agreement.
- K. Charlie Tames of Gloria Group Partners, LP, owner of the property located at 119 West San Antonio Street, Lockhart, Caldwell County, Texas, more fully described as Part of Lot 1, Block 22, Original Town of Lockhart, has applied for a tax abatement for exterior and interior improvements already completed to an existing commercial building in the Courthouse Square Historic District. With regard to the specific improvements, the first-floor windows along the West San Antonio Street façade have been replaced with those that are energy efficient. The existing stained, half-moon-shaped windows on the first floor of the North Church Street façade remain in place. Windows on the second and third stories have been refinished and repainted. New doors have been installed to replace those existing on the south, west, and north facades. In addition, an existing, side-by-side door and window have swapped locations on the east end of the north façade. Awnings have been installed on the south and west building facades that replace the original awnings that were removed at some point in the past. The new awnings are comprised of a steel frame with metal roofing, and utilize the same mounting points as those previous. A new fire escape has been constructed from the third story to the roof level on the north façade. The rooftop area has been remodeled to include new siding and paint on the now-enlarged rooftop structure to house the elevator landing, restrooms, and storage area, along with a new composite wood deck, new roofing material between the deck and rooftop structure, and a new steel guardrail along the rooftop edges. Skylights with new glass brick have been restored in the sidewalks along the North Church Street and West San Antonio Street frontages. With regard to color, all exterior doors, roof deck guardrails, and the fascia of the rooftop structure have been painted black. The rooftop structure walls consist of a box rib style and feature a weathered copper color. The roof soffit at the roof deck is composed of stained wood. Structural interior improvements include a new elevator that extends to the roof deck, and interior floor reinforcement where necessary. Mr. Tames has met the requirements set forth in Sections 28-21, 28-22, and 28-23 of the Lockhart Code of Ordinances, including a determination of eligibility by the City Council at its October 9, 2025 Public Hearing. Section 28-24 addresses later steps in the process, including the property owner's submission of a sworn statement of completion, final investigation of the property by the Historical Preservation Commission, both of which have already been completed, and the City's notification to the Caldwell County Appraisal District to apply the tax abatement accordingly.
- L. For the tax year beginning after the completion of the certified enhancement, and continuing for a total of five tax years, Mr. Charlie Tames is granted a 100% abatement of the municipal taxes assessed against the property located at 119 West San Antonio Street. Thereafter, the property shall be reappraised and assessed at a 50 percent rate for an additional consecutive five-year period. In no event shall the total tax abatement exceed the total out-of-pocket cost of the enhancements certified by the Commission, which, documented by the owner, is **\$2,801,983.78**.

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

PROPERTY OWNER:

Gloria Group Partners, LP

By: _____

Name: _____

Title: _____

CITY:

City of Lockhart, Texas

By: _____

Name: _____

Title: _____

Approved as to form:

Name: _____

Title: _____



HISTORIC PROPERTY PRESERVATION TAX ABATEMENT APPLICATION

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

APPLICANT / PROPERTY OWNER

NAME: Gloria Group Partners, LP
DAY-TIME TELEPHONE: (512) 426 7733
E-MAIL: c@tamespartners.com

ADDRESS: P.O. Box 302634
Austin, Texas 78703

PROPERTY

ADDRESS OR GENERAL LOCATION: 119 West San Antonio Street
LEGAL DESCRIPTION (IF PLATTED): O.T. Lockhart, Block 22, Lot PT1
SIZE: 4,999 SQUARE FEET OR 0.11 ACRE(S) ZONING CLASSIFICATION: HD & CCB

HISTORICAL SIGNIFICANCE

BUILDER/ARCHITECT (IF KNOWN): _____
DATE OF ORIGINAL CONSTRUCTION (IF KNOWN): 1900
CITY, STATE, OR NATIONAL HISTORIC DESIGNATION(S) (IF ANY): Lockhart Courthouse Square Historic District
HISTORICAL NAME(S) OF BUILDING(S) (IF KNOWN): Masur Hardware Building

PROPERTY OWNER AUTHORIZATION

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

IF THE APPLICATION IS NOT SUBMITTED BY THE PROPERTY OWNER OF RECORD, A LETTER AUTHORIZING THE APPLICANT TO ACT ON THE PROPERTY OWNER'S BEHALF IS REQUIRED, AND MUST BE SIGNED AND DATED BY THE PROPERTY OWNER. AN EMAILED AUTHORIZATION FROM THE PROPERTY OWNER TO THE PLANNING DEPARTMENT IS ALSO ACCEPTABLE.

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

SIGNATURE OF PROPERTY OWNER: 
PRINTED NAME: Charlie Tames / Gloria Group Partners, LP DATE: 08/13/2025

SUBMITTAL REQUIREMENTS

PLEASE ATTACH THE FOLLOWING INFORMATION TO THE APPLICATION:

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

OFFICE USE ONLY

CASE NUMBER: TA- 25 - 01 ACCEPTED BY: Kevin Waller
DATE SUBMITTED: 8/15/25 RECEIPT NUMBER: R01395405
HISTORICAL PRESERVATION COMMISSION ~~INITIAL~~ SITE INVESTIGATION DATE: 9/3/25
HISTORICAL PRESERVATION COMMISSION MEETING DATE: 9/3/25
HISTORICAL PRESERVATION COMMISSION RECOMMENDATION: Approval (6-0)
CITY COUNCIL MEETING DATE: 10/9/25
CITY COUNCIL DECISION OF ELIGIBILITY: _____
APPLICANT SWORN STATEMENT OF COMPLETION – DATE SUBMITTED: 9/5/25
HISTORICAL PRESERVATION COMMISSION FINAL SITE INVESTIGATION DATE: N/A
HISTORICAL PRESERVATION COMMISSION APPROVAL DATE: N/A
CITY NOTIFICATION TO APPRAISAL DISTRICT – DATE: _____

1. AN AFFIDAVIT BY THE OWNER DESCRIBING THE HISTORICAL SIGNIFICANCE OF THE STRUCTURE(S) IN NEED OF TAX RELIEF, INCLUDING ANY RELEVANT OR USEFUL INFORMATION REGARDING THE HISTORY OF THE STRUCTURE(S) (HISTORICAL PHOTOGRAPHS, NEWSPAPER ARTICLES, ARCHITECTURAL DRAWINGS, ETC.)

The Masur Hardware Building at 119 W. San Antonio Street is a three-story, two-part Renaissance Revival style commercial block building with a flat roof and parapet. It was built as a hardware store circa 1910 by Joe Masur Jr., the son of German immigrant and businessman Joseph Masur. The building was used as a hardware store at least until Joe Masur Jr.'s death in 1973. The building was still used as a hardware store when it was listed as a contributing building in the National Register of Historic Places designated Caldwell County Courthouse Historic District in 1978; additionally, while newspaper ads from 1979 indicate that the building was at least partially renting out space to other retail endeavors, the building continued to be known as the "Masur Hardware Building." While the building has undergone some alterations and certain historic materials have experienced deterioration over the years from previous owners, it retains much of its original character; the building has integrity of design, form, materials and workmanship, and feeling and association

*Photographs attached

2. A PLAN AND DETAILED WRITTEN DESCRIPTION OF THE IMPROVEMENTS, ENHANCEMENT, REHABILITATION, AND/OR PRESERVATION ("WORK") FOR WHICH TAX ABATEMENT IS REQUESTED.

All work has now being completed, which consisted in ensuring that the space is feasible for public use and that the building meets current safety codes. Routine maintenance for the building includes items such as: roof improvements; repair, repointing, and gently cleaning the brick exterior; exterior storefront millwork repair; paint refresh and millwork and plaster repair on the interior; refinishing of wood floors with in-kind repairs as needed; ceiling repairs with new in-kind tile replacement as needed.

All new electrical, plumbing, HVAC, fire safety and alarms, sprinkler system, an new ADA compliant elevator that expands from the basement to the roof top are. A new section was added to the fire escape to ensure access to the roof of the building

Additionally, existing window frames will be sanded and re-painted as-needed, and all glazing was replaced with low-tint, energy-efficient glass that is compatible with the historic character of the building. Extensive wood rot found in the storefront window frames during the renovation process necessitated the replacement of the existing wood frame structure with an exact replica of the

original windows, as well as the removal and reconstruction of the storefront millwork. Historic sidewalk vault lights have been covered up over time and will be restored to provide natural light for the basement.

*Drawings attached

3. A SITE PLAN SHOWING THE TYPE, NUMBER, AND LOCATION OF ALL EXISTING IMPROVEMENTS ON THE PROPERTY (PRIMARY AND ACCESSORY BUILDINGS, FENCES, SIGNS, ETC.)

Attached.

4. A COPY OF THE LAST PAID TAX RECEIPT, AN ITEMIZED STATEMENT OF THE CURRENT ASSESSED PROPERTY VALUE, AND A COPY OF THE PROPERTY'S CURRENT APPRAISAL CARD AND PROPERTY TAX RECORD ON FILE AT THE CALDWELL COUNTY APPRAISAL DISTRICT.

Attached.

5. A SCHEDULE OF THE ESTIMATED CONSTRUCTION TIME WITH START AND COMPLETION DATES OF THE PROPOSED WORK.

Project cost of \$2,801,983.71

Breakdown attached.

Total Estimated property value after completion \$2,300,000.00

6. A SCHEDULE OF THE ESTIMATED CONSTRUCTION TIME WITH START AND COMPLETION DATES OF THE PROPOSED WORK.

Work started approximately on Jan 1, 2024, and was completed on July. 31, 2025

7. A DETAILED STATEMENT OF THE CURRENT AND PROPOSED USE OF THE PROPERTY.

All work has been completed, and a Certificate of Occupancy has been issued by the City of Lockhart. Currently only the second floor has been leased as office space. The basement, first, third and roof top are vacant.

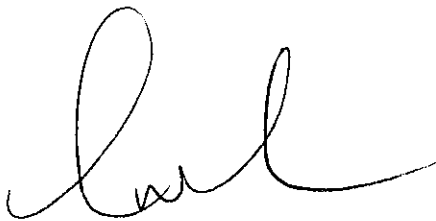
The proposed use for that space is an event to host live music, weddings, corporate events, etc.

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

N/A

9. APPLICATION FEE OF \$200.00, PAYABLE TO THE CITY OF LOCKHART

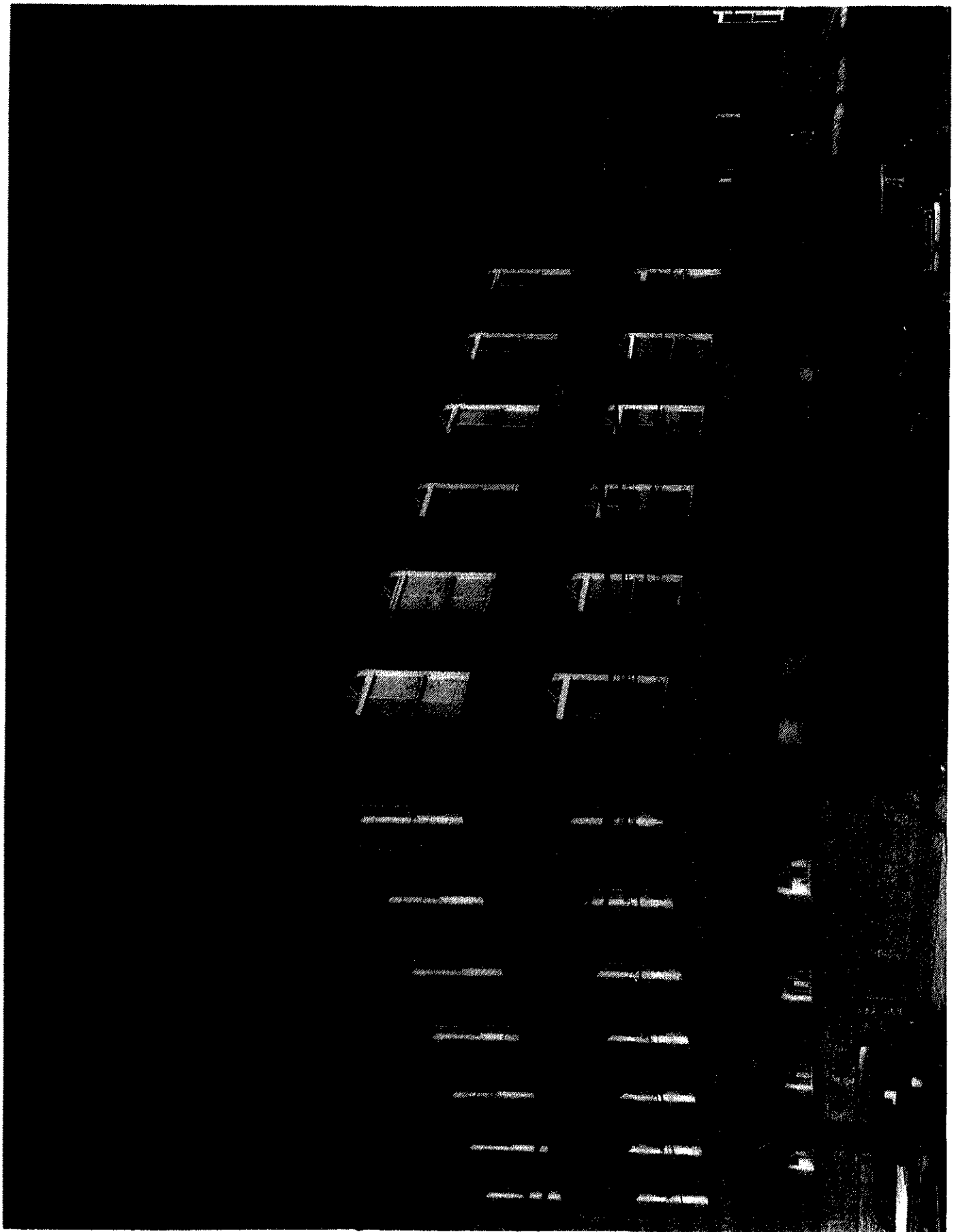
Included with application.

A handwritten signature in black ink, appearing to read 'Charlie Tames', with a stylized, cursive script.

Charlie Tames

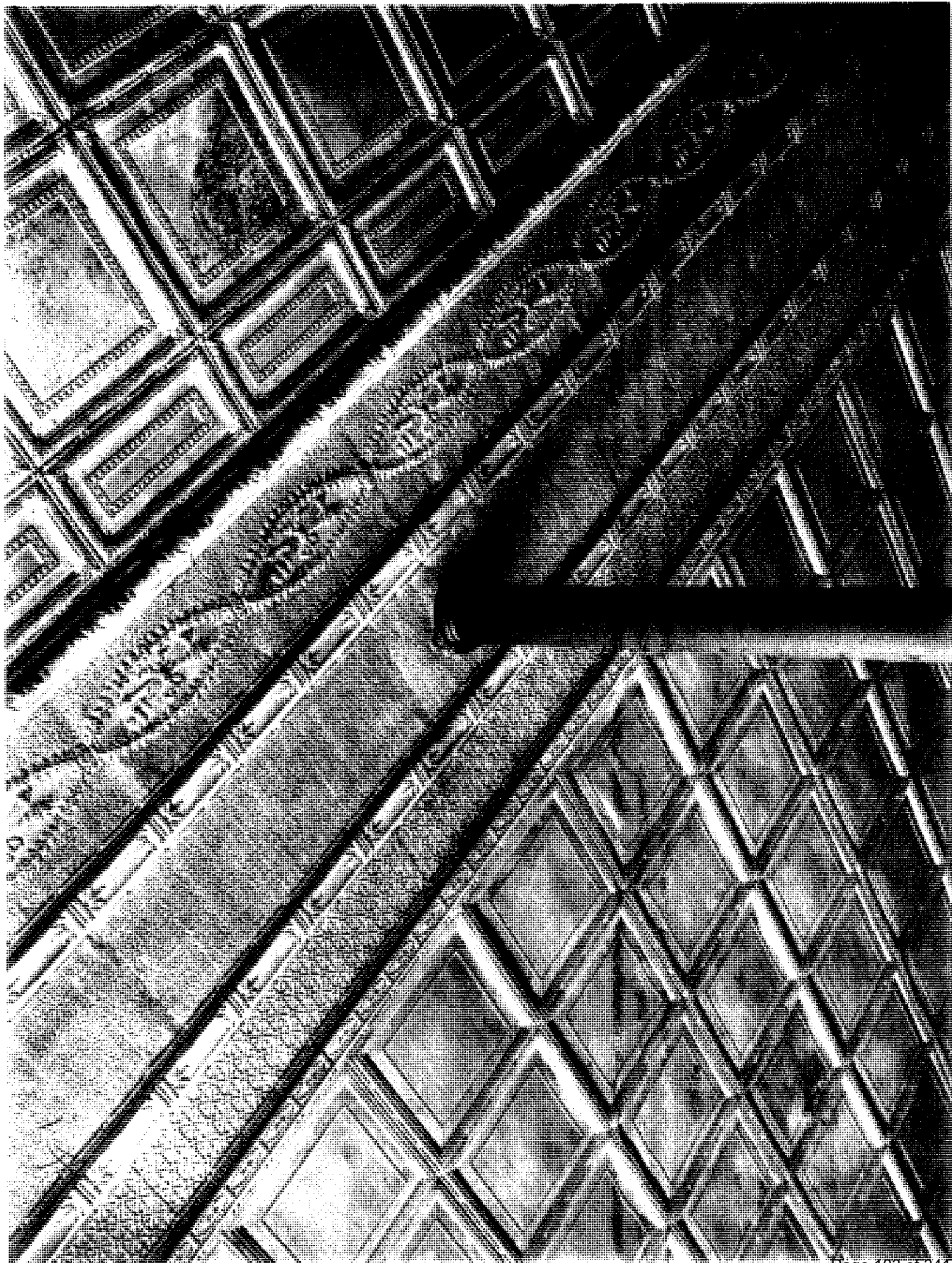
Owner

Gloria Group Partners, LP



1
H

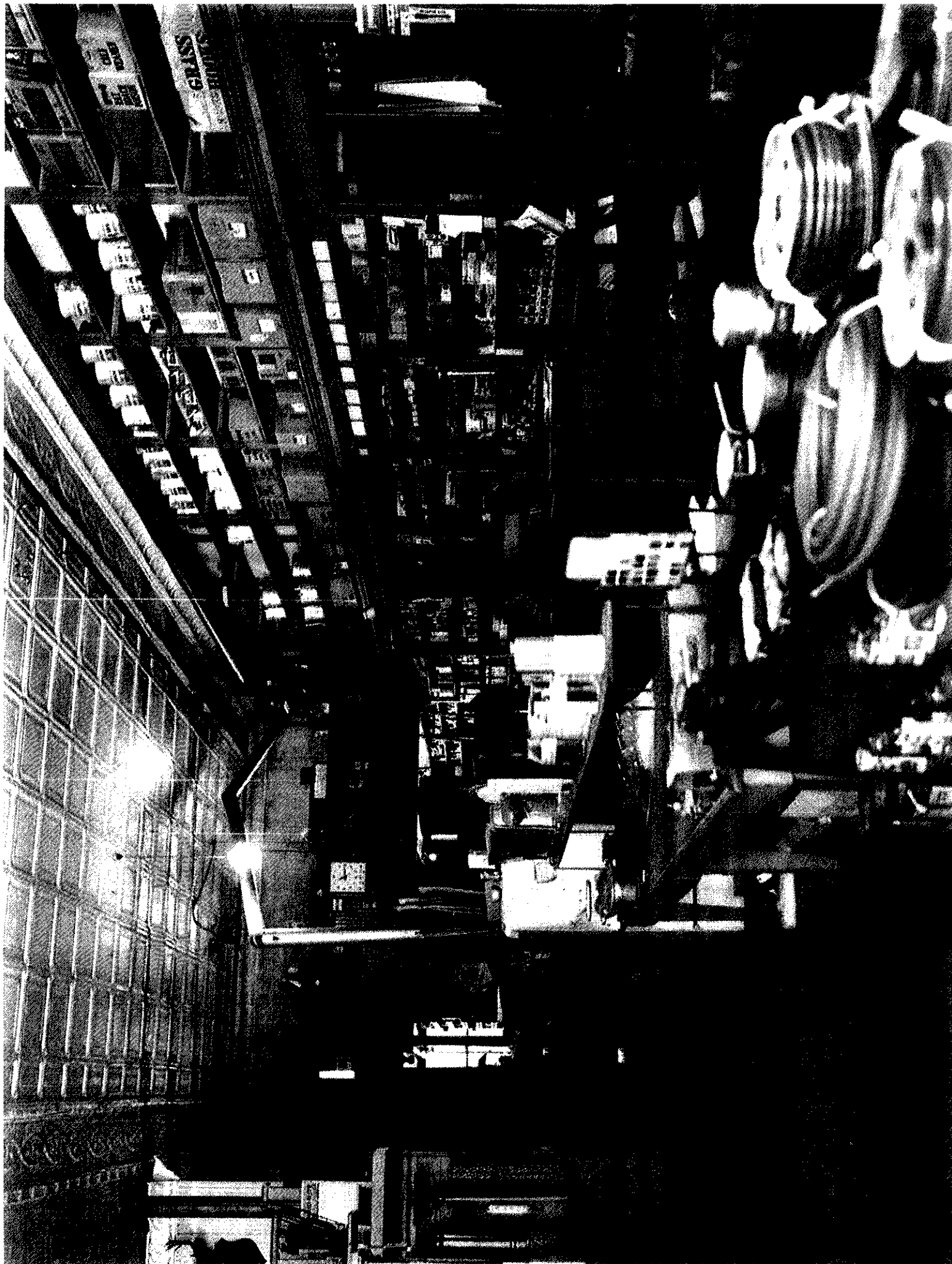




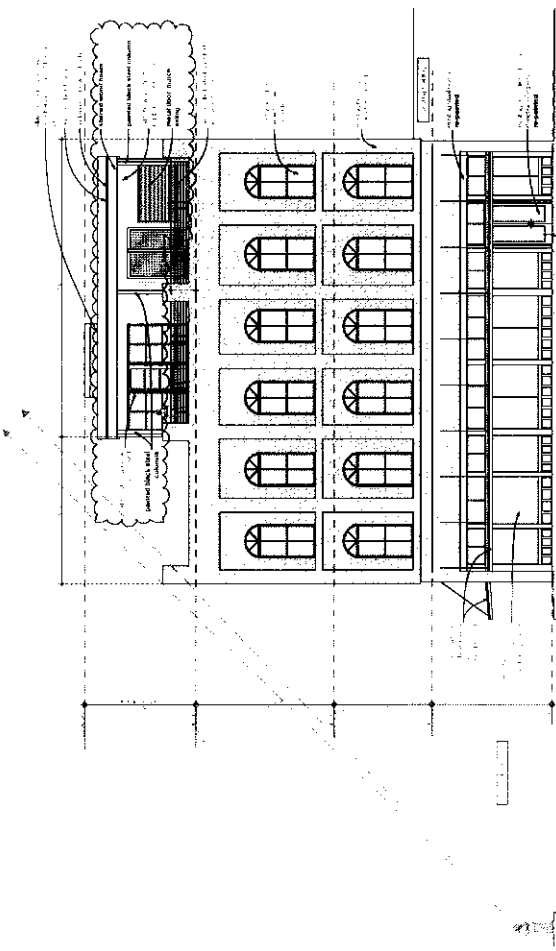
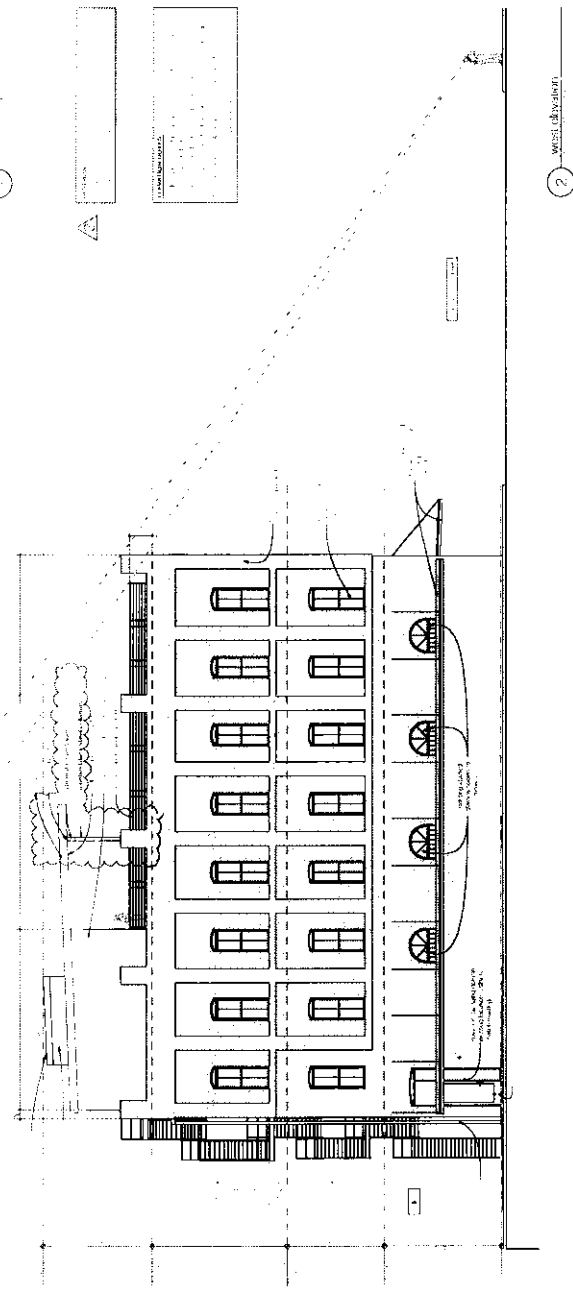
HA RDWARE-FURNITURE

PLUM CREEK
CONSERVATION DISTRICT

PLUM CREEK
CONSERVATION DISTRICT



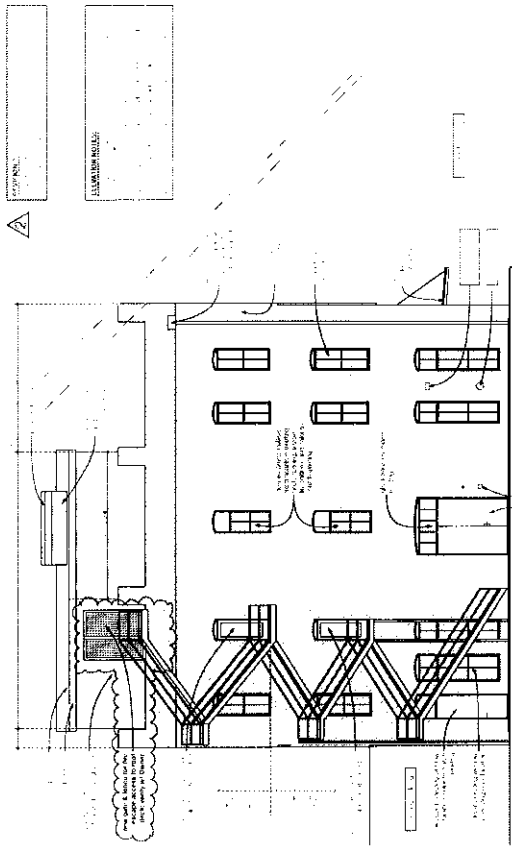
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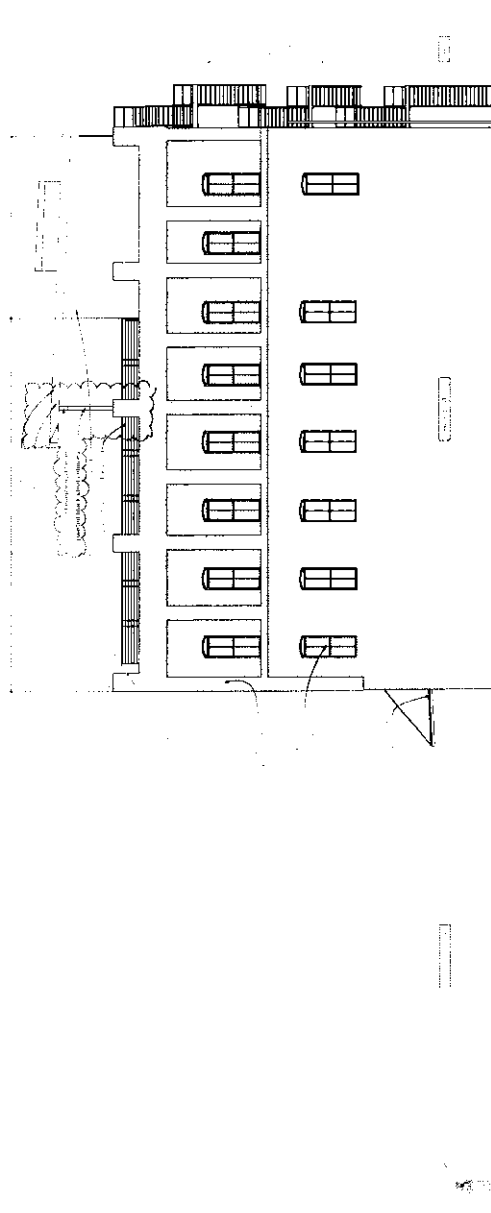
119 Lockhart ARCHITECTS FURMAN + KEIL	119 Lockhart ARCHITECTS FURMAN + KEIL	119 Lockhart ARCHITECTS FURMAN + KEIL	119 Lockhart ARCHITECTS FURMAN + KEIL
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PERMIT SET

2X



1 West elevation



2 East elevation

PERMIT SET

FURMAN + KEIL
ARCHITECTS

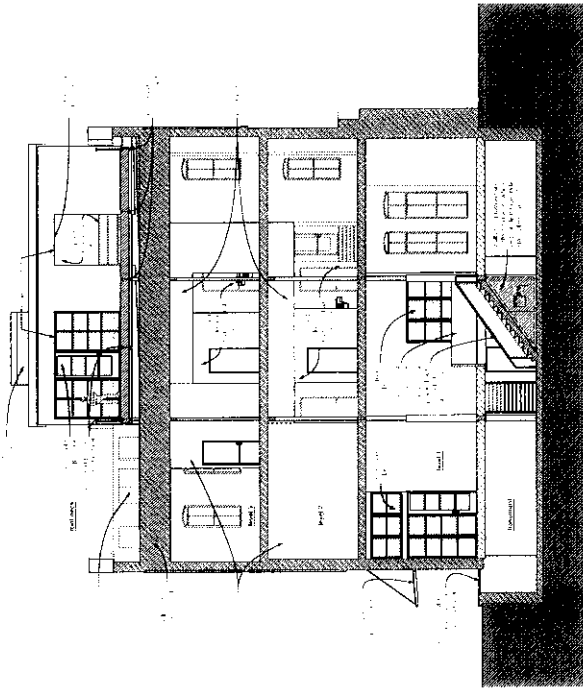
119 Lockhart



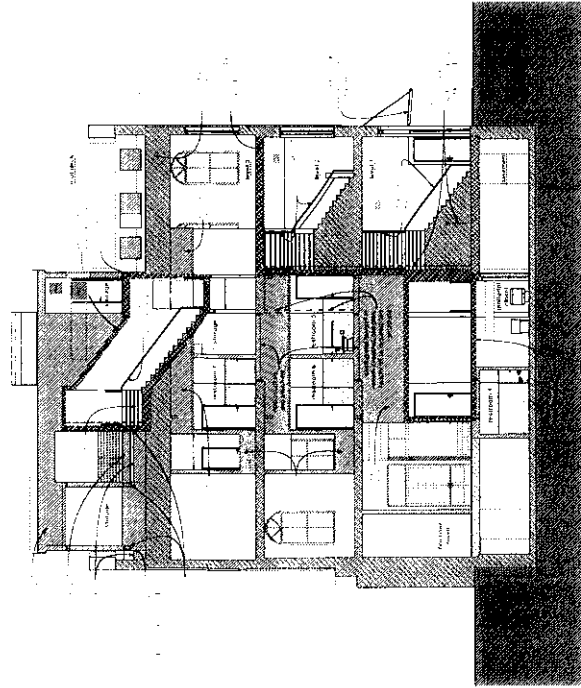
print set
elevations

A2.2

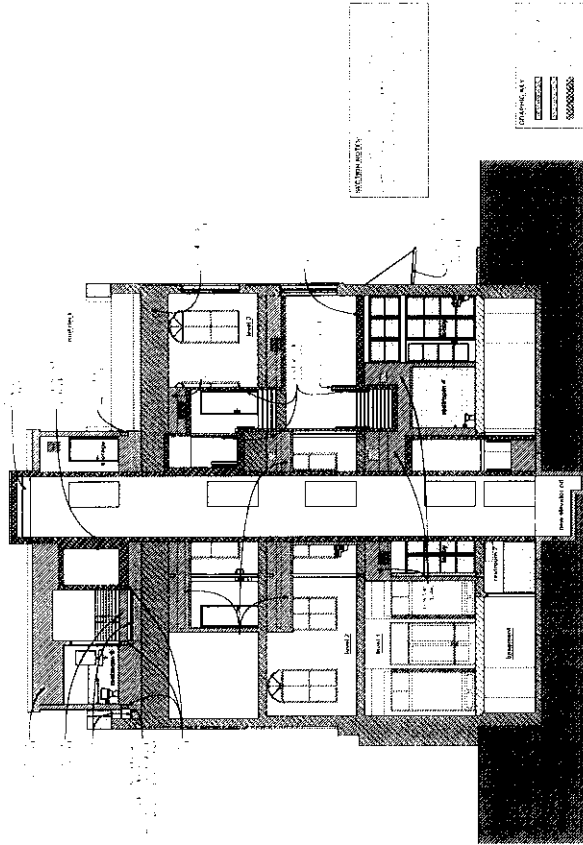
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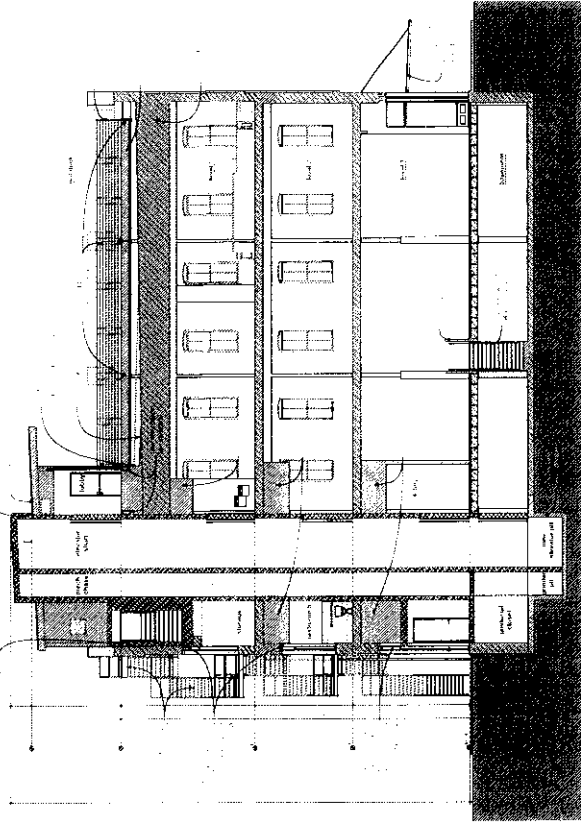
1 Section 1 - AV, Elevator to River wall



2 Section 2 - AV, stairs to North rim



3 Section 3 - AV, Elevator to

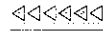


4 Section 4 - AV, stairs to North rim

PERMIT SET



119 Lockhart

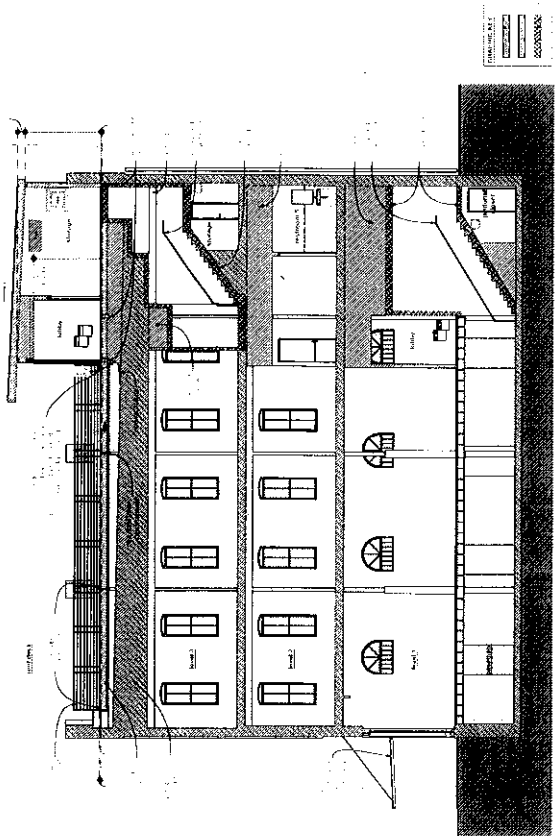


SECTION

SECTION

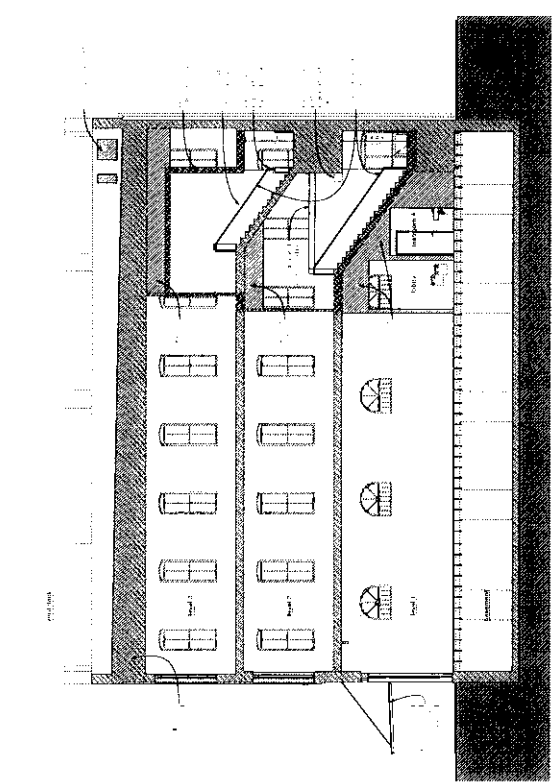
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24



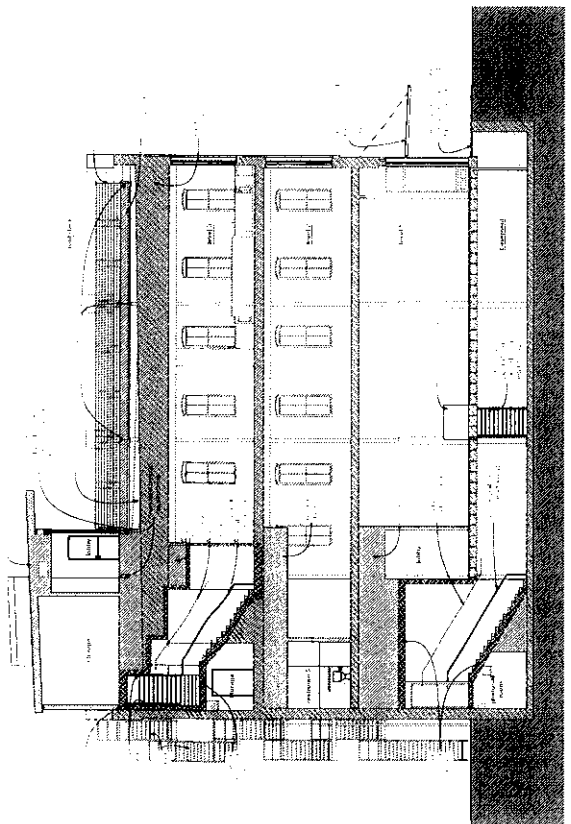
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SECTION N-S, stair at Level 1, A Deckward



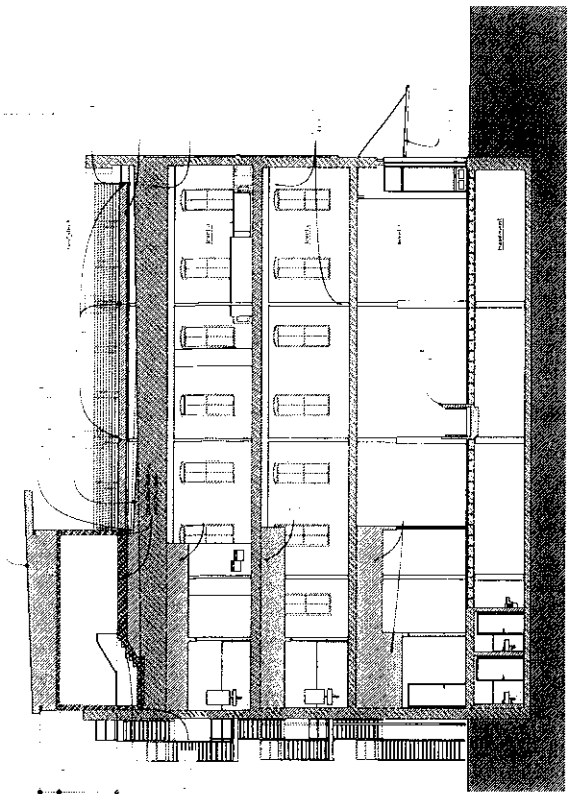
1

SECTION N-S, stair at Level 2, A Deckward



3

SECTION N-S, stair at Level 3



4

SECTION N-S, stair at Level 4, B Deckward

PERMIT SET



119 Lockhart



SECTION

A3.2

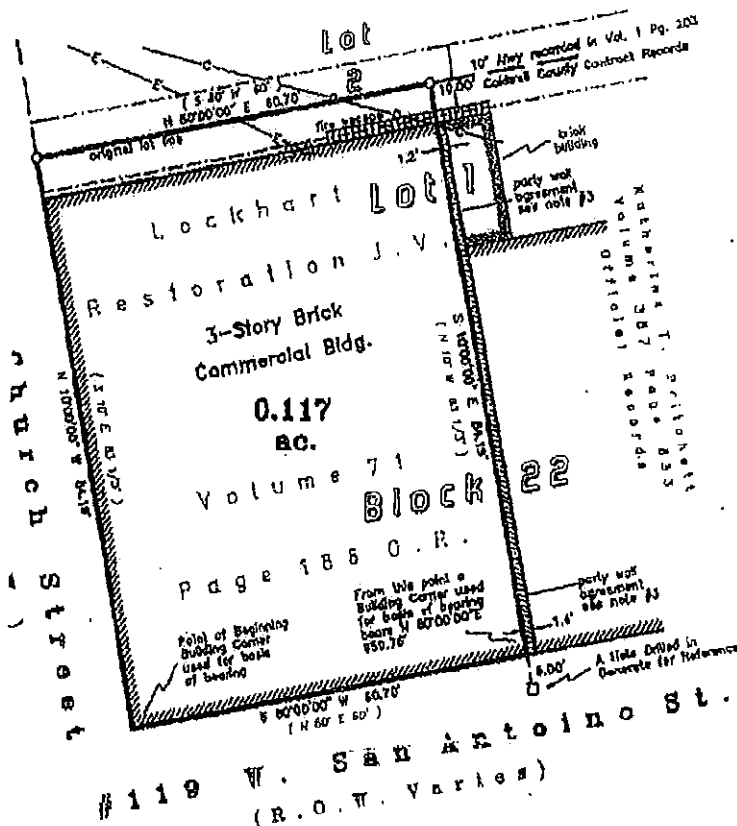
#3

CITY OF LOCKHART CALDWELL COUNTY, TEXAS Original Town of Lockhart Part of Lot 1 in Block 22

16
Jeff C. Jorgensen
S: 119 W. San Antonio Street
Lockhart, Texas 78644



Scale 1"=20'

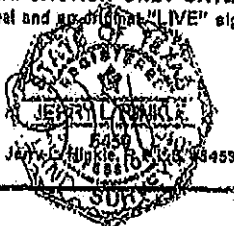


General Notes

- 1) THIS SURVEY IS FOR USE WITH THIS ONE TRANSACTION ONLY.
- 2) FLOOD ZONES SHOWN ARE APPROXIMATE AND CREATE NO LIABILITY ON THE PART OF THE SURVEYOR. The property shown lies in Flood Zone "X" according to FEMA Panel #480095-0002-Q dated January 17, 1991. Flood Zone "X" is determined to be outside the 500-year floodplain. No special flood hazards according to FEMA Panel mentioned herein. WARNING: This flood statement, as determined by a H.U.D. - F.I.A. FLOOD HAZARD BOUNDARY MAP, DOES NOT IMPLY that the Property or the Improvements thereon will be free from Flooding or Flood Damage. On rare occasions, Greater Floods Can and Will Occur, and Flood Heights may be increased by Man-Made or Natural Causes.
- 3) Terms, conditions and stipulations of party wall agreement recorded in Vol. 406 Pg. 315, Caldwell County Deed Records, does apply.

SURVEY PLAT

Lot 1 in Block 22 of the ORIGINAL TOWN OF LOCKHART, according to the map or plat in Volume Q Page 507 of the Deed Records of Caldwell County, Texas and the found situated thereon. I do hereby certify to JEFF C. JORGENSEN, that (1) the a true and correct representation of a survey made on the ground under my direct authority 21, 2007, (2) I have shown or noted all recorded easements or right of way report, G.P. #0702016, and shown all observable evidence of easements on the e no encroachments, protrusions, conflicts nor any shortages in area nor boundary hereon. **THIS SURVEY IS CERTIFIED AND ITS CONTENTS GUARANTEED** / **THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints and Surveyor's seal and an original "LIVE" signature should be considered official / the user.



P. 2001

LEGEND

- CURVED 1/2" IRON PIN TO NE SET
- △ ELECTRO METERS
- HOLE DRILLED IN CONCRETE
- X- OVERHEAD ELECTRIC LINE
- O- OVERHEAD CABLE LINE
- (---) ORIGINAL DEEDED CILLS
- ////// BUILDING WALL
- UNLESS OTHERWISE NOTED

Field Book #	Drawn by JH '83
Job No. 070221	Drawings 070221.dwg
Date: February 21, 2007	Word Data Begin 020107
Surveyed by: JH JCH	Autocad Data: Begin 020107

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

DATE:
The attached survey plat has been reviewed by the undersigned and conditions shown thereby noted and accepted.

TAX RECEIPT

08/13/2025 01:57PM

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

Receipt Number

1236514

Date Posted 05/21/2025
Payment Type P
Payment Code Full
Total Paid \$31,167.04

PAID BY:

WAFD BANK
425 PIKE ST
SEATTLE, WA 98101

Property ID	Geo	Legal Acres	Owner Name and Address								
16960	0300000-022-001-40	0.0000	GLORIA GROUP PARTNERS LP 2823 HANCOCK DR AUSTIN, TX 78731-5012								
Legal Description											
O.T. LOCKHART, BLOCK 22, LOT PT 1											
Situs	DBA Name										
119 W SAN ANTONIO ST, LOCKHART, TX 78644											
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Lockhart ISD	2024	0.95460	1,356.820	117182	N	12,952.21	0.00	1,683.79	0.00	0.00	14,636.00
City of Lockhart	2024	0.50930	1,356.820	117182	N	6,910.29	0.00	898.34	0.00	0.00	7,808.63
Caldwell County	2024	0.43900	1,356.820	117182	N	5,956.14	0.00	774.34	0.00	0.00	6,730.78
Caldwell County											
ESD #5	2024	0.10000	1,356.820	117182	N	1,356.82	0.00	176.38	0.00	0.00	1,533.20
Plum Creek											
Underground Water	2024	0.01580	1,356.820	117182	N	214.36	0.00	27.87	0.00	0.00	242.25
Plum Creek											
Conservation											
District	2024	0.01400	1,356.820	117182	N	189.95	0.00	24.70	0.00	0.00	214.65
Farm to Market											
Road	2024	0.00010	1,356.820	117182	N	1.36	0.00	0.17	0.00	0.00	1.53
											31,167.04
Balance Due As Of 05/21/2025: .00											

Operator Batch
ANDREANNAB1040 (05152025AB)

Total Paid
31,167.04

Caldwell CAD Property Search

Property Details

Account

Property ID: 16960 **Geographic ID:** 0300000-022-001-40

Type: R **Zoning:** HD & CCB

Property Use:

Location

Situs Address: 119 W SAN ANTONIO ST LOCKHART, TX 78644

Map ID: 01-801 **Mapsco:**

Legal Description: O.T. LOCKHART, BLOCK 22, LOT PT 1

Abstract/Subdivision: SLKT

Neighborhood: (1603) LOCKHART COMMERCIAL DOWNTOWN SURROUNDING SQUARE

Owner

Owner ID: 235776

Name: GLORIA GROUP PARTNERS LP

Agent: NASSOUR PROPERTY TAX CONSULTING LLC

Mailing Address: 2823 HANCOCK DR
AUSTIN, TX 78731-5012

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value: \$0 (+)

Improvement Non-Homesite Value: \$1,729,449 (+)

Land Homesite Value: \$0 (+)

Land Non-Homesite Value: \$76,188 (+)

Agricultural Market Valuation: \$0 (+)

Market Value: \$1,805,637 (=)

Agricultural Value Loss: \$0 (-)

Appraised Value: \$1,805,637 (=)

HS Cap Loss: \$0 (-)

Circuit Breaker: \$177,453 (-)

Assessed Value:*Handwritten mark*

\$1,628,184

Ag Use Value:

\$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: GLORIA GROUP PARTNERS LP **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax
CESD5	Caldwell County ESD #5	0.100000	\$1,805,637	\$1,628,184	\$1,628.18
CLH	City of Lockhart	0.509300	\$1,805,637	\$1,628,184	\$8,292.34
FTM	Farm to Market Road	0.000100	\$1,805,637	\$1,628,184	\$1.63
GCA	Caldwell County	0.439000	\$1,805,637	\$1,628,184	\$7,147.73
JACC	ACC College	0.101300	\$1,805,637	\$1,628,184	\$1,649.35
SLH	Lockhart ISD	0.954600	\$1,805,637	\$1,628,184	\$15,542.64
WPC	Plum Creek Conservation District	0.014000	\$1,805,637	\$1,628,184	\$227.95
WUG	Plum Creek Underground Water	0.015800	\$1,805,637	\$1,628,184	\$257.25

Total Tax Rate: 2.134100

Estimated Taxes With Exemptions: \$34,747.07

Estimated Taxes Without Exemptions: \$38,534.11

Property Improvement - Building

Type: COMMERCIAL **Living Area:** 14391.0 sqft **Value:** \$1,935,390

Type	Description	Class CD	Year Built	SQFT
MA	MAIN AREA	CG4	1900	4797
MA2	MAIN AREA SECOND FLOOR (88% OF MAIN AREA)	*	0	4797
MA	MAIN AREA	R8	1900	4797
BF	BASEMENT FINISHED	*	0	1722
BF	BASEMENT FINISHED	*	0	3075
WD	WOOD DECK	*	2008	600
DSTG	DETACHED STORAGE/UTILITY	SF3	2016	240

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
C	COMMERCIAL	0.00	4,999.00	60.00	83.33	\$85,260	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2025	\$1,729,449	\$76,188	\$0	\$1,805,637	\$0	\$1,628,184
2024	\$1,300,000	\$56,820	\$0	\$1,356,820	\$0	\$1,356,820
2023	\$1,125,259	\$44,936	\$0	\$1,170,195	\$0	\$1,170,195
2022	\$1,246,120	\$55,740	\$0	\$1,301,860	\$0	\$1,301,860
2021	\$905,850	\$39,870	\$0	\$945,720	\$0	\$945,720
2020	\$846,620	\$39,870	\$0	\$886,490	\$0	\$886,490
2019	\$793,720	\$37,970	\$0	\$831,690	\$0	\$831,690
2018	\$727,560	\$37,970	\$0	\$765,530	\$0	\$765,530
2017	\$696,470	\$36,890	\$0	\$733,360	\$0	\$733,360

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
3/23/2022	WD/VL	WARRANTY DEED WITH VENDORS LIEN	119 W SAN ANTONIO STREET LLC	GLORIA GROUP PARTNERS LP			2022- 002411
4/15/2016	WD	WARRANTY DEED	MINGEA ROBERT M III &	119 W SAN ANTONIO STREET LLC			2016- 001886
3/22/2012	WD/VL	WARRANTY DEED WITH VENDORS LIEN	JORGENSEN JEFF C	MINGEA ROBERT M III &			122525

Estimated Tax Due

If Paid: 08/14/2025



Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	Attorney Fees	Amount Due
2024	Caldwell County ESD #5	\$1,356,820	\$1,356.82	\$1,356.82	\$0.00	\$0.00	\$0.00	\$0.00
2024	City of Lockhart	\$1,356,820	\$6,910.29	\$6,910.29	\$0.00	\$0.00	\$0.00	\$0.00
2024	Farm to Market Road	\$1,356,820	\$1.36	\$1.36	\$0.00	\$0.00	\$0.00	\$0.00
2024	Caldwell County	\$1,356,820	\$5,956.44	\$5,956.44	\$0.00	\$0.00	\$0.00	\$0.00
2024	Lockhart ISD	\$1,356,820	\$12,952.21	\$12,952.21	\$0.00	\$0.00	\$0.00	\$0.00
2024	Plum Creek Conservation District	\$1,356,820	\$189.95	\$189.95	\$0.00	\$0.00	\$0.00	\$0.00
2024	Plum Creek Underground Water	\$1,356,820	\$214.38	\$214.38	\$0.00	\$0.00	\$0.00	\$0.00
	2024 Total:		\$27,581.45	\$27,581.45	\$0.00	\$0.00	\$0.00	\$0.00
2023	City of Lockhart	\$1,170,195	\$6,258.21	\$6,258.21	\$0.00	\$0.00	\$0.00	\$0.00
2023	Farm to Market Road	\$1,170,195	\$1.17	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00
2023	Caldwell County	\$1,170,195	\$5,489.39	\$5,489.39	\$0.00	\$0.00	\$0.00	\$0.00
2023	Lockhart ISD	\$1,170,195	\$11,197.59	\$11,197.59	\$0.00	\$0.00	\$0.00	\$0.00
2023	Plum Creek Conservation District	\$1,170,195	\$169.68	\$169.68	\$0.00	\$0.00	\$0.00	\$0.00
2023	Plum Creek Underground Water	\$1,170,195	\$174.36	\$174.36	\$0.00	\$0.00	\$0.00	\$0.00
	2023 Total:		\$23,290.40	\$23,290.40	\$0.00	\$0.00	\$0.00	\$0.00
2022	City of Lockhart	\$1,301,860	\$7,818.97	\$7,818.97	\$0.00	\$0.00	\$0.00	\$0.00
2022	Farm to Market Road	\$1,301,860	\$1.30	\$1.30	\$0.00	\$0.00	\$0.00	\$0.00
2022	Caldwell County	\$1,301,860	\$7,200.59	\$7,200.59	\$0.00	\$0.00	\$0.00	\$0.00
2022	Lockhart ISD	\$1,301,860	\$14,480.59	\$14,480.59	\$0.00	\$0.00	\$0.00	\$0.00

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2022	Plum Creek Conservation District	\$1,301,860	\$210.90	\$210.90	\$0.00	\$0.00	\$0.00	\$0.00
2022	Plum Creek Underground Water	\$1,301,860	\$207.00	\$207.00	\$0.00	\$0.00	\$0.00	\$0.00
	2022 Total:		\$29,919.35	\$29,919.35	\$0.00	\$0.00	\$0.00	\$0.00
2021	City of Lockhart	\$945,720	\$6,009.11	\$6,009.11	\$0.00	\$0.00	\$0.00	\$0.00
2021	Farm to Market Road	\$945,720	\$0.95	\$0.95	\$0.00	\$0.00	\$0.00	\$0.00
2021	Caldwell County	\$945,720	\$6,353.35	\$6,353.35	\$0.00	\$0.00	\$0.00	\$0.00
2021	Lockhart ISD	\$945,720	\$10,683.80	\$10,683.80	\$0.00	\$0.00	\$0.00	\$0.00
2021	Plum Creek Conservation District	\$945,720	\$193.87	\$193.87	\$0.00	\$0.00	\$0.00	\$0.00
2021	Plum Creek Underground Water	\$945,720	\$196.71	\$196.71	\$0.00	\$0.00	\$0.00	\$0.00
	2021 Total:		\$23,437.79	\$23,437.79	\$0.00	\$0.00	\$0.00	\$0.00
2020	City of Lockhart	\$886,490	\$5,632.76	\$5,632.76	\$0.00	\$0.00	\$0.00	\$0.00
2020	Farm to Market Road	\$886,490	\$0.89	\$0.89	\$0.00	\$0.00	\$0.00	\$0.00
2020	Caldwell County	\$886,490	\$6,252.41	\$6,252.41	\$0.00	\$0.00	\$0.00	\$0.00
2020	Lockhart ISD	\$886,490	\$10,346.22	\$10,346.22	\$0.00	\$0.00	\$0.00	\$0.00
2020	Plum Creek Conservation District	\$886,490	\$193.25	\$193.25	\$0.00	\$0.00	\$0.00	\$0.00
2020	Plum Creek Underground Water	\$886,490	\$191.48	\$191.48	\$0.00	\$0.00	\$0.00	\$0.00
	2020 Total:		\$22,617.01	\$22,617.01	\$0.00	\$0.00	\$0.00	\$0.00
2019	City of Lockhart	\$831,690	\$5,690.43	\$5,690.43	\$0.00	\$0.00	\$0.00	\$0.00
2019	Farm to Market Road	\$831,690	\$0.83	\$0.83	\$0.00	\$0.00	\$0.00	\$0.00
2019	Caldwell County	\$831,690	\$6,179.46	\$6,179.46	\$0.00	\$0.00	\$0.00	\$0.00
2019	Lockhart ISD	\$831,690	\$10,498.92	\$10,498.92	\$0.00	\$0.00	\$0.00	\$0.00

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2019	Plum Creek Conservation District	\$831,690	\$187.13	\$187.13	\$0.00	\$0.00	\$0.00	\$0.00
2019	Plum Creek Underground Water	\$831,690	\$172.16	\$172.16	\$0.00	\$0.00	\$0.00	\$0.00
	2019 Total:		\$22,728.93	\$22,728.93	\$0.00	\$0.00	\$0.00	\$0.00
2018	City of Lockhart	\$765,530	\$5,440.62	\$5,440.62	\$0.00	\$0.00	\$0.00	\$0.00
2018	Farm to Market Road	\$765,530	\$0.77	\$0.77	\$0.00	\$0.00	\$0.00	\$0.00
2018	Caldwell County	\$765,530	\$5,934.38	\$5,934.38	\$0.00	\$0.00	\$0.00	\$0.00
2018	Lockhart ISD	\$765,530	\$10,199.61	\$10,199.61	\$0.00	\$0.00	\$0.00	\$0.00
2018	Plum Creek Conservation District	\$765,530	\$177.60	\$177.60	\$0.00	\$0.00	\$0.00	\$0.00
2018	Plum Creek Underground Water	\$765,530	\$163.82	\$163.82	\$0.00	\$0.00	\$0.00	\$0.00
	2018 Total:		\$21,916.80	\$21,916.80	\$0.00	\$0.00	\$0.00	\$0.00
2017	City of Lockhart	\$733,360	\$5,324.19	\$5,324.19	\$0.00	\$0.00	\$0.00	\$0.00
2017	Farm to Market Road	\$733,360	\$0.73	\$0.73	\$0.00	\$0.00	\$0.00	\$0.00
2017	Caldwell County	\$733,360	\$5,685.00	\$5,685.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	Lockhart ISD	\$733,360	\$9,770.99	\$9,770.99	\$0.00	\$0.00	\$0.00	\$0.00
2017	Plum Creek Conservation District	\$733,360	\$170.14	\$170.14	\$0.00	\$0.00	\$0.00	\$0.00
2017	Plum Creek Underground Water	\$733,360	\$156.94	\$156.94	\$0.00	\$0.00	\$0.00	\$0.00
	2017 Total:		\$21,107.99	\$21,107.99	\$0.00	\$0.00	\$0.00	\$0.00
2016	City of Lockhart	\$571,040	\$4,187.43	\$4,187.43	\$0.00	\$0.00	\$0.00	\$0.00
2016	Farm to Market Road	\$571,040	\$0.57	\$0.57	\$0.00	\$0.00	\$0.00	\$0.00
2016	Caldwell County	\$571,040	\$4,426.70	\$4,426.70	\$0.00	\$0.00	\$0.00	\$0.00
2016	Lockhart ISD	\$571,040	\$7,608.31	\$7,608.31	\$0.00	\$0.00	\$0.00	\$0.00



2016	Plum Creek Conservation District	\$571,040	\$131.34	\$131.34	\$0.00	\$0.00	\$0.00	\$0.00
2016	Plum Creek Underground Water	\$571,040	\$122.77	\$122.77	\$0.00	\$0.00	\$0.00	\$0.00
	2016 Total:		\$16,477.12	\$16,477.12	\$0.00	\$0.00	\$0.00	\$0.00
2015	City of Lockhart	\$575,070	\$4,216.99	\$4,216.99	\$0.00	\$0.00	\$0.00	\$0.00
2015	Farm to Market Road	\$575,070	\$0.58	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00
2015	Caldwell County	\$575,070	\$4,125.55	\$4,125.55	\$0.00	\$0.00	\$0.00	\$0.00
2015	Lockhart ISD	\$575,070	\$7,651.31	\$7,651.31	\$0.00	\$0.00	\$0.00	\$0.00
2015	Plum Creek Conservation District	\$575,070	\$129.39	\$129.39	\$0.00	\$0.00	\$0.00	\$0.00
2015	Plum Creek Underground Water	\$575,070	\$123.64	\$123.64	\$0.00	\$0.00	\$0.00	\$0.00
	2015 Total:		\$16,247.46	\$16,247.46	\$0.00	\$0.00	\$0.00	\$0.00
2014	City of Lockhart	\$575,110	\$4,156.32	\$4,156.32	\$0.00	\$0.00	\$0.00	\$0.00
2014	Farm to Market Road	\$575,110	\$0.58	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00
2014	Caldwell County	\$575,110	\$3,971.13	\$3,971.13	\$0.00	\$0.00	\$0.00	\$0.00
2014	Lockhart ISD	\$575,110	\$8,218.89	\$8,218.89	\$0.00	\$0.00	\$0.00	\$0.00
2014	Plum Creek Conservation District	\$575,110	\$126.52	\$126.52	\$0.00	\$0.00	\$0.00	\$0.00
2014	Plum Creek Underground Water	\$575,110	\$126.52	\$126.52	\$0.00	\$0.00	\$0.00	\$0.00
	2014 Total:		\$16,599.96	\$16,599.96	\$0.00	\$0.00	\$0.00	\$0.00
2013	City of Lockhart	\$559,980	\$4,046.98	\$4,046.98	\$0.00	\$0.00	\$0.00	\$0.00
2013	Farm to Market Road	\$559,980	\$0.56	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00
2013	Caldwell County	\$559,980	\$3,867.23	\$3,867.23	\$0.00	\$0.00	\$0.00	\$0.00
2013	Lockhart ISD	\$559,980	\$6,604.96	\$6,604.96	\$0.00	\$0.00	\$0.00	\$0.00



2013	Plum Creek Conservation District	\$559,980	\$123.20	\$123.20	\$0.00	\$0.00	\$0.00	\$0.00
2013	Plum Creek Underground Water	\$559,980	\$123.20	\$123.20	\$0.00	\$0.00	\$0.00	\$0.00
	2013 Total:		\$14,766.13	\$14,766.13	\$0.00	\$0.00	\$0.00	\$0.00
2012	City of Lockhart	\$479,550	\$3,465.71	\$3,465.71	\$0.00	\$0.00	\$0.00	\$0.00
2012	Farm to Market Road	\$479,550	\$0.48	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00
2012	Caldwell County	\$479,550	\$3,312.25	\$3,312.25	\$0.00	\$0.00	\$0.00	\$0.00
2012	Lockhart ISD	\$479,550	\$5,691.30	\$5,691.30	\$0.00	\$0.00	\$0.00	\$0.00
2012	Plum Creek Conservation District	\$479,550	\$100.71	\$100.71	\$0.00	\$0.00	\$0.00	\$0.00
2012	Plum Creek Underground Water	\$479,550	\$100.71	\$100.71	\$0.00	\$0.00	\$0.00	\$0.00
	2012 Total:		\$12,671.16	\$12,671.16	\$0.00	\$0.00	\$0.00	\$0.00
2011	City of Lockhart	\$435,430	\$3,147.28	\$3,147.28	\$0.00	\$0.00	\$0.00	\$0.00
2011	Farm to Market Road	\$435,430	\$0.44	\$0.44	\$0.00	\$0.00	\$0.00	\$0.00
2011	Caldwell County	\$435,430	\$3,007.95	\$3,007.95	\$0.00	\$0.00	\$0.00	\$0.00
2011	Lockhart ISD	\$435,430	\$5,173.78	\$5,173.78	\$0.00	\$0.00	\$0.00	\$0.00
2011	Plum Creek Conservation District	\$435,430	\$87.09	\$87.09	\$0.00	\$0.00	\$0.00	\$0.00
2011	Plum Creek Underground Water	\$435,430	\$87.09	\$87.09	\$0.00	\$0.00	\$0.00	\$0.00
	2011 Total:		\$11,503.63	\$11,503.63	\$0.00	\$0.00	\$0.00	\$0.00
2010	City of Lockhart	\$435,590	\$3,176.32	\$3,176.32	\$0.00	\$0.00	\$0.00	\$0.00
2010	Farm to Market Road	\$435,590	\$0.44	\$0.44	\$0.00	\$0.00	\$0.00	\$0.00
2010	Caldwell County	\$435,590	\$3,009.49	\$3,009.49	\$0.00	\$0.00	\$0.00	\$0.00
2010	Lockhart ISD	\$435,590	\$5,204.43	\$5,204.43	\$0.00	\$0.00	\$0.00	\$0.00

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2010	Plum Creek Conservation District	\$435,590	\$84.94	\$84.94	\$0.00	\$0.00	\$0.00	\$0.00
2010	Plum Creek Underground Water	\$435,590	\$84.94	\$84.94	\$0.00	\$0.00	\$0.00	\$0.00
	2010 Total:		\$11,560.56	\$11,560.56	\$0.00	\$0.00	\$0.00	\$0.00
2009	City of Lockhart	\$377,660	\$2,677.61	\$2,677.61	\$0.00	\$0.00	\$0.00	\$0.00
2009	Farm to Market Road	\$377,660	\$0.76	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00
2009	Caldwell County	\$377,660	\$2,608.88	\$2,608.88	\$0.00	\$0.00	\$0.00	\$0.00
2009	Lockhart ISD	\$377,660	\$4,645.21	\$4,645.21	\$0.00	\$0.00	\$0.00	\$0.00
2009	Plum Creek Conservation District	\$377,660	\$69.87	\$69.87	\$0.00	\$0.00	\$0.00	\$0.00
2009	Plum Creek Underground Water	\$377,660	\$69.87	\$69.87	\$0.00	\$0.00	\$0.00	\$0.00
	2009 Total:		\$10,072.20	\$10,072.20	\$0.00	\$0.00	\$0.00	\$0.00
2008	City of Lockhart	\$300,440	\$2,130.12	\$2,130.12	\$0.00	\$0.00	\$0.00	\$0.00
2008	Farm to Market Road	\$300,440	\$0.90	\$0.90	\$0.00	\$0.00	\$0.00	\$0.00
2008	Caldwell County	\$300,440	\$2,075.14	\$2,075.14	\$0.00	\$0.00	\$0.00	\$0.00
2008	Lockhart ISD	\$300,440	\$3,672.88	\$3,672.88	\$0.00	\$0.00	\$0.00	\$0.00
2008	Plum Creek Conservation District	\$300,440	\$54.08	\$54.08	\$0.00	\$0.00	\$0.00	\$0.00
2008	Plum Creek Underground Water	\$300,440	\$54.08	\$54.08	\$0.00	\$0.00	\$0.00	\$0.00
	2008 Total:		\$7,987.20	\$7,987.20	\$0.00	\$0.00	\$0.00	\$0.00
2007	City of Lockhart	\$283,400	\$2,004.77	\$2,004.77	\$0.00	\$0.00	\$0.00	\$0.00
2007	Farm to Market Road	\$283,400	\$1.13	\$1.13	\$0.00	\$0.00	\$0.00	\$0.00
2007	Caldwell County	\$283,400	\$1,936.47	\$1,936.47	\$0.00	\$0.00	\$0.00	\$0.00
2007	Lockhart ISD	\$283,400	\$3,406.47	\$3,406.47	\$0.00	\$0.00	\$0.00	\$0.00



2007	Plum Creek Conservation District	\$283,400	\$50.45	\$50.45	\$0.00	\$0.00	\$0.00	\$0.00
2007	Plum Creek Underground Water	\$283,400	\$51.01	\$51.01	\$0.00	\$0.00	\$0.00	\$0.00
	2007 Total:		\$7,450.30	\$7,450.30	\$0.00	\$0.00	\$0.00	\$0.00
2006	City of Lockhart	\$283,400	\$1,799.59	\$1,799.59	\$0.00	\$0.00	\$0.00	\$0.00
2006	Farm to Market Road	\$283,400	\$1.42	\$1.42	\$0.00	\$0.00	\$0.00	\$0.00
2006	Caldwell County	\$283,400	\$1,822.83	\$1,822.83	\$0.00	\$0.00	\$0.00	\$0.00
2006	Lockhart ISD	\$283,400	\$4,364.36	\$4,364.36	\$0.00	\$0.00	\$0.00	\$0.00
2006	Plum Creek Conservation District	\$283,400	\$48.74	\$48.74	\$0.00	\$0.00	\$0.00	\$0.00
2006	Plum Creek Underground Water	\$283,400	\$49.60	\$49.60	\$0.00	\$0.00	\$0.00	\$0.00
	2006 Total:		\$8,086.54	\$8,086.54	\$0.00	\$0.00	\$0.00	\$0.00
2005	City of Lockhart	\$140,670	\$865.12	\$865.12	\$0.00	\$0.00	\$0.00	\$0.00
2005	Farm to Market Road	\$140,670	\$0.84	\$0.84	\$0.00	\$0.00	\$0.00	\$0.00
2005	Caldwell County	\$140,670	\$884.96	\$884.96	\$0.00	\$0.00	\$0.00	\$0.00
2005	Lockhart ISD	\$140,670	\$2,377.32	\$2,377.32	\$0.00	\$0.00	\$0.00	\$0.00
2005	Plum Creek Conservation District	\$140,670	\$24.20	\$24.20	\$0.00	\$0.00	\$0.00	\$0.00
2005	Plum Creek Underground Water	\$140,670	\$26.59	\$26.59	\$0.00	\$0.00	\$0.00	\$0.00
	2005 Total:		\$4,179.03	\$4,179.03	\$0.00	\$0.00	\$0.00	\$0.00
2004	City of Lockhart	\$143,420	\$817.49	\$817.49	\$0.00	\$0.00	\$0.00	\$0.00
2004	Farm to Market Road	\$143,420	\$1.00	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00
2004	Caldwell County	\$143,420	\$858.37	\$858.37	\$0.00	\$0.00	\$0.00	\$0.00
2004	Lockhart ISD	\$143,420	\$2,278.51	\$2,278.51	\$0.00	\$0.00	\$0.00	\$0.00

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2004	Plum Creek Conservation District	\$143,420	\$23.66	\$23.66	\$0.00	\$0.00	\$0.00	\$0.00
2004	Plum Creek Underground Water	\$143,420	\$27.11	\$27.11	\$0.00	\$0.00	\$0.00	\$0.00
	2004 Total:		\$4,006.14	\$4,006.14	\$0.00	\$0.00	\$0.00	\$0.00
2003	City of Lockhart	\$144,040	\$801.73	\$801.73	\$0.00	\$0.00	\$0.00	\$0.00
2003	Farm to Market Road	\$144,040	\$1.15	\$1.15	\$0.00	\$0.00	\$0.00	\$0.00
2003	Caldwell County	\$144,040	\$816.13	\$816.13	\$0.00	\$0.00	\$0.00	\$0.00
2003	Lockhart ISD	\$144,040	\$2,110.76	\$2,110.76	\$0.00	\$0.00	\$0.00	\$0.00
2003	Plum Creek Conservation District	\$144,040	\$25.21	\$25.21	\$0.00	\$0.00	\$0.00	\$0.00
2003	Plum Creek Underground Water	\$144,040	\$28.81	\$28.81	\$0.00	\$0.00	\$0.00	\$0.00
	2003 Total:		\$3,783.79	\$3,783.79	\$0.00	\$0.00	\$0.00	\$0.00
2002	City of Lockhart	\$139,080	\$718.49	\$718.49	\$0.00	\$0.00	\$0.00	\$0.00
2002	Farm to Market Road	\$139,080	\$1.25	\$1.25	\$0.00	\$0.00	\$0.00	\$0.00
2002	Caldwell County	\$139,080	\$751.03	\$751.03	\$0.00	\$0.00	\$0.00	\$0.00
2002	Lockhart ISD	\$139,080	\$2,001.50	\$2,001.50	\$0.00	\$0.00	\$0.00	\$0.00
2002	Plum Creek Conservation District	\$139,080	\$24.34	\$24.34	\$0.00	\$0.00	\$0.00	\$0.00
	2002 Total:		\$3,496.61	\$3,496.61	\$0.00	\$0.00	\$0.00	\$0.00

25

Biller	Cost	Item
DKM Fabrication LLC	\$202,905.00	Roof structure
Techline Construction	\$ 27,760.96	Poles and Transformer
Capitol Sprinkler and Fire Systems	\$ 153,453.00	Sprinkler system
Kidd Roofing	\$ 96,423.69	Roof
Creative Electrical Solutions	\$ 1,440.00	Electical demolition
Durango Doors	\$ 99,880.00	Storefront windows
Vinco Construction	\$ 58,880.00	Water and Fire Line Improvements
Optomax Electric	\$ 314,583.84	Electric
Otis Elevator Company	\$ 136,788.00	Elevator
Otis Elevator Change orders	\$28,500.00	Elevator
Plumbing - Labor	\$115,000.00	Plumbing
Ferguson	\$22,619.48	Plumbing fixtures
City Electric Supply	\$ 50,436.79	Electric/ Elevator related
Furman + Keil Architects	\$ 168,558.44	Architectural services
City of Lockhart	\$ 18,425.00	Electric
Dayton Air	\$217,143.50	HVAC Systems
Cap Consulting	\$53,000	MEP Engineering
Holl-Pack Engineering	\$62,000.00	Structural amd MEP Engineering
Ku and Associates	\$5,000	Civil Engineering
Labor	\$216,000.00	Labor
Dumpster pick up	\$19,200.00	Trash
United Rental / Sun State Equip	\$15,300.00	Equiptment rental
SSS Steel	\$58,285.00	Steel
Ricardo Steel	\$75,000.00	Welder
Mc Elroy metal	\$23,530.00	Siding
Marsh Insurance	\$28,349.00	Insurance
Presicion Glass	\$14,780.90	Glass
Binswanger Glass	\$10,350.00	Glass
Colin Strickland	\$55,000.00	Demo
Elevator Shaft	\$45,000	Elevator Shaft
Juan Garcia	\$7,000.00	Concrete work
Sheetrock / tape and float/ paint	\$43,000.00	Sheetrock / tape and float / paint
 Subtotal	 \$2,443,592.60	
Contractor Fee 10%	\$244,359.26	
 Total	 \$2,687,951.86	
Fee 0.015%	\$4,031.92	
 Future expenses to finish the project	 \$100,000.00	
Contractor fee 10%	\$10,000.00	
 Total cost	 \$2,801,983.78	

DIVISION 2. TAX ABATEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Code 1982, § 12.5-21; Ord. No. 93-19, pt. 21, 9-21-93; Ord. No. 2017-03, § I, 2-7-17; Ord. No. 2025-08, § 2, 4-15-25)

Sec. 28-22. Application for tax abatement.

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

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

- (9) Include a detailed statement of the current and proposed use and zoning for the property;
 - (10) Provide any additional information to the commission which the owner deems relevant or useful, such as the history of the structure; and
 - (11) Processing and appraisal fees may be required by the city at the time of application.
- (b) Each application shall contain sufficient documentation confirming or supporting the information submitted therein. The approval of tax abatement will depend upon the quality of the information provided by the applicant.
- (Code 1982, § 12.5-22; Ord. No. 93-19, pt. 22, 9-21-93)

Sec. 28-23. Certification for tax abatement.

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

(Code 1982, § 12.5-23; Ord. No. 93-19, pt. 23, 9-21-93; Ord. No. 2017-03, § I, 2-7-17; Ord. No. 2025-08, § 3, 4-15-25)

Sec. 28-24. Verification for tax abatement.

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

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



Historic Property Preservation Tax Abatement

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

General Information:

- The minimum tax abatement allowed shall be an amount equal to the previous two years of city taxes actually paid on the property.
- The total tax abatement shall not exceed the owner's and/or tenant's total out-of-pocket cost of the improvements.
- The tax abatement applies only to municipal taxes.
- The property owner must be current on property taxes prior to authorization of any tax abatement.
- In addition to the Tax Abatement Application, a Certificate for Alteration Application must be approved by the Historical Preservation Commission, prior to the Commission's approval of the tax abatement.
- The tax abatement may carry with the property.
- Both residential and non-residential properties are eligible.
- www.library.municode.com/tx/lockhart/codes/code_of_ordinances?nodeId=PTIICOR_C_H28HIDILA_S28-20TAABPRHIPR

Process Summary:

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 9, 2025

AGENDA ITEM CAPTION: Discussion regarding the terms of a new lease agreement with Toshiba America Business Solutions, Inc. for copier equipment in City facilities and to authorize the City Manager to execute the lease agreement.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The City's current copier lease agreement with Toshiba America Business Solutions, Inc. has expired. The existing copiers, now eight to ten years old, require frequent maintenance and are increasingly incompatible with software and security updates.

Staff has worked with Toshiba to develop a proposal that meets the current and future needs of City departments. The new 60-month lease agreement provides for the replacement of ten existing copiers and the addition of one new machine. The monthly lease payment of \$2,163.25 includes toner, replacement parts, and labor, and also upgrades equipment from black-and-white to color units. In addition, the new copiers will feature enhanced technology, including software upgrades that allow wireless and mobile printing, improving both accessibility and efficiency. Toshiba America Business Solutions, Inc. participates in the Texas Department of Information Resources purchasing program, which meets City procurement requirements.

Approval of the proposed terms will ensure reliable copier equipment across City facilities, maintain compatibility with security and system updates, and provide modern technology to better support departmental operations.

PROJECT SCHEDULE (if applicable): Implementation will begin following Council approval of the proposed lease agreement terms and execution of the lease agreement.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Monthly Lease Cost: \$2,163.25 (\$25,959 annually); Total contract cost for the proposed 60-month term (5 years) is \$129,795.
Funding Source: Rents & Leases, multiple departmental accounts.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends that the City Council approve the terms of the new lease agreement with Toshiba America Business Solutions, Inc. and authorize the City Manager to execute the agreement.

LIST OF SUPPORTING DOCUMENTS: Toshiba Copier Quote, CITY OF LOCKHART Device List, DIR-CPO-5427-Contract

Investment Schedule



PREPARED FOR

CITY OF LOCKHART-LOCKHART

September 18, 2025

Prepared by:
David Oakes
David.Oakes@tbs.toshiba.com

TOSHIBA

INVESTMENT SCHEDULE

CITY OF LOCKHART-LOCKHART

Proposed Solution

Model Details

- (1) Toshiba e-STUDIO3525AC
 - Included Features: DSDF Document Feeder, Copier Stand, 50-sheet Inner Finisher, Fax Unit / 2nd Line Fax Unit, Wireless LAN / Bluetooth Module, Single outlet wall mount power filter 15A/120V
- (1) Lexmark XM1342
- (2) Toshiba e-STUDIO3525AC
 - Included Features: RADF Document Feeder, Copier Stand, Fax Unit / 2nd Line Fax Unit, Wireless LAN / Bluetooth Module, Single outlet wall mount power filter 15A/120V
- (1) Toshiba e-STUDIO4525AC
 - Included Features: RADF Document Feeder, Copier Stand, 50-sheet Inner Finisher, Hole Punch, Fax Unit / 2nd Line Fax Unit, Wireless LAN / Bluetooth Module, Single outlet wall mount power filter 15A/120V
- (1) Toshiba e-STUDIO4525AC
 - Included Features: RADF Document Feeder, Large Capacity Feeder, 50-sheet Inner Finisher, Fax Unit / 2nd Line Fax Unit, Wireless LAN / Bluetooth Module, Single outlet wall mount power filter 15A/120V
- (1) Toshiba e-STUDIO4525AC
 - Included Features: RADF Document Feeder, Copier Stand, 50-sheet Inner Finisher, Hole Punch, Fax Unit / 2nd Line Fax Unit, Wireless LAN / Bluetooth Module, Single outlet wall mount power filter 15A/120V
- (1) Toshiba e-STUDIO7527AC
 - Included Features: 65-Sheet Multi-Staple Finisher, Holepunch for MJ1115/1116, Fax Unit / 2nd Line Fax Unit, Wireless LAN / Bluetooth Module, Power filter w/ prem I/S/N protection 20A/120V
- (2) Toshiba e-STUDIO3525AC
 - Included Features: RADF Document Feeder, Copier Stand, 50-sheet Inner Finisher, Fax Unit / 2nd Line Fax Unit, Wireless LAN / Bluetooth Module, Single outlet wall mount power filter 15A/120V

- (1) Toshiba e-STUDIO4525AC

- Included Features: RADF Document Feeder, Large Capacity Feeder, 65-sheet Multi-Staple Finisher, Bridge Kit, Fax Unit / 2nd Line Fax Unit, Wireless LAN / Bluetooth Module, Single outlet wall mount power filter 15A/120V, ELEVATE 2

Service Details

Pool Name	Pool Type	Monthly Pages Included	Monthly Overage Per Page
Mono Copier Pool	Mono	27,000	\$0.00701
Color Copier Pool	Color	6,000	\$0.04854
Mono Printer Pool	Mono	1,000	\$0.01400

Total Monthly Investment

\$2,163.25

Monthly investment includes parts, labor, travel, and supplies; everything except for paper, staples, shipping of supplies, one-time documentation fees, and applicable taxes.



Big color, big features.

Toshiba's new 35PPM e-STUDIO3525AC gives you the features and outstanding color quality you want packed it in a very compact offering. At 35PPM it's ideal for small workgroups. Add the dual scan document feeder and you have performance and capabilities that rivals MFPs twice its size.

Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats.

Features at a glance

- Full Color A3 MFP
- 35PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax



e-STUDIO3525AC

Popular Options
Saddle Stitch Finisher
Wireless Connectivity
Pedestal LCF
Dual Scan Document Feeder



Big color, big features.

Toshiba's new 35PPM e-STUDIO3525AC gives you the features and outstanding color quality you want packed it in a very compact offering. At 35PPM it's ideal for small workgroups. Add the dual scan document feeder and you have performance and capabilities that rivals MFPs twice its size.

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e-STUDIO3525AC

Popular Options
Saddle Stitch Finisher
Wireless Connectivity
Pedestal LCF
Dual Scan Document Feeder

Productivity. Reliability. Security.

Light, compact, and fast, the XM1342 multifunction supports output up to 42 pages per minute, plus double-side automatic scanning, copying, and faxing with touch-screen convenience. Connect via Wi-Fi, USB or Ethernet and add an optional 550-sheet paper tray or available Extra High Yield Unison™ toner, to offer up to 18,000 pages of output.

The 1-GHz dual-core processor powers through big jobs, and Lexmark's full-spectrum security architecture helps keep information safe—in the document, on the device, over the network, and everywhere in between.

Features at a glance

- 42 PPM B&W
- Power 1 GHz / Memory 512MB
- 600 x 600 dpi Print Resolution (2400 IQ - 2400 x 600 dpi)
- 350-Sheet Standard Capacity
- 80,000-Page Duty Cycle
- EPEAT® Silver and ENERGY STAR® Certified



 **Lexmark XM1342**

Popular Options
550-sheet Tray
Surge Protective Device
Swivel Cabinet
Adjustable Printer Stand



Take on your busy midsize workgroup tasks.

Toshiba's new e-STUDIO4525AC doesn't just look good, it makes you look good too. With image quality unsurpassed in the industry. It will look good every time. At 45PPM and with up to 5,200 sheets of paper on tasks, it never flinches on big jobs. The 65-sheet finisher's stack capacity is a good match too.

The dual scan document feeder option holds 300 originals and scans at up to 240 duplex impressions per minute. Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. It'll be the hardest worker in the office.

Features at a glance

- Full Color A3 MFP
- 45PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax



e-STUDIO4525AC

Popular Options
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Wireless Connectivity
Pedestal LCF
Dual Scan Document Feeder



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Features at a glance

- Full Color A3 MFP
- 45PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax



e-STUDIO4525AC

Popular Options
65-Sheet Saddle Stitch Finisher
Wireless Connectivity
Pedestal LCF
Dual Scan Document Feeder



Bring the big jobs in the house.

Got big jobs to do on a regular basis? Bring them inhouse and let Toshiba's new e-STUDIO7527ACT do the heavy lifting. 75PPM brilliant color output and 85 PPM monochrome and over 8,000 sheets on tap mean you can turn up the volume.

The refillable dual scan document feeder, now with double feed detection holds 300 originals and scans at up to 240 duplex impressions per minute. Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. The versatility and productivity will speak volumes.

Features at a glance

- Full Color A3 MFP
- 75 PPM Color, 85 PPM Monochrome
- Optical Sensor Detects User Approaching
- Integral Tandem Drawer LCF
- Copy, Print, Scan, Fax



e-STUDIO™7527AC

Popular Options
FIPS HDD Option (320GB)
Fax Unit / Second Line Fax Unit
External Large Capacity Feeder 2,000 Sheets
65-Sheet Saddle Stitch Finisher
Diagnostic power filter, networked with ethernet, 20A/120V
Keyboard, Bluetooth
E-BRIDGE JOB SEPARATOR EX



Take on your busy midsize workgroup tasks.

Toshiba’s new e-STUDIO4525AC doesn’t just look good, it makes you look good too. With image quality unsurpassed in the industry. It will look good every time. At 45PPM and with up to 5,200 sheets of paper on tasks, it never flinches on big jobs. The 65-sheet finisher’s stack capacity is a good match too.

The dual scan document feeder option holds 300 originals and scans at up to 240 duplex impressions per minute. Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. It’ll be the hardest worker in the office.

Features at a glance

- Full Color A3 MFP
- 45PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax



e-STUDIO4525AC

Popular Options
65-Sheet Saddle Stitch Finisher
Wireless Connectivity
Pedestal LCF
Dual Scan Document Feeder



206 Wild Basin Road South, #109
Austin, TX 78746

List of Proposed New Devices:

City of Lockhart Device List	Quantity	Location	Monthly Payment	Annual Payment
Lexmark XM1342	1	Public Works	\$ 35.00	\$ 420.00
Estudio 3525ac	1	Police Dept.	\$ 175.00	\$ 2,100.00
Estudio 3525ac	1	Economic Development Dept.	\$ 175.00	\$ 2,100.00
Estudio 3525ac	1	Utility Billing Dept.	\$ 175.00	\$ 2,100.00
Estudio 3525ac	1	Fire Station No. 1	\$ 175.00	\$ 2,100.00
Estudio 3525ac	1	Fire Station No. 2	\$ 175.00	\$ 2,100.00
Estudio 4525ac	1	City Hall Upstairs	\$ 203.00	\$ 2,436.00
Estudio 4525ac	1	City Hall Downstairs	\$ 203.00	\$ 2,436.00
Estudio 4525ac	1	Municipal Court	\$ 203.00	\$ 2,436.00
Estudio 7527ac	1	Admin Building	\$ 259.25	\$ 3,111.00
Estudio 4525ac	1	Library*	\$ 385.00	\$ 4,620.00
Total:	11		\$ 2,163.25	\$ 25,959.00

**4k color usage monthly included*

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES
Toshiba America Business Solutions, Inc.

1 INTRODUCTION

1.1 Parties

This contract for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Toshiba America Business Solutions, Inc. a California For-Profit Corporation (hereinafter "Successful Respondent"), with its principal place of business at 25530 Commercentre Drive, Lake Forest, CA 92630.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-583, on 11/03/2023, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-583, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

- A. For transactions under this Contract, the order of precedence shall be as follows:
 - 1. this Contract;
 - 2. **Appendix A, Standard Terms and Conditions;**
 - 3. **Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan;**

4. **Appendix C, Pricing Index;**
 5. **Appendix D, Service Level Support Agreement;**
 6. **Appendix E, Master Operating Lease Agreement;**
 7. **Appendix F, Master Lease Agreement;**
 8. **Exhibit 1, RFO DIR-CPO-TMP-583**, including all Addenda; and
 9. **Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-583**, including all Addenda.
- B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions**.

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contract following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-583 for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 PRICING

5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

5.2 Customer Discount

- A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.
- B. Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.
- C. If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this

contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

5.3 Changes to Prices

- A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.
- B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

6 DIR ADMINISTRATIVE FEE

- A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.
- B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the

term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

- A. A current price list or mechanism to obtain specific contract pricing;
- B. MSRP/list price or DIR Customer price;
- C. Discount percentage (%) off MSRP or List Price;
- D. Warranty policies; and
- E. Return policies.

8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

8.2 Designation of Order Fulfillers

- A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.
- B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

- C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.
- D. Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.
- E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.
- F. Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300

Austin, Texas 78701
Phone: (512) 475-4700

If sent to Successful Respondent:

Larry White
Toshiba America Business Solutions, Inc.
25530 Commercentre Drive
Lake Forest, CA 92630
Phone: (949) 462-6260
Email: larry.white@tabs.toshiba.com

10 SOFTWARE LICENSE, LEASE, AND SERVICE AGREEMENTS

10.1 Software License Agreement

- A. Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.
- B. Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

10.2 Service Level Support Agreement

Services provided under this Contract shall be in accordance with the Service Level Support Agreement as set forth in **Appendix D** of this Contract. No changes to the Service Level Support Agreement terms and conditions may be made unless previously agreed to by Successful Respondent and DIR. Successful Respondent and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of Successful Respondent.

10.3 Master Operating Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Operating Lease Agreement in **Appendix E** of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR Contracts.

10.4 Master Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Lease Agreement in **Appendix F** of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

11 CONFLICTING OR ADDITIONAL TERMS

- A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.
- B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent

update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

- C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.
- D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

No exceptions to Appendix A have been agreed to by DIR and Successful Respondent.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

Toshiba America Business Solutions, Inc.

Authorized By: Signature on File

Name: Larry White

Title: President & CEO

Date: 6/4/2025 | 12:32 PM EDT

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 6/12/2025 | 6:03 PM CDT

Office of General Counsel: Signature on File

Date: 6/12/2025 | 5:53 PM CDT

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 9, 2025

AGENDA ITEM CAPTION: Discuss an updated agreement with LCRA and McCoy Tree Service for tree trimming in the right-of-way and utility easements.

ORIGINATING DEPARTMENT AND CONTACT: Electric - Bobby Leos

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: It is recommended that the City continue the tree trimming program with McCoy Tree Surgery (McCoy) in an effort to reduce voltage flicker, outages, losses, and improve public safety and satisfaction. Trees in close contact with power lines and tree limbs falling onto power lines are the most common causes of outages. Downed power lines caused by falling trees are a public safety hazard. Utilities that fail to maintain a tree trimming program frequently experience higher than normal expenses during severe storm conditions, which include overtime, purchase of additional inventory to replace damaged poles, wires and electric equipment. The City's electric utility staff are very satisfied with the work McCoy has completed throughout the city to date.

If approved, staff will coordinate with McCoy to begin pruning in early January 2026. Trimming oak trees during the winter months (December–February) is an industry best practice to mitigate potential causes of Oak Wilt. Staff anticipates funding appropriated in this year's FY 2025-26 budget will continue tree trimming services through April 2025. Prior to trimming, door hangars (in English and Spanish) are left at the residences in the area and provide the name and number of the City's contractor.

McCoy was first awarded a Customer Services Contract with the City for tree trimming services in FY 2019-20 during the March 3rd, 2020 Council meeting. The approved services contract was provided through the Lower Colorado River Authority's (LCRA) competitively procured tree trimming agreement with McCoy Tree Surgery. LCRA advised they rebid the tree trimming agreement in Fall 2024 for a new term and selected McCoy for a renewed agreement.

McCoy Tree Surgery specializes in vegetation management for the electric utility industry. Their pruning methods comply with industry standards for safety and tree care, and are endorsed by the International Society of Arboriculture and Tree Care Ind. Additional information regarding the city's tree trimming program can be found on the city website: www.lockhart-tx.org/page/elec_tree_trimming. Funding for this program is incorporated into the city's existing electric utility rates. There is no additional charge to the customer for these services.

PROJECT SCHEDULE (if applicable): 20.5 crew-weeks of tree trimming

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required: 150,000.00

Account Number: 500-5745-298

Funds Available: 150,000.00

Account Name: Tree Trimming

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Electric Superintendent recommends approval

LIST OF SUPPORTING DOCUMENTS: TREE TRIMMING CONTRACT 25-26

**CUSTOMER
SERVICES CONTRACT**

CUSTOMER: City of Lockhart
P.O. Box 239
Lockhart, TX 78644
Bobby Leos

DATE SUBMITTED: September 9, 2025

SCOPE OF SERVICES:

JOB NUMBER:

The Lower Colorado River Authority ("LCRA") will provide the Customer access to LCRA's tree trimming services contract (the "Agreement") with McCoy Tree Surgery ("McCoy"). The City will specify which lines McCoy is to clear prior to the start of work.

Per hour rates will depend on individual classification of each employee. (See attached rate schedule). McCoy will bill Customer directly, on a weekly basis, and Customer will pay invoices directly to McCoy in accordance with the terms and conditions of the Agreement.

Scope of Tree Trimming:	Estimated at 20.5 crew-weeks of trimming
Estimated Services Value:	\$ 142,569.30 per year (direct charge from McCoy)
Total Amount of Services (includes LCRA Fee):	\$ 149,697.77 Estimate

See Attached Terms and Conditions.

SCHEDULE:

Customer and McCoy will determine a mutually acceptable time for the start of services. Services have a target start of January 5, 2026 with a 20.5 week completion.

CONTRACT PRICE:

LCRA Administration Fee: \$ 7,128.47
The Administration Fee will be added to the Customer's monthly power bill upon execution of contract. (or invoiced direct as applicable).

City of Lockhart

Lower Colorado River Authority

By: _____
Title: _____
Date: _____

By: _____
Title: Sam Woolard
VP, Trans Const & Maintenance
Date: _____

OFFICE USE ONLY

Accounting: _____ 0

Approved By: _____
Completion Date: _____

Personnel Level	Rates	1	Rate
Supervisor/General Foreperson	\$ 61.46	1 \$	61.46
Foreperson	\$ 47.95	1 \$	47.95
Trimmer	\$ 41.40	1 \$	41.40

Equipment

Chain Saws (each)	0.92	1 \$	0.92
Bucket Truck with Chip bed	18.07	1 \$	18.07
Chipper	6.92	1 \$	6.92
GF Pickup	14.82	1 \$	14.82

Crew Rate (using Max Rates)

Supervisor/General Foreperson	\$ 61.46	0.25 \$	15.37
GF Pickup	\$ 14.82	0 \$	-
Foreperson	\$ 47.95	1 \$	47.95
Trimmer	\$ 41.40	2 \$	82.80
Chain Saws (each)	\$ 0.92	3 \$	2.76
Bucket Truck with Chip bed	\$ 18.07	1 \$	18.07
Chipper	\$ 6.92	1 \$	6.92

Total Hourly Crew Rate		\$	173.87
Total Weekly Crew Rate		\$	6,954.60
Total weeks (estimated)	20.5	\$	142,569.30
Total Trimmers	3.25		
Includes per diem costs for Lodging and meals			

Total (using max rates)	\$	142,569.30	Note: This is the estimated direct charge from McCoy
Average/week	\$	6,954.60	

Actual Charges according to the rate schedule will be billed.

LCRA will bill a fee to cover the cost of scheduling and administering the program
The Administration fee is: \$ 7,128.47

FOR BUDGETING PURPOSES ONLY

Total (LCRA and McCoy)	\$	149,697.77	3 PERSON CREW
Total (LCRA and McCoy) weekly avg.	\$	7,302.33	

TERMS AND CONDITIONS

The Lower Colorado River Authority ("LCRA") will provide the Customer access to LCRA's tree trimming services contract (the "Agreement") with McCoy Tree Surgery ("McCoy").

LCRA will add a fee to Customer's wholesale power bill to cover administration of this program. The fee is noted on the front of the contract.

The services under this Customer Services Contract are provided pursuant to the Technical Services Agreement between LCRA and the City, dated December 11, 1979 and under the authority of Chapter 791 of the Texas Government Code, Chapter 271, Subchapter F of the Texas Local Government Code, and in furtherance of LCRA's statutory and constitutional authority to provide electric utility services. The purpose of this Customer Services Contract is to increase the reliability of electric service within Customer's service territory, and to realize savings and efficiencies by cooperatively procuring services.

Customer will purchase services from McCoy under the same terms and conditions and pricing contained in the Agreement. All orders and payments for such purchases will be issued directly from Customer to McCoy, and McCoy will provide the services and associated invoices directly to Customer. LCRA is not a party to, and will in no way be responsible to either Customer or McCoy for, such orders, including without limitation any payments, performance, costs, expenses, losses or damages arising from such transactions between McCoy and Customer. Customer releases LCRA from any liability associated with Customer's transactions under the Agreement.

Customer represents that (i) all payments made pursuant to this Customer Services Contract will be paid from current revenues and (ii) it has the authority to enter into this Customer Services Contract.



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 9, 2025

AGENDA ITEM CAPTION: Discuss Resolution 2025-33: (1) determining that a public necessity exists for the acquisition of permanent sanitary sewer and temporary construction easements located on real property which are required for the construction of the Lockhart Economic Development Administration Sewer Project America Rescue Plan Act Project #08-79-05656 to construct sanitary sewer utility infrastructure; (2) authorizing the City Manager to make offers for the acquisition of easements required for said Project and to expend an aggregate amount not to exceed \$50,000.00 to acquire said easements; (3) establishing certain procedures for acquisition; and (4) authorizing the City Manager to execute any documents in connection therewith.

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Brad Bullock

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The City of Lockhart was awarded a grant from the Economic Development Administration to construct wastewater utilities along the railroad tracks on the west side of Lockhart. The improvements are to improve wastewater service in the area along with the necessary decommissioning of a wastewater lift station. The project is necessary to continue the level of wastewater service in the region and accommodate future growth.

The project is oriented along the Union Pacific Railroad and begins at Tank Street, ending at the Windridge Subdivision. The project is 100% designed and all the necessary easements have been obtained except the wastewater utility and construction easements across two parcels with one property owner. The acquisition of these permanent utility easements will permit the City access to maintain, operate, and the utility in the easement area. This resolution would authorize the City Manager to pay just compensation to the Owner for the acquisition of the easements.

The resolution establishes and defines "just compensation" to be an amount not to exceed the "Total Appraised Compensation" plus incremental amounts above the Total Appraised Compensation, as necessitated by the circumstances of each tract, for the acquisition of the easements from the Owner. If compensation for the easements exceeds the City Manager's purchasing authority, then the acquisition of said easement will be brought back to City Council for separate approval. If an agreement cannot be reached on the acquisition of an easement, a request to initiate condemnation proceedings will be presented to the City Council.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approving Resolution 2025-33.

LIST OF SUPPORTING DOCUMENTS: Resolution 2025 -33 - Purchase Easements
Spillmann Properties LTD_cad edits_clean

RESOLUTION NO. 2025-33

A RESOLUTION BY THE CITY OF LOCKHART, TEXAS DETERMINING THAT A PUBLIC NECESSITY EXISTS TO ACQUIRE A SANITARY SEWER EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT FOR THE LOCKHART ECONOMIC DEVELOPMENT ADMINISTRATION SEWER PROJECT AMERICAN RESCUE PLAN ACT PROJECT #08-79-05656; AUTHORIZING THE CITY MANAGER TO MAKE OFFERS TO ACQUIRE THE EASEMENTS; ESTABLISHING CERTAIN PROCEDURES FOR ACQUISITION; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart, Texas (“City”) desires to acquire a necessary sanitary easement and a necessary temporary construction easement to install, construct, operate, use, and maintain public utilities in the Lockhart Economic Development Administration Sewer Project (“the Project”); and

WHEREAS, the needed improvements referenced above will require the City to purchase a permanent sanitary sewer easement and a temporary construction easement.

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

1. The City Council of the City of Lockhart, Texas, hereby officially determines that there is a public necessity for, and the public welfare and convenience will be served by, the acquisition from one property owner of a permanent sanitary sewer easement and a temporary construction easement on two (2) tracts of real property which are required to (a) construct, reconstruct, and perpetually maintain, repair and operate sanitary sewer facilities, including but not limited to, all necessary appurtenances thereto, together with the right to make connections and such other construction and improvements incidental to the construction, maintenance, operation and repair of such lines, and (b) together with the right to use roads, driveways, gates, and access ways and the right of ingress and egress at all times across the Easement Properties; and

2. That the City Manager is authorized to make offers for the acquisition of the necessary easements in an aggregate amount not to exceed \$50,000 for the acquisition of the easements and to establish certain procedures for acquisition of these necessary easements.

3, That the City Council of the City of Lockhart, Texas, hereby establishes and defines “just compensation” to be an amount not to exceed the “Total Appraised Compensation” plus incremental amounts above the Total Appraised Compensation, as necessitated by the circumstances of each tract, for the acquisition of the easements from the Owner.

4. That the City Manager, or a person(s) acting on his behalf, is hereby authorized to pay just compensation to the Owner for the acquisition of easements, all as described above, and to negotiate with the Owner on behalf of the City of Lockhart, for the Project.

5. That the City Manager may execute any documents in connection therewith, required to acquire a specific easement at just compensation.

6. That the City Manager shall submit to the City Council for approval of any easement for which the purchase amount exceeds the City Manager's purchasing authority.

7. That prior to initiating condemnation proceedings on any tract, the City Manager shall present to the City Council specific information regarding the tract, the appraised value, and the offer made to the owner and obtain authorization from the City Council to initiate condemnation proceedings.

8. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Signed this _____ day of _____, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 9, 2025

AGENDA ITEM CAPTION: Discuss Resolution 2025-34 finding that one sanitary sewer easement and one temporary construction easement located on property addressed as 1600 Silent Valley Road, Lockhart, Caldwell County, Texas are necessary for the construction of the Lockhart Economic Development Administration Sewer Project American Rescue Plan Act Project #08-79-5656 to construct sanitary sewer utility infrastructure and authorizing the use of eminent domain to condemn the easement interests pursuant to Government Code § 2206.053.

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Brad Bullock

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The City has completed the design phase for the Lockhart Economic Development Sewer Project. The project's design requires permanent wastewater and temporary construction easements from one private property owner. Contract Land Staff (CLS) is the right of way services company assisting with this project. The appraisals for the easements have been conducted and offers have been made to the owner based on the appraisal report for the property. Staff and CLS continue to negotiate with the owner. However, they have not been able to reach an agreement with the property owner for the remaining easement interests. Therefore, the City believes it is prudent to authorize the use of eminent domain for the easements located on the following properties:

1600 Silent Valley Road, Lockhart, Texas, Caldwell County Tax Appraisal ID Nos. 14661 and 18689: The permanent sanitary sewer easement is legally described as being a fifteen (15) foot-wide, 30,758 square foot tract of land, and the temporary construction easement legally described as being a fifteen (15) foot-wide, 30,810 square foot tract of land, both situated in the City of Lockhart, Caldwell County, Texas, and being also a part of the Cornelius Crenshaw Survey, A-68 and being also a part of a tract of land designated as Exhibit B called 21.584 acres and part of a tract of land designated as Exhibit C Tract 1 called 35.97 acres and conveyed to Spillman Properties, Ltd. By deed recorded in Volume 586, Page 112 of the Official Public Records of Caldwell County, Texas. The survey plat and metes and bounds of the easements are attached as Exhibits A, B, and C.

Just compensation was determined by appraisal and the City, through CLS, made an initial offer on July 3, 2025, for the appraised amount. CLS was able to contact the property owner to discuss the offer. The property owner did not accept the initial offer. However, despite good faith negotiations, an agreement could not be reached. A final offer was made on August 19, 2025.

PROJECT SCHEDULE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Resolution 2025 -34 - Eminent Domain Spillmann
Properties LTD, Exhibits A, B and C

RESOLUTION NO. 2025-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, FINDING THAT ONE SANITARY EASEMENT AND ONE TEMPORARY CONSTRUCTION EASEMENT LOCATED ON A PROPERTY ADDRESSED AS 1600 SILENT VALLEY ROAD (PARCEL IDS 14661 & 18689) IN LOCKHART, CALDWELL COUNTY, TEXAS ARE NECESSARY FOR THE CONSTRUCTION OF THE LOCKHART ECONOMIC DEVELOPMENT ADMINISTRATION SEWER PROJECT AMERICAN RESCUE PLAN ACT PROJECT #08-79-05656; AUTHORIZING THE USE OF EMINENT DOMAIN TO CONDEMN THE EASEMENT INTERESTS PURSUANT TO GOVERNMENT CODE SECTION 2206.053; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City completed the design phase for the construction of sanitary sewer utilities located on the west side of Lockhart (the “Project”);

Whereas, the Project’s design requires one permanent sanitary sewer easement and one temporary construction easement from a private property owner;

Whereas, an appraisal for the easements has been conducted and an offer has been made to the property owner based on the appraisal report for the property;

Whereas, Staff attempted to negotiate with the owner and the City has not been able to reach an agreement with the property owner for the easement interests - therefore, the City believes it is prudent to authorize the use eminent domain for the sanitary sewer easement and temporary construction easement located on a property addressed as 1600 Silent Valley Road, Lockhart, Texas, Caldwell County Tax Appraisal ID Nos. 14661 and 18689. The permanent sanitary sewer easement is legally described as being a fifteen (15) foot-wide, 30,758 square foot tract of land, and the temporary construction easement legally described as being a fifteen (15) foot-wide, 30,810 square foot tract of land, both situated in the City of Lockhart, Caldwell County, Texas, and being also a part of the Cornelius Crenshaw Survey, A-68 and being also a part of a tract of land designated as Exhibit B called 21.584 acres and part of a tract of land designated as Exhibit C Tract 1 called 35.97 acres and conveyed to Spillman Properties, Ltd. By deed recorded in Volume 586, Page 112 of the Official Public Records of Caldwell County, Texas. The survey plat and metes and bounds of the easements are attached as Exhibits A, B, and C;

Whereas, just compensation was determined by appraisal and the City made an initial offer on July 3, 2025 for the appraised amount. Despite good faith negotiations, an agreement could not be reached. A final offer was made on August 19, 2025;

Whereas, Staff recommends Council find that the sanitary sewer easement and temporary construction easement located on a property addressed as 1600 SILENT VALLEY ROAD (PARCEL IDS 14661 & 18689), Lockhart, Caldwell County, Texas are necessary for the construction of sanitary sewer utilities in Lockhart, as well as authorize the use of eminent domain to condemn the easement interests pursuant to Government Code § 2206.053;

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Lockhart, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council finds that the sanitary sewer easement and temporary construction easements located on a property addressed as 1600 SILENT VALLEY ROAD (PARCEL IDS 14661 & 18689), Lockhart, Caldwell County, Texas are necessary for the construction of sanitary sewer utilities in Lockhart, authorizes the use of eminent domain to condemn the easement interests pursuant to Government Code § 2206.053, and authorizes the City Manager, or his designee, after approval as to form by the City Attorney's Office, to execute any necessary documents.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the _____ day of _____, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

Resolution 2025-34

Page 2 of 2

City of Lockhart Caldwell County, Texas
Cornelius Crenshaw Survey A-68

Spillmann Properties Ltd.
Volume 586 Page 112
Official Public Records
Exhibit "C" Tract 1
called 35.97 acres

Spillmann Properties Ltd.
Volume 586 Page 112
Official Public Records
Exhibit "B" called 21.584

Steve Swamp, LLC
Inst. #2022-05833 O.P.R.
called 4.021 a.c.

30810 sq ft

30758 sq ft

N 83°09'20" E 2055.72'

S 83°09'36" W 2048.80'

S 83°09'20" W 2052.26'

Union Pacific R. R. R. O. W.
(100' R. O. W.)

LEGEND

- 60d NAIL SET
- ◻ CAPPED IRON PIN FOUND
STAMPED "HINKLE SURVEYORS"
- 1" IRON PIPE FOUND

O.P.R. OFFICIAL PUBLIC RECORDS

D.R. DEED RECORDS

- PROPERTY BOUNDARY LINE

15' PERMANENT EASEMENT BOUNDARY LINE

15' TEMPORARY EASEMENT BOUNDARY LINE

APPROXIMATE CENTERLINE OF RAILROAD TRACTS

15' PERMANENT SS EASEMENT

15' TEMPORARY WORKSPACE EASE.

UNLESS OTHERWISE NOTED

LINE TABLE

LINE	BEARING	DISTANCE
T2	N 24°06'54" W	15.71'
T3	N 24°06'54" W	15.71'
T4	S 11°26'23" E	15.05'
T5	S 11°26'23" E	15.05'

NOTE #6:

1" IRON PIPE FOUND
FOUND MARKING SW
CORNER OF 35.97 AC
NAD83 TXSC ZONE 4204
N: 13873435.11
E: 2381017.14
LAT: 29° 53' 23.848"
LON: 97° 41' 53.326"

NOTE #7:

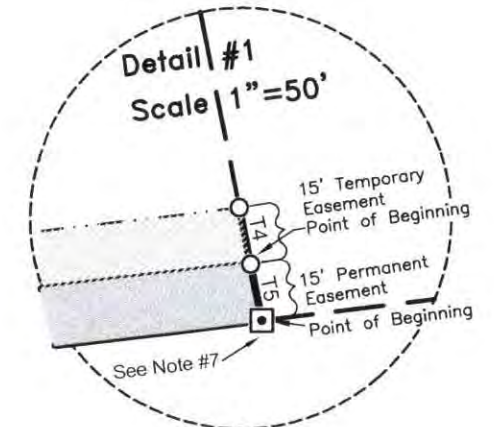
CAPPED IRON PIN FOUND
FOUND MARKING SE
CORNER OF 21.584 AC
NAD83 TXSC ZONE 4204
N: 13873679.11
E: 2383051.41
LAT: 29° 53' 26.039"
LON: 97° 41' 30.185"

DESCRIPTION FOR SANITARY SEWER EASEMENT TO THE CITY OF LOCKHART

Showing a description for a 15' Temporary Sanitary Sewer Easement and a 15' Permanent Sanitary Sewer Easement out of the Cornelius Crenshaw Survey A-68 in the City of Lockhart, Caldwell County, Texas. I do hereby certify that (1) the foregoing drawing is a true and correct representation of a survey made on the ground under my direct supervision on June 4, 2024 and further revised on January 7, 2025 and further revised on June 5, 2025. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



Scale 1"=150'



Field Book: d.c.	Drawn By: JLH LH
Job No. 202415551	Drawing: 20241551-2.dwg
Date: June 2024	Word Disk: Begin 06012024
Surveyed By: JLH JDB	Autocad Disk: Begin 06012024



HINKLE SURVEYORS

P.O. Box 1027 1109 S. Main Street Lockhart, TX 78644
Ph: (512) 398-2000 Fax: (512) 398-7683 Email: contact@hinklesurveyors.com *Firm Registration No. 100886-00*



15' Permanent Sanitary Sewer Easement

Being a 15' Sanitary Sewer easement situated in the City of Lockhart, Caldwell County, Texas and being also a part of the Cornelius Crenshaw Survey A-68 and being also a part of a tract of land designated as Exhibit "B" called 21.584 acres and part of a tract of land designated as Exhibit "C" Tract I called 35.97 acres and conveyed to Spillmann Properties Ltd. by deed recorded in Volume 586 Page 112 of the Official Public Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a capped iron pin found stamped HINKLE SURVEYORS (NAD83 TXSC ZONE 4204 N:13873679.11 E:2383051.41 LAT:29°53'26.039" LON:97°41'30.185") in the SE corner of the said 21.584 acre tract and the apparent SW corner of a tract of land called 4.021 acres and conveyed to Stueve Swamp, LLC by deed recorded in Instrument #2022-005833 of the said Official Public Records and in the North line of the Union Pacific Railroad ROW for the SE corner this easement.

THENCE S 83°09'20" W with the South line of the said 21.584 acre tract and the South line of the above mentioned 35.97 acre tract and the North line of the said Union Pacific Railroad ROW **2048.80 feet** to a 1" iron pipe found (NAD83 TXSC ZONE 4204 N:13873435.11 E:2381017.14 LAT:29°53'23.848" LON:97°41'53.326") in the SW corner of the said 35.97 acre tract and the apparent SE corner of a tract of land called 202.58 acres and conveyed to SHB Family LP by deed recorded in Volume 511 Page 51 of the said Official Public Records and described in Volume 339 Page 580 of the Deed Records of Caldwell County, Texas for the SW corner this easement.

THENCE N 24°06'54" W with the West line of the said 35.97 acre tract and the apparent East line of the above mentioned 202.58 acre tract **15.71 feet** to a 60d nail set for the NW corner this easement.

THENCE N 83°09'20" E over and across the said 35.97 acre tract and over and across the said 21.584 acre tract **2052.26 feet** to a 60d nail set in the East line of the said 21.584 acre tract and the apparent West line of the above mentioned 4.021 acre tract for the NE corner this easement.

THENCE S 11°26'23" E with the East line of the said 21.584 acre tract and the apparent West line of the said 4.021 acre tract **15.05 feet** to the place of beginning containing **30758 sq ft** of easement more or less.

I hereby certify that the foregoing field notes are a true and correct description of a survey made under my direct supervision on June 4, 2024 and revised on January 7, 2025 and further revised on June 5, 2025. **THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



©Hinkle Surveyors 2025 Firm Registration No. 100866-00

**P.O. Box 1027 LOCKHART, TEXAS 78644 PHONE (512) 398-2000
FAX (512) 398-7683 EMAIL: CONTACT@HINKLESURVEYORS.COM**



15' Temporary Workspace Easement

Being a 15' wide easement situated in the City of Lockhart, Caldwell County, Texas and being also a part of the Cornelius Crenshaw Survey A-68 and being also a part of a tract of land designated as Exhibit "B" called 21.584 acres and part of a tract of land designated as Exhibit "C" Tract I called 35.97 acres and conveyed to Spillman Properties Ltd. by deed recorded in Volume 586 Page 112 of the Official Public Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a 60d nail set in the East line of the above mentioned 21.584 acre tract and the apparent West line of a tract of land called 4.021 acres and conveyed to Stueve Swamp, LLC by deed recorded in Instrument #2022-005833 of the said Official Public Records for the SE corner this easement and from which point a 1" iron pipe found marking the SE corner of the said 21.584 acre tract (NAD83 TXSC ZONE 4204 N:13873679.11 E:2383051.41 LAT:29°53'26.039" LON:97°41'30.185") bears S 11°26'23" E 27.15 feet.

THENCE S 83°09'20" W over and across the said 21.584 acre tract and over and across the above mentioned 35.97 acre tract **2055.04 feet** to a 60d nail set in the West line of the said 35.97 acre tract and the apparent East line of a tract of land called 202.58 acres and conveyed to SHB Family LP by deed recorded in Volume 511 Page 51 of the said Official Public Records and described in Volume 339 Page 580 of the Deed Records of Caldwell County, Texas for the SW corner this easement and from which point a 1" iron pipe found marking the SW corner of the said 35.97 acre tract (NAD83 TXSC ZONE 4204 N:13873435.11 E:2381017.14 LAT:29°53'23.848" LON:97°41'53.326") bears S 24°06'54" E 28.27 feet.

THENCE N 24°06'54" W with the West line of the said 35.97 acre tract and the apparent East line of the above mentioned 202.58 acre tract **15.71 feet** to a 60d nail set for the NW corner this easement.

THENCE N 83°09'20" E over and across the said 35.97 acre tract and over and across the said 21.584 acre tract **2058.50 feet** to a 60d nail set in the East line of the said 21.584 acre tract and the apparent West line of the above mentioned 4.021 acre tract for the NE corner this easement.

THENCE S 11°26'23" E with the East line of the said 21.584 acre tract and the apparent West line of the said 4.021 acre tract **15.05 feet** to the place of beginning containing **30810 sq ft** of easement more or less.

I hereby certify that the foregoing field notes are a true and correct description of a survey made under my direct supervision on June 4, 2024 and revised on January 7, 2025 and further revised on June 5, 2025. **THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



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**REGULAR MEETING
LOCKHART CITY COUNCIL**

OCTOBER 15, 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
Bob Leos, Electric Superintendent
Travis Hughes, Parks Director
Andrew Devaney, Building Official

Brad Bullock, City Attorney
Julie Bowermon, City Secretary
Sean Kelley, Public Works Director
Keeli Michna, Finance Director
Tatiana Salazar, Public Information Officer

Citizens/Visitors Addressing the Council: Representatives of the Hays-Caldwell Women's Center; and Katilyn Admire and Chance Sparks of Freese and Nichols;

Work Session 6:30 p.m.

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

DISCUSSION ONLY

A. PRESENTATION OF A PROCLAMATION DECLARING OCTOBER 2024 AS NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH.

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

B. DISCUSSION REGARDING A FACILITIES USE AGREEMENT BETWEEN THE CITY OF LOCKHART AND DENUCCI CONSTRUCTORS FOR THE TEMPORARY USE OF PROPERTY LOCATED BEHIND 110 NORTH BRAZOS STREET FOR PURPOSES OF A CONSTRUCTION LAYDOWN YARD, AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT IF APPROVED.

Mr. Kelley stated that on July 16, 2024, the Downtown Revitalization Project was awarded to DeNucci Constructors. The two-year project consists of water, wastewater, storm drain infrastructure, street improvements and landscaping. As part of this project, the contractor brings in supplies and materials for the construction of the infrastructure that is the Downtown Revitalization Project. When projects have long durations, right-of-way is limited and construction storage limitations exist, contractors utilize temporary laydown yards to store the materials necessary to complete the project. Authorizing the temporary use of the land located behind 110 North Brazos Street (Lockhart Recycling Center) as a laydown yard for "spoil" dirt material, bedding materials, and other various staged materials would benefit the project's functionality. DeNucci Constructors currently has leased property to serve as a laydown yard at the northeast corner of N. Blanco Street and Walnut Street. The primary function of this laydown location will be used as storage for traffic control devices and equipment storage, shifting the more disruptive uses to the location behind 110 North Brazos Street. The term of the proposed temporary use agreement located at 110 North Brazos Street would be until March 16, 2027, beyond the anticipated

completion date of the Downtown Revitalization Project. The contractor will be required to maintain and secure required insurance. They will also be required to keep the site free of trash and must restore the property to its original condition at the end of the agreement term.

C. DISCUSSION REGARDING UPDATED AGREEMENT WITH LOWER COLORADO RIVER AUTHORITY AND MCCOY TREE SURGERY FOR TREE TRIMMING IN THE RIGHT-OF-WAY AND UTILITY EASEMENTS.

Mr. Leos stated that it is recommended that the City continue the tree trimming program with McCoy Tree Surgery (McCoy) in an effort to reduce voltage flicker, outages, losses, and improve public safety and satisfaction. Trees in close contact with power lines and tree limbs falling onto power lines are the most common causes of outages. Downed power lines caused by falling trees are a public safety hazard. Utilities that fail to maintain a tree trimming program frequently experience higher than normal expenses during severe storm conditions, which include overtime, purchase of additional inventory to replace damaged poles, wires and electric equipment. The City's electric utility staff are very satisfied with the work McCoy has completed throughout the city to date. If approved, McCoy advised they can begin pruning in early December 2024. Trimming oak trees during the winter months (December–February) is an industry best practice to mitigate potential causes of Oak Wilt. Staff anticipates funding appropriated in this year's FY 2024-25 budget will continue tree trimming services through April 2025. Prior to trimming, door hangars (in English and Spanish) are left at the residences in the area and provide the name and number of the City's contractor. McCoy was first awarded a Customer Services Contract with the City for tree trimming services in FY 2019-20 during the March 3, 2020 Council meeting. The approved services contract was provided through the Lower Colorado River Authority's (LCRA) competitively procured tree trimming agreement with McCoy Tree Surgery. LCRA advised they will rebid the tree trimming agreement in Fall 2024 for a new term. McCoy Tree Surgery specializes in vegetation management for the electric utility industry. Their pruning methods comply with industry standards for safety and tree care, and are endorsed by the International Society of Arboriculture and Tree Care Ind. Additional information regarding the city's tree trimming program can be found on the city website: www.lockhart-tx.org/page/elec_tree_trimming. Funding for this program is incorporated into the city's existing electric utility rates. There is no additional charge to the customer for these services. There was discussion.

D. DISCUSSION REGARDING THE PROPOSAL AND CONTRACTUAL ENGAGEMENT LETTER BETWEEN BROOKSWATSON AND COMPANY AND THE CITY OF LOCKHART; AND APPOINTING THE MAYOR AND CITY MANAGER TO SIGN THE CONTRACTUAL ENGAGEMENT LETTER.

Ms. Michna stated that the City of Lockhart's Charter requires that *"the City shall have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The City Council shall employ a certified public accountant who holds a permit to practice from the Texas State Board of Public Accountancy."* Additionally, *"the accountant shall not maintain or keep any of the City's accounts or records and shall not perform the City's annual audit for more than five (5) consecutive years in succession"* (Section 3.14). On April 21, 2021, the City of Lockhart, Texas entered into a contract with BrooksWatson and Company for auditing services for a term of three (3) years with the option to extend an additional two years. At the end of fiscal year 09/30/2023, BrooksWatson and Company fulfilled their three-year term with the City of Lockhart. BrooksWatson and Company has recommended the implementation of updated financial policies and procedures to ensure compliance and safekeeping of City funds. It is the recommendation of staff to extend the auditing services contract for the two additional years for the fiscal year ending September 2024 and 2025.

E. DISCUSS AN INTER-LOCAL AGREEMENT WITH TXDOT TO FACILITATE THE INSTALLATION OF THE CITY'S APPROVED GATEWAY MONUMENT SIGNS WITHIN THE TXDOT HIGHWAY 183 AND HIGHWAY 130 RIGHT-OF-WAYS.

Mr. Hughes stated that the City adopted a Wayfinding Master Plan on February 1, 2022 that includes Gateway Monument Signs located within the Texas Department of Transportation (TxDOT) right-of-way on Highway 183 and Highway 130. TxDOT has specific guidelines for Gateway Monument Signs that are included in the Inter-local Gateway Monument Agreement. It is a TxDOT requirement that the City submit this signed agreement along with all relevant designs, plans, and details for approval prior to installation. There was discussion regarding updated signs and new pricing of the Gateway signs.

F. DISCUSS RENEWAL OF THE CEMETERY MAINTENANCE AGREEMENT WITH MAINTENANCE MANAGEMENT, LLC.

Mr. Hughes stated that the City has an annually renewable Cemetery Maintenance Agreement with Maintenance Management, LLC to conduct mowing, tree trimming and general maintenance of the City Burial Park and Hooks Cemetery. The service area is approximately 35.6 acres and is to be mowed and trimmed 22–24 times per year. This has been a satisfactory agreement. City staff recommends renewal of the contract. There was discussion.

RECESS: Mayor White announced that the Council would recess for a break at 7:00 p.m.

ITEM 1. CALL TO ORDER.

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

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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

ITEM 3. PUBLIC COMMENT.

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

ITEM 4-A. HOLD A PUBLIC HEARING AND DISCUSSION AND/OR ACTION ON ORDINANCE 2024-31 AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF LOCKHART ENTITLED "LOCKHART LOOKING FORWARD," PROVIDING A SAVINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

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

Mr. Fowler stated that the public hearing is for the review, public comment, and possible adoption of the Lockhart Looking Forward Comprehensive Plan. The planning process began with the awarding of the contract for professional services for Freese and Nichols Inc to Write a Comprehensive Plan in April 2023. Since then, Freese and Nichols and City staff have held focus groups, steering committee meetings, public workshops, and provided online interaction activities to gather the input of the community. The consultant has also presented several updates to City Council and the Planning and Zoning Commission regarding research findings and presenting in-progress draft plan assumptions and strategies. The Planning and Zoning Commission has recommended approval, while also providing a few comments which Freese and Nichols and staff have incorporated in creating the revised draft that has been submitted for public hearing. The draft also incorporated many of the suggestions received in public comments posted on the plan's website as well as comments City staff has received from interested parties.

Katilyn Admire and Chance Sparks of Freese and Nichols presented information and there was discussion about the Comprehensive Plan.

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

Mayor White made a motion at 8:20 p.m. to table the public hearing and to table the public hearing until November 7, 2024 at 7:30 p.m. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 4-B. HOLD A PUBLIC HEARING AND DISCUSSION AND/OR ACTION ON RESOLUTION 2024-26 AUTHORIZING AND CREATING THE SEAWILLOW PUBLIC IMPROVEMENT DISTRICT PURSUANT TO CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE.

Mayor White opened the public hearing at 8:21 p.m.

Mr. Bullock stated that as Council recalls, the City previously approved the Seawillow Development Agreement, which provides that the City will take steps to authorize the creation of a public improvement district (“PID”), created pursuant to Chapter 372 of the Texas Local Government Code. Chapter 372 sets forth the steps necessary to establish the creation of a PID. At the September 3rd Council Meeting, Council adopted a resolution accepting a petition for and calling a public hearing on the advisability of public improvements and creation of Seawillow Public Improvement District pursuant to Chapter 372 of the Texas Local Government Code. That resolution was the first required step in the PID creation process. The second required step is to hold a public hearing on the advisability of the improvements and services, and publish notices for the public hearing. All required notices have been published and distributed via mail to affected property owners. The last step is to pass a resolution authorizing and creating the PID. The purpose of a PID is to allow development to pay for itself and reimburse a developer for funding certain approved costs related to infrastructure and similar items that benefit the new development. The attached Resolution 2024-26 creates the Seawillow Public Improvement District in accordance with Chapter 372.

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

Councilmember Lairsen made a motion to approve Resolution 2024-26, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 5-A. DISCUSSION AND/OR ACTION REGARDING A FACILITIES USE AGREEMENT BETWEEN THE CITY OF LOCKHART AND DENUCCI CONSTRUCTORS FOR THE TEMPORARY USE OF PROPERTY LOCATED BEHIND 110 NORTH BRAZOS STREET FOR PURPOSES OF A CONSTRUCTION LAYDOWN YARD, AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT IF APPROVED.

Councilmember Lairsen made a motion to approve a Facilities Use Agreement with Denucci Constructors, as presented. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

ITEM 5-B. DISCUSSION AND/OR ACTION ON UPDATED AGREEMENT WITH LOWER COLORADO RIVER AUTHORITY AND MCCOY TREE SURGERY FOR TREE TRIMMING IN THE RIGHT-OF-WAY AND UTILITY EASEMENTS.

Councilmember Michelson made a motion to approve the updated Agreement with the Lower Colorado River Authority and McCoy Tree Surgery, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 5-C. DISCUSSION AND/OR ACTION REGARDING THE PROPOSAL AND CONTRACTUAL ENGAGEMENT LETTER BETWEEN BROOKSWATSON AND COMPANY AND THE CITY OF LOCKHART; AND APPOINTING THE MAYOR AND CITY MANAGER TO SIGN THE CONTRACTUAL ENGAGEMENT LETTER.

Councilmember Westmoreland made a motion to approve the Proposal and Contractual Engagement Letter with BrooksWatson and Company, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 5-D. DISCUSSION AND/OR ACTION TO CONSIDER AN INTER-LOCAL AGREEMENT WITH TXDOT TO FACILITATE THE INSTALLATION OF THE CITY'S APPROVED GATEWAY MONUMENT SIGNS WITHIN THE TXDOT HIGHWAY 183 AND HIGHWAY 130 RIGHT-OF-WAYS.

Councilmember Michelson made a motion to approve the inter-local agreement with TxDOT regarding installation of the approved Gateway Monument signs, as presented. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 5-E. DISCUSSION AND/OR ACTION TO CONSIDER RENEWAL OF THE CEMETERY MAINTENANCE AGREEMENT WITH MAINTENANCE MANAGEMENT, LLC.

Councilmember Lairsen requested that this service goes out for bid next year.

Councilmember Lairsen made a motion to approve renewal of the Cemetery Maintenance Agreement with Maintenance Management, LLC and that the cemetery maintenance service goes out for bid in 2025. Councilmember Castillo seconded. The motion passed by a vote of 4-3, with Councilmember Westmoreland, Councilmember Michelson and Mayor White opposing.

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

- New population estimates for Lockhart.
- Coffee with A Cop event to be held October 22, 2024 from 8:30 am – 10:00 am at the Randolph Brooks Federal Credit Union in Lockhart.
- Public hearing for Noise Standards scheduled for October 23rd (Planning and Zoning Commission) and November 7th (City Council).
- Splash pads closing on October 28th.
- Recommendations from the Animal Shelter Advisory Board regarding animal limitations on residential property and microchipping regulations will be discussed at the November 7th City Council meeting.
- Reminder: There will not be a City Council meeting on the first Tuesday of November. The meeting has been moved to Thursday, November 7, 2024.

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

Councilmember Mendoza announced that the blood drive will be in Lockhart on October 26th.

Mayor Pro-Tem Sanchez expressed condolences to families that have lost a loved one. She wished the Lockhart High School football best on their next game. Early voting begins soon. She encouraged everyone to stay safe during Halloween.

Councilmember Lairsen encouraged everyone to vote.

Councilmember Castillo encouraged everyone to vote. He thanked staff for coordinating accommodations for the TML Conference.

Mayor White announced that the Children's Care-a-Van will be at Commerce Café next week.

EXECUTIVE SESSIONS

Mayor White announced that the Council would enter Executive Session at 8:35 p.m. to discuss items 8A and 9A.

ITEM 8-A. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.074 - TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE. CONDUCT ANNUAL CITY ATTORNEY'S EVALUATION.

ITEM 9-A. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.072 - TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PERSON. DISCUSSION REGARDING POSSIBLE LAND ACQUISITION.

OPEN SESSION

Mayor White announced that the Council would enter Open Session at 10:00 p.m.

ITEM 10-A. DISCUSSION AND/OR ACTION REGARDING ANNUAL CITY ATTORNEY'S EVALUATION.

Mayor White made a motion to extend the Messer Fort contract for another year. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

ITEM 10-B. DISCUSSION AND/OR ACTION REGARDING POSSIBLE LAND ACQUISITION.

There was no action.

ITEM 11. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 10:04 p.m.

PASSED and APPROVED this the 9th day of October, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

**REGULAR MEETING
LOCKHART CITY COUNCIL**

NOVEMBER 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
Gary Williamson, Police Chief
Keeli Michna, Finance Director

Brad Bullock, City Attorney
Julie Bowermon, City Secretary
Sean Kelley, Public Works Director
Nikole Lockard, Animal Control Supervisor
Tatiana Salazar, Public Information Officer

Citizens/Visitors Addressing the Council: Citizens: Len Gabbay, Donna Daniels, Tim Torres, Joe DiLullo, Chris St. Leger, Gillian Robb, Andi St. Leger, Pat Stroka, Susan Petty, Joanne Stephenson, Anita Strayer, Patrick Davis, and Cynthia Alvarez; and Kaitlyn Admire of Freese and Nichols.

Work Session 6:30 p.m.

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

DISCUSSION ONLY

A. DISCUSS A RECOMMENDED ORDINANCE FROM THE ANIMAL SHELTER ADVISORY BOARD REGARDING ESTABLISHING MAXIMUM NUMBER OF DOGS AND CATS IN AND ON RESIDENTIAL PROPERTIES AND DIRECT STAFF TO PRESENT A FINAL ORDINANCE DRAFT, IF SO DESIRED, AT A FUTURE DATE.

Chief Williamson stated that the Animal Shelter Advisory Board has recommended an ordinance that aims to regulate the number of dogs and cats that residents may keep on their properties, establishing a combined limit of five animals per household to enhance public health, safety, and welfare. This ordinance applies to all residential properties within Lockhart, including single-family homes, apartments, and townhouses. An important exception to this rule allows current pet owners who already exceed the limit to keep their animals, provided they register them with the Lockhart Animal Shelter within 90 days of the ordinance's effective date. However, these owners will not be allowed to replace any pets that pass away until their total animal count is within the set limit. Enforcement will be managed by the Lockhart Animal Control Department, and penalties for non-compliance range from fines starting at \$100, with escalating fines for repeated violations. Notably, the ordinance exempts licensed animal shelters, rescue organizations, and state-licensed commercial breeders. Residents seeking an exception to the animal limit may also apply for a variance, which will be evaluated on a case-by-case basis. This measure supports a balanced approach by controlling the pet populations in residential areas while accommodating existing pet owners and supporting animal welfare organizations. By setting a clear standard for responsible pet ownership, the ordinance aims to reduce issues related to overcrowding, improve living conditions for pets and residents, and strengthen animal control efforts, fostering a safer and more harmonious

community environment. Within the past few months, Animal Control Officers have dealt with two cases of animal hoarding at residences in Lockhart. There was discussion.

After discussion, the Council directed staff to return with an Ordinance outlining the residential animal limitation.

B. DISCUSS A RECOMMENDED ORDINANCE FROM THE ANIMAL SHELTER ADVISORY BOARD REGARDING MICROCHIPPING DOGS AND CATS WITHIN THE CITY OF LOCKHART AND DIRECT STAFF TO PRESENT A FINAL ORDINANCE DRAFT, IF SO DESIRED, AT A FUTURE DATE.

Chief Williamson stated that the Animal Shelter Advisory Board has recommended an ordinance requiring all pet owners within city limits to microchip their dogs and cats to promote responsible pet ownership, increase pet recovery rates, and enhance public safety. Key highlights of this ordinance include mandatory microchipping by a licensed professional or trained animal shelter staff, registration of each pet's unique ID in a national recovery database, and regular updates to contact information. Owners have 90 days from the ordinance's effective date to comply. Enforcement will be managed by Lockhart Animal Control, with fines for non-compliance starting at \$100 and escalating with repeated violations. Exceptions to the ordinance include exemptions for pets under three months, cats in the Trap-Neuter-Release (TNR) program with ear notching, animals with documented medical conditions that are not conducive to microchipping (verified by a veterinarian), and reasonable accommodation for individuals with religious objections unless it presents a public health hazard. This ordinance benefits the community by facilitating the return of lost pets to their owners, reducing stray populations, and promoting a safer, more responsible pet environment in Lockhart. There was discussion.

C. RECEIVE AND DISCUSS THE 4TH QUARTER FISCAL YEAR 2024 INVESTMENT REPORT.

Ms. Michna 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. She provided detail about the 4th Quarter Investment Report of Fiscal Year End (FYE) 2024, ending September 30, 2024.

D. DISCUSS RESOLUTION 2024-27, DESIGNATING A DEPOSITORY FOR THE CITY OF LOCKHART, TEXAS AND AUTHORIZING THE CITY MANAGER TO EXECUTE A DEPOSITORY AGREEMENT EFFECTIVE ON OR ABOUT NOVEMBER 8, 2024.

Ms. Michna stated that according to the Local Government Code for the State of Texas, Chapter 105 - Depositories for Municipal Funds, Section 105.017 states that *"a municipality may approve, execute, and deliver any depository services contract whose term does not exceed five years."* The City received applications on Friday, September 27, 2024 and were opened by City staff. Proposals were received by First Lockhart National Bank and Bank OZK. Submitted proposals were required to provide collateral requirements equal in value to the total of all funds of the City and LEDC on deposit, plus an additional 2%, less the amount of coverage provided by the Federal Deposit Insurance Corporation.

Staff recommends the acceptance of First Lockhart National Bank's proposals as the City of Lockhart's depository bank. Consideration for selection was based on the following factors:

- Responsiveness and ability to provide services required,
- Banking service costs,
- Customer service,
- Earnings potential (interest rates) and funds availability,
- Experience and continuity of bank and bank officials, and

- Creditworthiness of the bank.

The City considered the cost of services as well as earnings potential of idle cash under the contract and the First Lockhart National Bank provides the best value for the City.

E. DISCUSS RESOLUTION 2024-28 REQUIRING APPROVAL BY THE CITY COUNCIL OF THE CITY OF LOCKHART FOR THE 2024 CERTIFIED PROPERTY TAX ROLL.

Ms. Michna stated that Section 26.09 of the Property Tax Code requires approval by the City Council for the Certified Property Tax Roll, with the tax amount presented by the Caldwell County Appraisal District for 2024 tax year. The 2024 Certified Property Tax Roll contains final amounts due totaling \$8,304,453.11 (\$1,672,956.81 for debt service).

F. DISCUSSION REGARDING A MASTER SERVICES AGREEMENT BETWEEN THE CITY AND CONTRACT LAND STAFF, LLC FOR CERTAIN SERVICES RELATED TO PROPERTY ACQUISITION, INCLUDING APPRAISALS AND RIGHT-OF-WAY ACQUISITION SERVICES.

Mr. Resendez stated that the proposed Master Services Agreement (MSA) between the City of Lockhart and Contract Land Staff, LLC, (CLS) establishes the terms under which Contract Land Staff will provide property acquisition services, including appraisals and right-of-way and utility easement acquisitions. CLS will perform requested services independently, based on work orders issued by the City, which specify the scope and timeframe of each project. The agreement proposes a three-year term and includes exhibits for sample work orders and the CLS staff hourly rate schedule. The use of a specialized property acquisition service, like Contract Land Staff, LLC, for securing utility easements provides several critical benefits for City projects. By outsourcing property acquisition tasks, the City of Lockhart gains access to expertise in handling complex processes such as appraisals, right-of-way negotiations, and easement documentation, which are often time-intensive and require specialized knowledge of property laws and valuation practices. This expertise helps streamline acquisition timelines, ensuring that necessary land or easements are secured efficiently and with minimal risk of legal complications or delays. Additionally, contracting these services provides a layer of professional objectivity, which can facilitate smoother negotiations with property owners, foster positive community relations and help the City avoid potential conflicts. Currently, the City Attorney's Office and City staff coordinate property acquisition with property owners as needed. There was discussion.

G. DISCUSSION REGARDING A WORK ORDER AUTHORIZATION WITH CONTRACT LAND STAFF, LLC FOR EASEMENT ACQUISITION SERVICES FOR THE LOCKHART SQUARE PROJECT IN THE AMOUNT OF UP TO \$70,792.20 TO INCLUDE SERVICES TO ACQUIRE MULTIPLE UTILITY EASEMENTS BETWEEN S MAIN ST. AND S COMMERCE ST.

Mr. Resendez stated that the proposed work order between the City of Lockhart and Contract Land Staff, LLC, (CLS) outlines services for acquiring up to nine permanent utility easements for relocating existing electric utility overhead distribution lines and infrastructure in the Downtown Lockhart area between S Main St. and S Commerce St. Existing water and wastewater lines are also present within the boundaries of the proposed easements and will be included during the acquisition process. The scope includes project management, real estate appraisal, and easement negotiation. Project management involves regular reporting, file management, and monthly invoicing. CLS will conduct appraisals with city-approved appraisers, and negotiation services include obtaining title commitments, preparing and sending offer letters, and managing communications with property owners. The proposed work order includes estimated costs of up to \$70,792.20 for all services, inclusive of hourly rates and reimbursable expenses. There was discussion.

H. DISCUSS ORDINANCE 2024-33 ADOPTING A POLICY BANNING THE VIDEO-SHARING APPLICATION OF TIK TOK AND OTHER COVERED APPLICATIONS ON ALL CITY-ISSUED DEVICES.

Mr. Resendez stated that during the last session, the Texas legislature passed S.B. 1893, which prohibits the use of TikTok and certain other social media applications and services on governmental devices. The bill specifically requires cities and other political subdivisions to adopt a policy: (1) prohibiting the installation of TikTok or another covered application on any device owned or leased by the governmental entity; and (2) requiring the removal of TikTok and covered applications from those devices. Although the bill went into effect immediately upon being signed by the governor in 2023, the requirement that a city adopt the policy described above did not apply until the Department of Information Resources (DIR) and the Department of Public Safety (DPS) jointly developed a model policy for governmental entities to use in developing their own local policy. The DIR/DPS model policy was recently released on September 16, 2024. The governmental entities, including cities, have until November 20, 2024 to adopt their local policies as required by S.B. 1893. It should be noted that city policies adopted to comply with S.B. 1893 need not mirror the DIR/DPS model policy, but it is expected that the DIR/DPS model policy is used in developing the city policy. The law provides, and the model policy reflects, that city-adopted policies may allow for the installation and use of a covered application to the extent necessary for: (1) providing law enforcement; or (2) developing or implementing information security measures.

RECESS: Mayor White announced that the Council would recess for a break at 7:30 p.m.

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 7:48 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.

Len Gabbay, 420 W. Prairie Lea, stated that a community recreation center would be an asset to the community. He suggested the name *Lockhart Fit* that he believes would be beneficial to everyone in the community.

Donna Daniels, 420 W. Prairie Lea, stated that she believes that a community recreation center would be an asset for the community.

Tim Torres, 901 San Jacinto, spoke in support of a community recreation center that he believes will help citizens get in shape and healthy.

Joe DiLullo, 104 Jay McCue Drive, spoke in support of an activity center in Lockhart.

Chris St. Leger, 205 N. Pecos, spoke in support of an activity center in Lockhart.

Gillian Robb, 417 S. Guadalupe, spoke in support of an activity center in Lockhart.

Andi St. Leger, 205 Pecos, spoke in support of a community recreation center.

Pat Stroka, 204 Sierra Vista Cove, spoke in favor of an indoor recreation center.

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

ITEM 4-A. CONTINUE A PUBLIC HEARING FROM OCTOBER 15, 2024 AND DISCUSSION AND/OR ACTION ON ORDINANCE 2024-31 AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF LOCKHART ENTITLED "LOCKHART LOOKING FORWARD," PROVIDING A SAVINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Mayor White opened the public hearing at 8:10 p.m.

Mr. Fowler stated that this item is the resumption of a public hearing for the review, public comment, and possible adoption of the Lockhart Looking Forward Comprehensive Plan. The planning process began with the awarding of the contract for professional services for Freese and Nichols Inc to write a Comprehensive Plan in April 2023. Since then, Freese and Nichols and City staff have held focus groups, steering committee meetings, public workshops, and provided online interaction activities to gather the input of the community. The consultant has also presented several updates to City Council and the Planning and Zoning Commission regarding research findings and presenting in-progress draft plan assumptions and strategies. The Planning and Zoning Commission has recommended approval, while also providing a few comments which Freese and Nichols and staff have incorporated in creating the revised draft that has been submitted for public hearing. The draft heard on October 15 also incorporated many of the suggestions received in public comments posted on the plan's website as well as comments City Staff has received from interested parties in response to the previous draft of the plan. At the October 15th hearing, City Council provided several comments on the draft plan. City Council voted to table the hearing, recommending revisions to the draft be made related to population growth, police facilities, and the city's transportation network. The revised draft represents the work of City staff and the consultant to improve the plan in those areas. Updated population projections can be found on pages 29 and 76. The revised Thoroughfare Plan map can be found on page 125, and details regarding the programming needs for a new police station have been added on page 189.

Kaitlyn Admire of Freese and Nichols provided an update about the proposed Comprehensive Plan.

Mayor White requested citizens to address the Council. There were none. He closed the public hearing at 8:22 p.m.

Councilmember Lairsen made a motion to approve Ordinance 2024-31, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 4-B. HOLD A PUBLIC HEARING AND DISCUSSION AND/OR ACTION ON ORDINANCE 2024-32 AMENDING CHAPTER 64. "ZONING" OF THE LOCKHART CODE OF ORDINANCES, ARTICLE VII, "ZONING DISTRICTS AND STANDARDS," SECTION 64-198, "PERFORMANCE STANDARDS FOR COMMERCIAL AND INDUSTRIAL DISTRICTS," (C) "NUISANCES" TO REVISE THE CITY'S NOISE STANDARDS.

Mayor White opened the public hearing at 8:24 p.m.

Mr. Fowler stated that the public hearing is to discuss possible revisions to Section 64-198 (c) (3) relating to allowable noise levels in the City. This hearing is partly in response to a local business owner who has received numerous complaints regarding outdoor live music events held on the property. The business

owner has requested sound levels of 75 decibels be allowed on similarly situated commercial properties abutting residential zoning districts between 7 AM and 10 PM. This request represents a more than 20 decibel increase over the allowed level and is 5 decibels greater than the currently allowable level for a property abutting an industrial district. A document which planning staff has prepared comparing Lockhart to other peer cities accompanies this memo, as well as an overview of noise ordinances created by a professional organization. Both documents show that while Lockhart's noise standards are lower than some other cities in the studies, they are not so low as to stand out as an outlier among other cities. This document was analyzed by the Planning and Zoning Commission as they held a public hearing regarding possible changes to the noise ordinance at the October 23, 2024 meeting. The Commissioners unanimously recommended adopting noise standards mirroring the current standards found in the City of Georgetown. The Commissioners also recommended adding language that would exempt any City events listed in 36-3 of the Code of Ordinances, while also recommending adding standards for allowable noise levels within residential districts. The latter revision would require a separate text amendment, as Section 64-198 doesn't apply to residential districts. The commissioners also made a related recommendation that the City acquire soundproofing equipment that could be loaned out to event organizers to limit the impact of outdoor events on the surrounding neighborhoods. There was discussion.

Mayor White requested citizens to address the Council.

Susan Petty, 419 W. San Antonio, requested that the Council consider decibel levels that are consistent, on the conservative side and mindful of the residents near event venue centers.

Joanne Stephenson, 415 W. San Antonio, requested that the Council decrease the decibel level in the residential areas. She requested that the residents of the affected areas be involved in determining the highest decibel level to include in the ordinance.

Anita Strayer, 217 N. Blanco, requested that the decibel level be decreased to accommodate residents to keep peace and quiet in the neighborhood.

Mayor White closed the public hearing at 9:10 p.m.

There was discussion.

Councilmember Castillo made a motion to approve Ordinance 2024-32, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 6-1, with Councilmember Lairsen opposing.

ITEM 5. CONSENT AGENDA.

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

The following are the consent agenda items that were approved:

5A: Accept the 4th Quarter Fiscal Year 2024 Investment Report.

5B: Approve Resolution 2024-28 requiring approval by the City Council of the City of Lockhart for the 2024 Certified Property Tax Roll.

ITEM 6-A. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2024-27, DESIGNATING A DEPOSITORY FOR THE CITY OF LOCKHART, TEXAS AND AUTHORIZING THE CITY MANAGER TO EXECUTE A DEPOSITORY AGREEMENT EFFECTIVE ON OR ABOUT NOVEMBER 8, 2024.

Councilmember Westmoreland made a motion to approve Resolution 2024-27, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 6-0-1, with Councilmember Michelson abstaining.

ITEM 6-B. DISCUSSION AND/OR ACTION REGARDING A MASTER SERVICES AGREEMENT BETWEEN THE CITY AND CONTRACT LAND STAFF, LLC FOR CERTAIN SERVICES RELATED TO PROPERTY ACQUISITION, INCLUDING APPRAISALS AND RIGHT-OF-WAY ACQUISITION SERVICES.

Mayor White requested the following to address the Council:

Patrick Davis, 120 Black Ankle Road, expressed concern and disappointment about the way that the right-of-way acquisition is being obtained. He stated that he wished that the developer would have requested input or approval from the surrounding property owners of the project prior to beginning construction and that the live power lines should have been located prior to permit approval.

Cynthia Alvarez, 355 Old Luling Road, stated that she does not understand how the several property owners are being affected by the improper construction permitting process. The contractor should not have been allowed to build over a live power line. She spoke against the city using tax payers' funds to pay for a firm to negotiate condemnation right-of-way payments.

There was discussion.

Councilmember Michelson made a motion to approve the Master Services Agreement, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 5-2, with Mayor Pro-Tem Sanchez and Councilmember Castillo opposing.

ITEM 6-C. DISCUSSION AND/OR ACTION REGARDING A WORK ORDER AUTHORIZATION WITH CONTRACT LAND STAFF, LLC FOR EASEMENT ACQUISITION SERVICES FOR THE LOCKHART SQUARE PROJECT IN THE AMOUNT OF UP TO \$70,792.20 TO INCLUDE SERVICES TO ACQUIRE MULTIPLE UTILITY EASEMENTS BETWEEN S MAIN ST. AND S COMMERCE ST.

Councilmember Michelson made a motion to approve the work order authorization with Contract Land Staff, LLC, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 4-3, with Mayor Pro-Tem Sanchez and Councilmembers Castillo and Mendoza opposing.

ITEM 6-D. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2024-33 ADOPTING A POLICY BANNING THE VIDEO-SHARING APPLICATION OF TIK TOK AND OTHER COVERED APPLICATIONS ON ALL CITY-ISSUED DEVICES.

After discussion, it was determined that staff will research whether Library patrons' access to Tik Tok is exempt to S.B. 1893.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2024-33, as presented. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

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

- Countywide initiative to address homelessness in Caldwell County.
- Upcoming Neighborhood meeting with Lockhart Police and First Baptist Church.

- CARTS service area expanding in Lockhart.
- Car Seat Inspection event planned for Nov. 14.
- City Council scheduled to canvass the November 5th Election results on November 19th.

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

Councilmember Mendoza thanked Texas Monthly for a successful BBQ Fest.

Mayor Pro-Tem Sanchez expressed condolences to families that have lost a loved one. She thanked Texas Monthly for allowing City of Lockhart to be the host of the BBQ Fest. She thanked staff for their dedication and work during the event. She wished students luck on upcoming sporting events. She congratulated recently elected officials.

Councilmember Lairsen thanked all involved with the successful BBQ Fest.

Councilmember Castillo thanked all involved with the successful BBQ Fest. He congratulated Ethan Herrera on his athletic accomplishments. He wished students the best of luck during upcoming sporting events.

Councilmember Michelson thanked all involved with the successful BBQ Fest.

Mayor White also thanked all involved with the successful BBQ Fest. He expressed condolences to the family of Gary Knight for their loss.

EXECUTIVE SESSIONS

Mayor White announced that the Council would enter Executive Session at 9:52 p.m. to discuss items 9, 10 and 11.

ITEM 9. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.074 - TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE. Conduct annual City Manager's evaluation.

ITEM 10. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.072 - TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PERSON. Discussion regarding possible land acquisition related to Public Parks.

ITEM 11. 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. Legal advice related to Emergency Services District No. 5 Management Services interlocal agreement.

ITEM 12. OPEN SESSION.

Mayor White announced that the Council would enter Open Session at 11:22 p.m.

ITEM 12-A. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2024-29 AUTHORIZING A SALARY ADJUSTMENT FOR CITY MANAGER STEVEN LEWIS AND ADDENDUM TO THE CITY MANAGER AGREEMENT DATED EFFECTIVE AUGUST 28, 2018 BY AND BETWEEN THE CITY OF LOCKHART AND STEVEN LEWIS.

Mayor White made a motion to approve Resolution 2024-29, as presented. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 12-B. DISCUSSION AND/OR ACTION REGARDING POSSIBLE LAND ACQUISITION RELATED TO PUBLIC PARKS.

Mayor White made a motion to approve that appraisal be obtained on properties as discussed in closed session. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 12-C. DISCUSSION AND/OR ACTION REGARDING EMERGENCY SERVICES DISTRICT NO. 5 MANAGEMENT SERVICES INTERLOCAL AGREEMENT.

Mayor White made a motion to approve the ESD No. 5 Management Services Interlocal Agreement and to authorize the City Manager and City Attorney to negotiate non-substantive changes and authorize the Mayor to execute the agreement. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 13. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 11:24 p.m.

PASSED and APPROVED this the 9th day of October, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 9, 2025

AGENDA ITEM CAPTION: Approve the terms of a new lease agreement with Toshiba America Business Solutions, Inc. for copier equipment in City facilities and authorize the City Manager to execute the lease agreement.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The City's current copier lease agreement with Toshiba America Business Solutions, Inc. has expired. The existing copiers, now eight to ten years old, require frequent maintenance and are increasingly incompatible with software and security updates.

Staff has worked with Toshiba to develop a proposal that meets the current and future needs of City departments. The new 60-month lease agreement provides for the replacement of ten existing copiers and the addition of one new machine. The monthly lease payment of \$2,163.25 includes toner, replacement parts, and labor, and also upgrades equipment from black-and-white to color units. In addition, the new copiers will feature enhanced technology, including software upgrades that allow wireless and mobile printing, improving both accessibility and efficiency. Toshiba America Business Solutions, Inc. participates in the Texas Department of Information Resources purchasing program, which meets City procurement requirements.

Approval of the proposed terms will ensure reliable copier equipment across City facilities, maintain compatibility with security and system updates, and provide modern technology to better support departmental operations.

PROJECT SCHEDULE (if applicable): Implementation will begin following Council approval of the proposed lease agreement terms and execution of the lease agreement.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Monthly Lease Cost: \$2,163.25 (\$25,959 annually); Total contract cost for the proposed 60-month term (5 years) is \$129,795.
Funding Source: Rents & Leases, multiple departmental accounts.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends that the City Council approve the terms of the new lease agreement with Toshiba America Business Solutions, Inc. and authorize the City Manager to execute the agreement.

LIST OF SUPPORTING DOCUMENTS: Toshiba Copier Quote, CITY OF LOCKHART Device List, DIR-CPO-5427-Contract

Investment Schedule



PREPARED FOR

CITY OF LOCKHART-LOCKHART

September 18, 2025

Prepared by:
David Oakes
David.Oakes@tbs.toshiba.com

TOSHIBA

INVESTMENT SCHEDULE

CITY OF LOCKHART-LOCKHART

Proposed Solution

Model Details

- (1) Toshiba e-STUDIO3525AC
 - Included Features: DSDF Document Feeder, Copier Stand, 50-sheet Inner Finisher, Fax Unit / 2nd Line Fax Unit, Wireless LAN / Bluetooth Module, Single outlet wall mount power filter 15A/120V
- (1) Lexmark XM1342
- (2) Toshiba e-STUDIO3525AC
 - Included Features: RADF Document Feeder, Copier Stand, Fax Unit / 2nd Line Fax Unit, Wireless LAN / Bluetooth Module, Single outlet wall mount power filter 15A/120V
- (1) Toshiba e-STUDIO4525AC
 - Included Features: RADF Document Feeder, Copier Stand, 50-sheet Inner Finisher, Hole Punch, Fax Unit / 2nd Line Fax Unit, Wireless LAN / Bluetooth Module, Single outlet wall mount power filter 15A/120V
- (1) Toshiba e-STUDIO4525AC
 - Included Features: RADF Document Feeder, Large Capacity Feeder, 50-sheet Inner Finisher, Fax Unit / 2nd Line Fax Unit, Wireless LAN / Bluetooth Module, Single outlet wall mount power filter 15A/120V
- (1) Toshiba e-STUDIO4525AC
 - Included Features: RADF Document Feeder, Copier Stand, 50-sheet Inner Finisher, Hole Punch, Fax Unit / 2nd Line Fax Unit, Wireless LAN / Bluetooth Module, Single outlet wall mount power filter 15A/120V
- (1) Toshiba e-STUDIO7527AC
 - Included Features: 65-Sheet Multi-Staple Finisher, Holepunch for MJ1115/1116, Fax Unit / 2nd Line Fax Unit, Wireless LAN / Bluetooth Module, Power filter w/ prem I/S/N protection 20A/120V
- (2) Toshiba e-STUDIO3525AC
 - Included Features: RADF Document Feeder, Copier Stand, 50-sheet Inner Finisher, Fax Unit / 2nd Line Fax Unit, Wireless LAN / Bluetooth Module, Single outlet wall mount power filter 15A/120V

- (1) Toshiba e-STUDIO4525AC

- Included Features: RADF Document Feeder, Large Capacity Feeder, 65-sheet Multi-Staple Finisher, Bridge Kit, Fax Unit / 2nd Line Fax Unit, Wireless LAN / Bluetooth Module, Single outlet wall mount power filter 15A/120V, ELEVATE 2

Service Details

Pool Name	Pool Type	Monthly Pages Included	Monthly Overage Per Page
Mono Copier Pool	Mono	27,000	\$0.00701
Color Copier Pool	Color	6,000	\$0.04854
Mono Printer Pool	Mono	1,000	\$0.01400

Total Monthly Investment

\$2,163.25

Monthly investment includes parts, labor, travel, and supplies; everything except for paper, staples, shipping of supplies, one-time documentation fees, and applicable taxes.



Big color, big features.

Toshiba's new 35PPM e-STUDIO3525AC gives you the features and outstanding color quality you want packed it in a very compact offering. At 35PPM it's ideal for small workgroups. Add the dual scan document feeder and you have performance and capabilities that rivals MFPs twice its size.

Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats.

Features at a glance

- Full Color A3 MFP
- 35PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax



e-STUDIO3525AC

Popular Options
Saddle Stitch Finisher
Wireless Connectivity
Pedestal LCF
Dual Scan Document Feeder



Big color, big features.

Toshiba's new 35PPM e-STUDIO3525AC gives you the features and outstanding color quality you want packed it in a very compact offering. At 35PPM it's ideal for small workgroups. Add the dual scan document feeder and you have performance and capabilities that rivals MFPs twice its size.

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Features at a glance

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- 35PPM Letter-size
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- Compact Footprint
- Copy, Print, Scan & Optional Fax



e-STUDIO3525AC

Popular Options
Saddle Stitch Finisher
Wireless Connectivity
Pedestal LCF
Dual Scan Document Feeder



Big color, big features.

Toshiba's new 35PPM e-STUDIO3525AC gives you the features and outstanding color quality you want packed it in a very compact offering. At 35PPM it's ideal for small workgroups. Add the dual scan document feeder and you have performance and capabilities that rivals MFPs twice its size.

Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats.

Features at a glance

- Full Color A3 MFP
- 35PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax



e-STUDIO3525AC

Popular Options
Saddle Stitch Finisher
Wireless Connectivity
Pedestal LCF
Dual Scan Document Feeder

Productivity. Reliability. Security.

Light, compact, and fast, the XM1342 multifunction supports output up to 42 pages per minute, plus double-side automatic scanning, copying, and faxing with touch-screen convenience. Connect via Wi-Fi, USB or Ethernet and add an optional 550-sheet paper tray or available Extra High Yield Unison™ toner, to offer up to 18,000 pages of output.

The 1-GHz dual-core processor powers through big jobs, and Lexmark’s full-spectrum security architecture helps keep information safe—in the document, on the device, over the network, and everywhere in between.

Features at a glance

- 42 PPM B&W
- Power 1 GHz / Memory 512MB
- 600 x 600 dpi Print Resolution (2400 IQ - 2400 x 600 dpi)
- 350-Sheet Standard Capacity
- 80,000-Page Duty Cycle
- EPEAT® Silver and ENERGY STAR® Certified



 **Lexmark XM1342**

Popular Options
550-sheet Tray
Surge Protective Device
Swivel Cabinet
Adjustable Printer Stand



Take on your busy midsize workgroup tasks.

Toshiba’s new e-STUDIO4525AC doesn’t just look good, it makes you look good too. With image quality unsurpassed in the industry. It will look good every time. At 45PPM and with up to 5,200 sheets of paper on tasks, it never flinches on big jobs. The 65-sheet finisher’s stack capacity is a good match too.

The dual scan document feeder option holds 300 originals and scans at up to 240 duplex impressions per minute. Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. It’ll be the hardest worker in the office.

Features at a glance

- Full Color A3 MFP
- 45PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax



e-STUDIO4525AC

Popular Options
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Wireless Connectivity
Pedestal LCF
Dual Scan Document Feeder



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Features at a glance

- Full Color A3 MFP
- 45PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax



e-STUDIO4525AC

Popular Options
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Wireless Connectivity
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Take on your busy midsize workgroup tasks.

Toshiba’s new e-STUDIO4525AC doesn’t just look good, it makes you look good too. With image quality unsurpassed in the industry. It will look good every time. At 45PPM and with up to 5,200 sheets of paper on tasks, it never flinches on big jobs. The 65-sheet finisher’s stack capacity is a good match too.

The dual scan document feeder option holds 300 originals and scans at up to 240 duplex impressions per minute. Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. It’ll be the hardest worker in the office.

Features at a glance

- Full Color A3 MFP
- 45PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax



e-STUDIO4525AC

Popular Options
65-Sheet Saddle Stitch Finisher
Wireless Connectivity
Pedestal LCF
Dual Scan Document Feeder



Bring the big jobs in the house.

Got big jobs to do on a regular basis? Bring them inhouse and let Toshiba’s new e-STUDIO7527ACT do the heavy lifting. 75PPM brilliant color output and 85 PPM monochrome and over 8,000 sheets on tap mean you can turn up the volume.

The refillable dual scan document feeder, now with double feed detection holds 300 originals and scans at up to 240 duplex impressions per minute. Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. The versatility and productivity will speak volumes.



Features at a glance

- Full Color A3 MFP
- 75 PPM Color, 85 PPM Monochrome
- Optical Sensor Detects User Approaching
- Integral Tandem Drawer LCF
- Copy, Print, Scan, Fax



Popular Options
FIPS HDD Option (320GB)
Fax Unit / Second Line Fax Unit
External Large Capacity Feeder 2,000 Sheets
65-Sheet Saddle Stitch Finisher
Diagnostic power filter, networked with ethernet, 20A/120V
Keyboard, Bluetooth
E-BRIDGE JOB SEPARATOR EX



Take on your busy midsize workgroup tasks.

Toshiba’s new e-STUDIO4525AC doesn’t just look good, it makes you look good too. With image quality unsurpassed in the industry. It will look good every time. At 45PPM and with up to 5,200 sheets of paper on tasks, it never flinches on big jobs. The 65-sheet finisher’s stack capacity is a good match too.

The dual scan document feeder option holds 300 originals and scans at up to 240 duplex impressions per minute. Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. It’ll be the hardest worker in the office.

Features at a glance

- Full Color A3 MFP
- 45PPM Letter-size
- Small Workgroups
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- Copy, Print, Scan & Optional Fax



e-STUDIO4525AC

Popular Options
65-Sheet Saddle Stitch Finisher
Wireless Connectivity
Pedestal LCF
Dual Scan Document Feeder



206 Wild Basin Road South, #109
Austin, TX 78746

List of Proposed New Devices:

City of Lockhart Device List	Quantity	Location	Monthly Payment	Annual Payment
Lexmark XM1342	1	Public Works	\$ 35.00	\$ 420.00
Estudio 3525ac	1	Police Dept.	\$ 175.00	\$ 2,100.00
Estudio 3525ac	1	Economic Development Dept.	\$ 175.00	\$ 2,100.00
Estudio 3525ac	1	Utility Billing Dept.	\$ 175.00	\$ 2,100.00
Estudio 3525ac	1	Fire Station No. 1	\$ 175.00	\$ 2,100.00
Estudio 3525ac	1	Fire Station No. 2	\$ 175.00	\$ 2,100.00
Estudio 4525ac	1	City Hall Upstairs	\$ 203.00	\$ 2,436.00
Estudio 4525ac	1	City Hall Downstairs	\$ 203.00	\$ 2,436.00
Estudio 4525ac	1	Municipal Court	\$ 203.00	\$ 2,436.00
Estudio 7527ac	1	Admin Building	\$ 259.25	\$ 3,111.00
Estudio 4525ac	1	Library*	\$ 385.00	\$ 4,620.00
Total:	11		\$ 2,163.25	\$ 25,959.00

**4k color usage monthly included*

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES
Toshiba America Business Solutions, Inc.

1 INTRODUCTION

1.1 Parties

This contract for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Toshiba America Business Solutions, Inc. a California For-Profit Corporation (hereinafter "Successful Respondent"), with its principal place of business at 25530 Commercentre Drive, Lake Forest, CA 92630.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-583, on 11/03/2023, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-583, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

- A. For transactions under this Contract, the order of precedence shall be as follows:
 - 1. this Contract;
 - 2. **Appendix A, Standard Terms and Conditions;**
 - 3. **Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan;**

4. **Appendix C, Pricing Index;**
 5. **Appendix D, Service Level Support Agreement;**
 6. **Appendix E, Master Operating Lease Agreement;**
 7. **Appendix F, Master Lease Agreement;**
 8. **Exhibit 1, RFO DIR-CPO-TMP-583**, including all Addenda; and
 9. **Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-583**, including all Addenda.
- B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions**.

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contract following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-583 for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 PRICING

5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

5.2 Customer Discount

- A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.
- B. Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.
- C. If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this

contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

5.3 Changes to Prices

- A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.
- B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

6 DIR ADMINISTRATIVE FEE

- A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.
- B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the

term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

- A. A current price list or mechanism to obtain specific contract pricing;
- B. MSRP/list price or DIR Customer price;
- C. Discount percentage (%) off MSRP or List Price;
- D. Warranty policies; and
- E. Return policies.

8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

8.2 Designation of Order Fulfillers

- A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.
- B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

- C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.
- D. Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.
- E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.
- F. Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300

Austin, Texas 78701
Phone: (512) 475-4700

If sent to Successful Respondent:

Larry White
Toshiba America Business Solutions, Inc.
25530 Commercentre Drive
Lake Forest, CA 92630
Phone: (949) 462-6260
Email: larry.white@tabs.toshiba.com

10 SOFTWARE LICENSE, LEASE, AND SERVICE AGREEMENTS

10.1 Software License Agreement

- A. Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.
- B. Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

10.2 Service Level Support Agreement

Services provided under this Contract shall be in accordance with the Service Level Support Agreement as set forth in **Appendix D** of this Contract. No changes to the Service Level Support Agreement terms and conditions may be made unless previously agreed to by Successful Respondent and DIR. Successful Respondent and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of Successful Respondent.

10.3 Master Operating Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Operating Lease Agreement in **Appendix E** of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR Contracts.

10.4 Master Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Lease Agreement in **Appendix F** of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

11 CONFLICTING OR ADDITIONAL TERMS

- A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.
- B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent

update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

- C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.
- D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

No exceptions to Appendix A have been agreed to by DIR and Successful Respondent.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

Toshiba America Business Solutions, Inc.

Authorized By: Signature on File

Name: Larry White

Title: President & CEO

Date: 6/4/2025 | 12:32 PM EDT

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 6/12/2025 | 6:03 PM CDT

Office of General Counsel: Signature on File

Date: 6/12/2025 | 5:53 PM CDT

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 9, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding a Law Enforcement Agreement with Flock Group, Inc. for Fixed Automated License Plate Reader Cameras.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION:

The Lockhart Police Department is requesting City Council approval of a Law Enforcement Agreement with Flock Group, Inc, otherwise known as Flock Safety, for the use of Automatic License Plate Reader (ALPR) technology. Flock Safety provides fixed ALPR cameras designed to enhance public safety by assisting law enforcement in the identification and investigation of criminal activity, including stolen vehicles, wanted persons, and other public safety alerts.

The proposed system will consist of seven (7) strategically located cameras at key ingress and egress points to the city. These cameras will capture vehicle license plates and related vehicle characteristics, transmitting real-time alerts to law enforcement for vehicles of interest. This technology will serve as an additional tool to help officers respond quickly and effectively to public safety concerns.

The proposed agreement with Flock Group Inc. provides a 12-month initial subscription with subsequent automatic annual renewals to the Flock Safety platform at an annual cost of \$21,000, which includes system access, maintenance, and real-time alerting features, with professional service fees waived. The system includes advanced capabilities such as vehicle fingerprinting, NCIC/TCIC database integration, and a 30-day data retention period.

To ensure proper use and compliance, the Lockhart Police Department has developed a draft departmental policy to establish procedures for the lawful operation of ALPR technology. The policy defines access levels, outlines auditing and training requirements, and safeguards against misuse or impermissible uses. It also affirms that all data collected is owned by the Lockhart Police Department and retained only for 30 days unless tied to an investigation. If the agreement with Flock Group Inc. is approved, this policy will be formally adopted and implemented.

The implementation of ALPR technology is a proven force multiplier that provides real-time intelligence to law enforcement, enhancing both crime prevention and investigation capabilities. Several surrounding jurisdictions have successfully adopted Flock Safety systems, further demonstrating the effectiveness of this technology in modern policing. Supporting materials from Flock Safety also highlight benefits such as improved officer efficiency, faster

City of Lockhart, Texas

Council Agenda Item Cover Sheet

case clearance, and enhanced community safety.

Staff recommends approval of the Flock Safety agreement and adoption of Policy 7.47, with authorization for the City Manager to execute the necessary documents.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The cost for seven Flock Safety LPR cameras is \$21,000 per year.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends that the City Council approve entering into a Law Enforcement Agreement with Flock Group, Inc. for the deployment of seven fixed LPR cameras and authorize the City Manager (or designee) to execute all necessary documents.

LIST OF SUPPORTING DOCUMENTS: Lockhart TX - Flock Safety, LPR Overview - Law Enforcement, 7.47 Automatic License Plate Reader (ALPR), TX - Lockhart PD - Law Enforcement Agreement

Flock Safety + Lockhart PD





The Challenge

... **40%**

of Americans are afraid to walk home at night — most in 3 decades



With persistent staffing shortages, agencies are seeking **new strategies to maximize efficiency**

85%

of agencies are experiencing officer shortages

Sources:

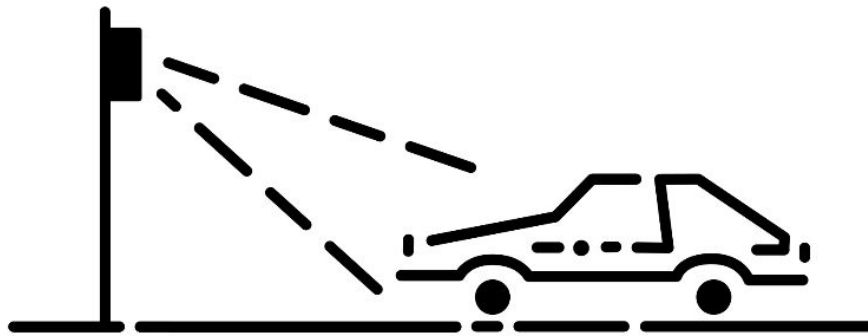
[New PERF survey shows police agencies are losing officers faster than they can hire new ones.](#) April, 2023

[Personal Safety Fears at Three-Decade High in U.S.](#) November, 2023



Introducing Collaborative Policing Technology

A **force multiplier** enabling **agencies of all sizes** to solve significantly more crime and improve quality of life **without increasing staffing**



- ✓ Reduce overall crime
- ✓ Solve cases faster
- ✓ Maximize officer efficiency
- ✓ Improve officer & community safety

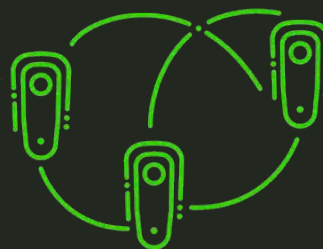


Helping **4,600+ agencies** achieve peak efficiency, precision, and readiness



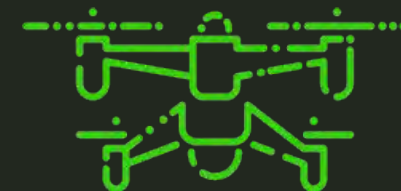
Actionable evidence

- LPR, video, gunshot detection
- AI & machine learning
- Available to every officer on laptop or mobile device



Collaboration

- Largest fixed LPR network
- Public-private partnerships
- Agency-to-agency connection



Rapid Response

- Real-Time Crime Center platform
- Drone as First Responder
- Live streaming 911 audio



Build Your Community Defense Network

Flock enables businesses, residents, and public organizations to proactively share their LPR and video cameras with your agency

✓ Retail

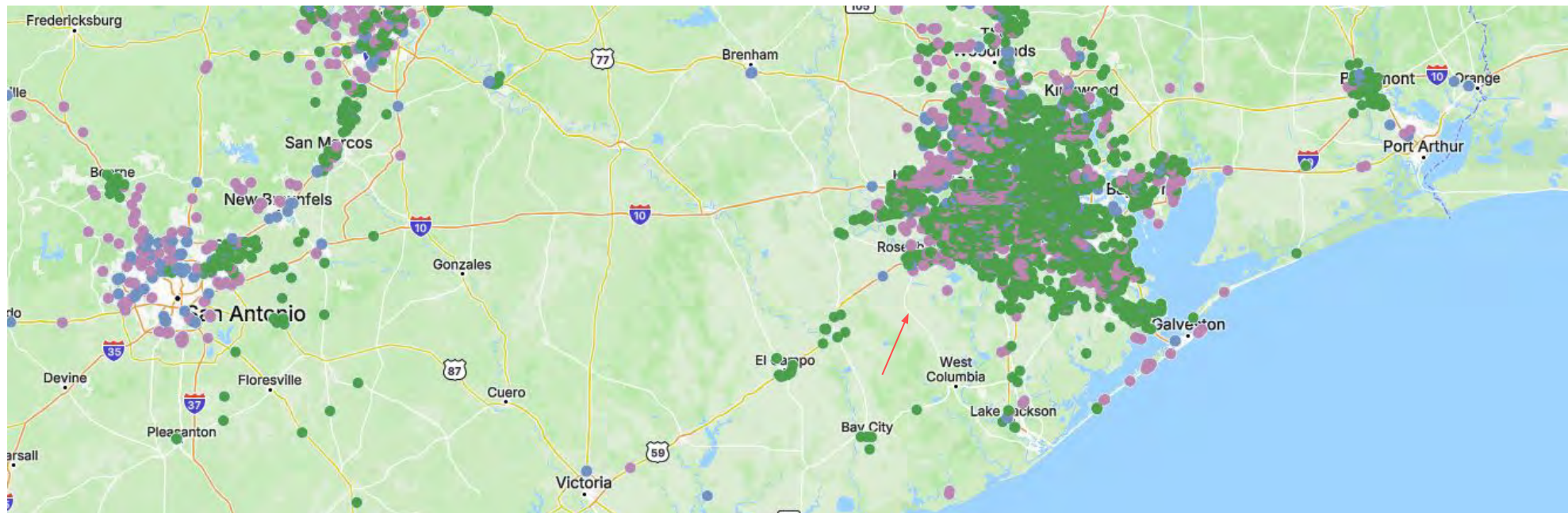
✓ Schools

✓ Hotels

✓ HOAs

✓ Hospitals

✓ ... and more





Build Your Community Defense Network

Flock enables businesses, residents, and public organizations to proactively share their LPR and video cameras with your agency

✓ Retail

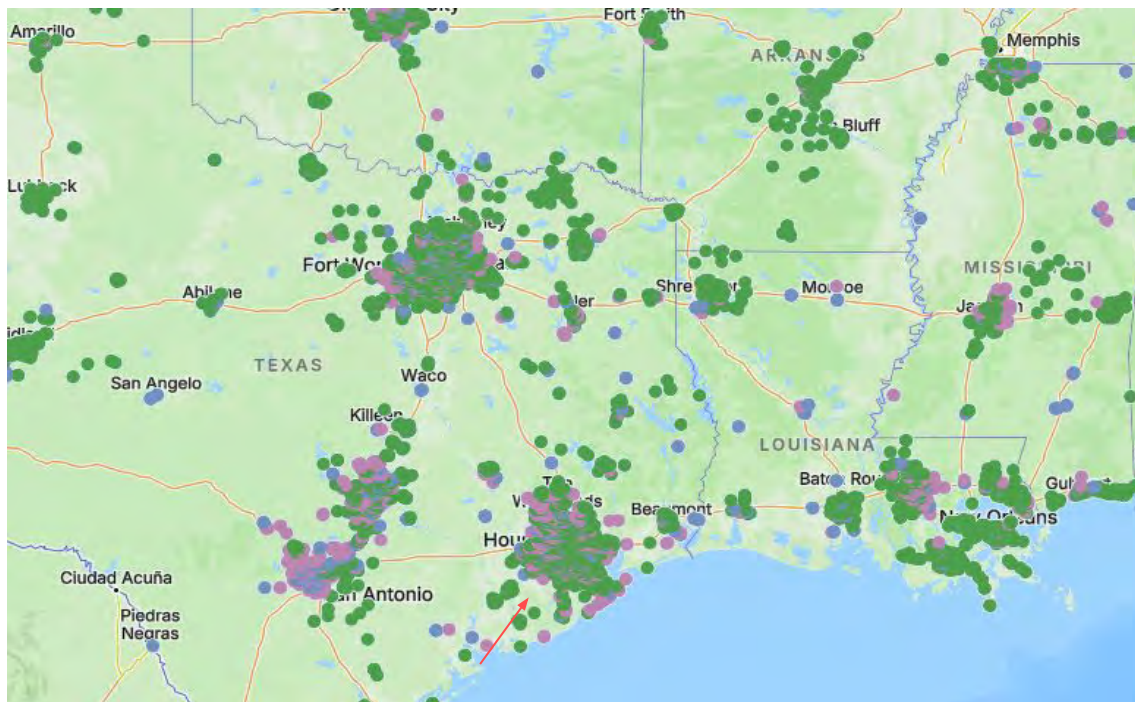
✓ Schools

✓ Hotels

✓ HOAs

✓ Hospitals

✓ ... and more





Solve faster with the sharpest eyes on the road

Flock's LPR technology transforms how agencies gather evidence, monitor traffic, and tackle crime—empowering officers to act with precision and speed.



Infrastructure-Free

Solar-powered, wireless cameras reduce costs and time-to-value.



AI & Machine Learning

Uncover critical details with Vehicle Fingerprint, NightVision, and FreeForm



Real Time Alerting

Enable faster responses with NCIC, Amber Alerts, and custom hotlists.



Leading National Network

Seamlessly access crucial evidence, collaborating with agencies and private partners to solve crimes faster.

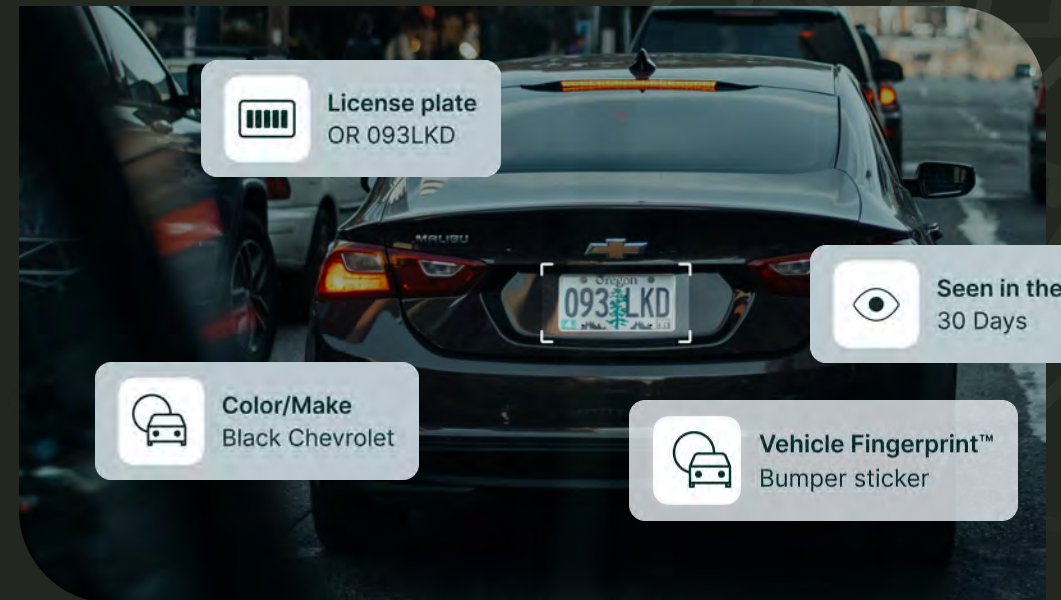


Vehicle Fingerprint

No plate? No problem. Pinpoint suspect vehicles using unique vehicle traits to save time.

Search and set up alerts using characteristics:

- ✓ Vehicle make
 - ✓ Body type
 - ✓ Color
 - ✓ Decals
 - ✓ Bumper stickers
 - ✓ Back racks
 - ✓ Top racks
 - ✓ Toolbox
- ✓ License plates
 - Temporary tags
 - State recognition





The Leading Fixed LPR Network

Access evidence from private & public LPRs nationwide*.



In partnership with the National Crime Information Center, National Center for Missing & Exploited Children, the FBI and other leading LPR databases

20B+

Plate Reads
Per Month

5K+

Community
Partners

4K+

Agencies

Collaborate with
agencies across
city and state lines.

19+ state

LPR databases

Unlimited custom,
shareable Hot Lists



A Smarter Approach to Safety



Hassle-Free Subscription Model

- End-to-end support: permitting, installation, and maintenance
- Evergreen technology that's always up to date, and never obsolete



Evidence Sharing & Collaboration

- National LPR network across 49 states
- Public-private partnerships



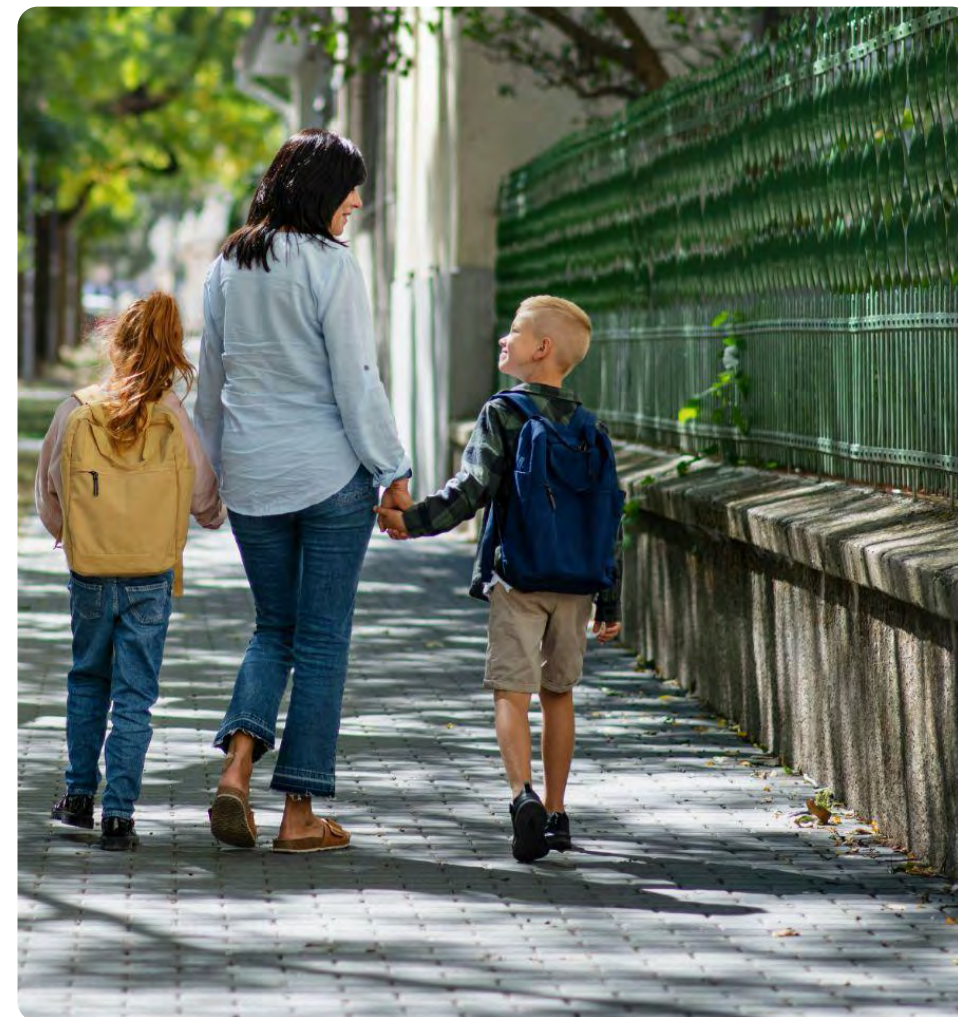
Tightly Integrated Product Ecosystem

- Seamlessly search evidence across devices
- Purpose-built to function as one solution
- Advanced AI & ML that works across devices



Solar-Powered & Wireless Devices

- Optimal device placement
- More coverage = more evidence





100%

Homicide Case Clearance in 2023
Tulsa PD (OK)

“Of all the years I’ve been doing this, **I can’t think of a better piece of technology, a more game-changing piece of technology.**”

CHIEF THOMPSON | Elizabethtown PD (KY)

56%

YoY Reduction in
Overall Crime
Delano PD (CA)

52%

Reduction in
Robbery in 1 Year
Cobb County PD (GA)



Built with Privacy In Mind

Protecting privacy by design

- ✓ All data is owned by customers and will never be sold to private third parties
- ✓ Flock automatically deletes data after 30 days by default
- ✓ No individual personal data is collected by or accessible in the Flock Live Video & LPR system
- ✓ Security is paramount, and all data is stored with end-to-end encryption

No Big Brother

Enabling accountability + transparency

- ✓ Search reason and user number saved in indefinitely-available audit trail
- ✓ Only a picture of the vehicle & tag are taken - FLOCK CAN NOT LINK A VEHICLE TO A REGISTRATION
- ✓ Flock offers a free and optional LPR Transparency Portal for community
- ✓ Flock does not share data with federal agencies - PD owns the data

Public Facing Transparency Portal

Overview

Stow MA PD uses Flock Safety technology to capture objective evidence without compromising on individual privacy. Stow MA PD utilizes retroactive search to solve crimes after they've occurred. Additionally, Stow MA PD utilizes real time alerting of hotlist vehicles to capture wanted criminals. In an effort to ensure proper usage and guardrails are in place, they have made the below policies and usage statistics available to the public.

Policies



What's Detected

License Plates, Vehicles



What's Not Detected

Facial recognition, People, Gender, Race



Acceptable Use Policy

Data is used for law enforcement purposes only. Data is owned by Stow MA PD and is never sold to 3rd parties.



Prohibited Uses

Immigration enforcement, traffic enforcement, harassment or intimidation, usage based solely on a protected class (i.e. race, sex, religion), Personal use.



Access Policy

All system access requires a valid reason and is stored indefinitely.



Hotlist Policy

Hotlist hits are required to be human verified prior to action.

Usage



Data retention (in days)

15 days



Number of owned cameras

3



External organizations with access



Hotlists Alerted On

NCIC, NCMEC Amber Alert



Vehicles detected in the last 30 days

57,397



Hotlist hits in the last 30 days

63



Searches in the last 30 days

5



Thank You

“In my 25 years, the Flock Safety system is the single **most important technology** in policing that has come out.”

CHIEF RUSH
Trussville PD (AL)

“I really feel like this technology is **the best thing** — or at least one of the best things — since the police radio. It's been a game changer.”

CHIEF SCESNEY
Grand Prairie PD (TX)

“This is the **single greatest change** since DNA — what this system does is a game changer.”

CHIEF MURRAY
Yakima PD (WA)

“Flock Safety is **the single best tool** I have seen in 30 years - enabling true community policing.”

CHIEF VANHOOZER
Cobb County PD (GA)

“Our ability to fight crime has **easily doubled** just by introducing Flock Safety's tools.”

SGT. SHIPP
Fort Worth PD (TX)

Flock Safety LPR®



PROBLEM

Without key evidence, like a license plate or vehicle description, many cases go unsolved.

SOLUTION

Flock Safety LPR cameras provide vehicle data, real-time alerts, searchable evidence, and analytics to improve police response and investigations 24/7.

Eliminate crime on every roadway with hassle-free LPR. Solve more cases faster with Flock’s effective and trusted LPR technology.



IMPROVE EFFICIENCY AND MAXIMIZE INVESTMENT WITH A ONE-STOP-SHOP

With one annual subscription fee, Flock Safety® covers hardware procurement, permitting, deployment planning, policy creation, installation, maintenance, user training, customer support, and software upgrades.



CUT COSTS WITH PUBLIC-PRIVATE PARTNERSHIPS

Flock Safety® brings LPR to neighborhoods and businesses, providing law enforcement privately-funded **access to actionable evidence**.



GAIN TRUST WITH BUILT-IN DATA GUARDRAILS

Our LPR is designed for secure, responsible use with customized user permissions, usage audits, and limited data retention. Devices only capture vehicle data, not people, to mitigate bias and accelerate case clearance. **Your agency owns 100% of the data.**



Trusted by Thousands of Law Enforcement Agencies

Key Features & Functionality

SEARCH

Search full, partial, and temporary plates by time and location.

VEHICLE FINGERPRINT®

Filter by Flock’s patented Vehicle Fingerprint® attributes:
Vehicle make | Body type | Color | State Registration
Decals | Bumper stickers | Back racks | Top racks

AUDIT TRAIL

- Capture required reason for search field capture.
- Report on user behavior for audits and positive outcomes for proof of ROI.

CONVOY ANALYSIS

Identify associate suspect vehicles with convoy analysis.

ACCESS EXTERNAL ALPR DATA

Access external ALPR databases:
FBI NCIC | NCMEC Amber Alert | REJIS | CCIC & more

CUSTOM ALERTS

Automate email, text, and in-app alerts from custom and shared Hot Lists (i.e. NCIC).

HOT LIST SHARING

Create and share hot lists.

CJIS COMPLIANT

Meet CJIS security policy compliance.

LOCATION-BASED SEARCH

Perform single and multi-location-based searches to link a suspect vehicle to one, or multiple crime scenes.

REAL-TIME ROUTING

Determine possible vehicle path of travel with Real-Time Routing Analysis.

MOBILE APP

Access the FlockOS mobile companion app.



NIGHTVISION™ FOR CLEAR IMAGES AFTER DARK

Crime doesn’t stop at sundown. Identify unique VehicleFingerprint™ characteristics with your LPR, ensuring no vehicle lead is missed, plate visible or not."



2200+

Crimes Solved Weekly
With The Help of Flock
Safety Technology

Explore the LPR Camera Suite

Improve incident response and accelerate investigations with fixed and location-flexible devices that cover every roadway and use case.

STANDARD



Fixed, infrastructure-free LPR for standard two-lane roadways with moderate traffic.

- 75 MPH / 65' Distance
- Solar Power + LTE Connectivity

LONG-RANGE LPR



Fixed, long-range LPR for off-shoulder or high-speed, multi-lane highways with heavy traffic.

- 100 MPH / 150' Distance
- AC Power + LTE Connectivity

LONG-RANGE LPR WITH SOLAR



First of its kind infrastructure-free LPR for highspeed, high-volume roadways

- 100 MPH / 150' Distance
- Solar + LTE Connectivity

SHORT-RANGE LPR



Fixed, short-range LPR for parking lots and tight entries and exits.

- 25 MPH / Wide FoV
- Solar + LTE Connectivity

LPR VIDEO INTEGRATION



Embrace existing infrastructure - integrate third-party IP or LPR cameras into FlockOS®

FLEX LPR CAMERA



Location-flexible LPR for temporary coverage with easy, self-serve relocation and installation

- 75 MPH / 65' Distance
- Rechargeable Battery + LTE



	LOCKHART POLICE DEPARTMENT	
	Policy 7.47 Automatic License Plate Reader (ALPR)	
	Effective Date: 01/01/2026	Replaces:
	Approved: G.P. Williamson Chief of Police	
Reference:		

I. POLICY

Automated License Plate Reader (ALPR) technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. ALPRs are used by the Lockhart Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance of crime suspects, fleeing suspect interdiction and stolen property recovery. The Lockhart Police Department respects privacy rights and will ensure its use of ALPR technology first and foremost protects those rights.

II. PURPOSE

- a) The purpose of this policy is to provide Lockhart Police Department personnel with guidelines on the proper capture, storage, and use of digital data obtained through the use of ALPR systems. The availability and use of ALPR systems have provided many opportunities for the enhancement of productivity, effectiveness, and officer safety. It is the policy of the Lockhart Police Department that all members abide by the guidelines set forth herein when using ALPR systems.

III. DEFINITIONS

- a) FOUO: For Official Use Only
- b) ALPR: Automated License Plate Reader
- c) ALPR Operator. Department members who may utilize ALPR system/equipment. ALPR operators may be assigned to any position within the Department.
- d) ALPR Administrator. The Chief of Police or their designee serves as the ALPR Administrator for the Department.
- e) LPR: License Plate Recognition
- f) Read: Digital images of license plates, vehicles, and associated metadata (e.g., date,

time, and geographic coordinates associated with the vehicle image capture) that are captured by the ALPR system.

- g) Alert: A visual and/or auditory notice that is triggered when the ALPR system receives a potential “hit” on a license plate.
- h) Hit: A read matched to a plate that has previously been registered on an agency’s “hot list” of vehicle plates related to stolen vehicles, wanted vehicles, or other factors supporting investigation, or which has been manually registered by a user for further investigation.
- i) Hot list: A list of license plates associated with vehicles of interest compiled from one or more databases including, but not limited to NCIC, TCIC, local BOLOs, information entered by the Texas Law Enforcement Telecommunication System (TLETS), etc.
- j) Fixed ALPR system: ALPR cameras that are permanently affixed to a structure, such as a pole, a traffic barrier, or a bridge.
- k) Mobile ALPR system: ALPR cameras that are affixed, either permanently (hardwired) or temporarily (e.g., magnet-mounted), to a law enforcement vehicle for mobile deployment.
- l) Portable ALPR system: ALPR cameras that are transportable and can be moved and deployed in a variety of venues as needed, such as a traffic barrel or speed radar sign.
- m) TCIC/NCIC: Texas Crime Information Center / National Crime Information Center databases.
- n) TLETS: Texas Law Enforcement Telecommunications System, which is a secure network through which access to TCIC/NCIC/ information is accessed.
- o) Vehicles of Interest: Including, but not limited to vehicles which are reported as stolen; display stolen license plates or tags; vehicles linked to missing and/or wanted persons and vehicles flagged by LPD or other law enforcement agencies.
- p) Detection: Data obtained by an ALPR of an image (such as a license plate) within public view that was read by the device, including potential images (such as the plate and description of vehicle on which it was displayed), and information regarding the location of the ALPR system at the time of the ALPR’s read.

IV. PROCEDURES

This section establishes procedures for the lawful and proper use of ALPR technology and provides for the best use of ALPR technology while at the same time protecting the rights of residents and motorists traveling on public roadways while in the City of Lockhart Area of Jurisdiction.

- a. No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- b. No ALPR operator may access confidential department, state or federal data unless authorized to do so.

- c. Only a sworn or civilian employee of this department who has been authorized by the Chief of Police to operate an ALPR or to access and use ALPR stored data, and who has successfully completed training provided by the department.
- d. All dispatchers, uniformed officers, supervisors, and the CID Division will have access to hotlist alerts.
- e. Supervisors and CID will have access to review data from LPR.
 - a. The cameras will be placed at transportation points where vehicle traffic must pass before entering sections of the city and/or locations based on criminal activity. The seven (7) ALPR cameras will be deployed at the listed locations.
 - a. Reserved.

V. PERMITTED and IMPERMISSIBLE USES

- a. The ALPR system, and all data collected, is the property of the Lockhart Police Department. Department personnel may only access and use the ALPR system for official and legitimate law enforcement purposes consistent with this Policy. All departmental personnel shall be aware that Texas statute Penal Code 39.06 (Offenses Against Public Administration) establishes a criminal offense for misuse of information for which a public servant has access by virtue of the person's office or employment, and that has not been made public, and uses said information to obtain a benefit or with intent to harm or defraud another.
- b. ALPR may be used for official law enforcement purposes, including but not limited to:
 - i) Pursuing information relevant to an ongoing criminal investigation
 - ii) Locating a missing or endangered person
 - iii) Locating a lost or stolen vehicle
 - iv) Apprehending an individual with an outstanding warrant
 - v) Particular consideration should be given to using ALPR data to canvass areas around homicides, shootings, and other major incidents.
 - vi) Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- c. The following uses of the ALPR system are specifically prohibited:
 - i) Invasion of Privacy. Except when done pursuant to a court order such as a search warrant, it is a violation of this Policy to utilize the ALPR to record license plates except those of vehicles that are exposed to public view (e.g., vehicles on a public road or street, or that are on private property but whose license plate(s) are visible from a public road, street, or a place to which members of the public have access, such as the parking lot of a shop or other business establishment).
 - ii) Harassment or Intimidation. It is a violation of this Policy and State law to use the ALPR system to harass and/or intimidate any individual or group.
 - iii) Use Based on a Protected Characteristic. It is a violation of this policy and State law to use the ALPR system or associated scan files or hotlists solely based on a person's or group's race, gender, religion, political affiliation, nationality, economic status,

- ethnicity, sexual orientation, disability, or any other classification protected by law.
- iv) Personal Use. It is a violation of this Policy to use the ALPR system or associated scan files or hotlists for any personal purpose.
- d. First Amendment Rights. It is a violation of this policy to use the ALPR system or associated scan files or hotlists for the purpose or known effect of infringing upon First Amendment rights. Any individual who engages in an impermissible use of the ALPR system (as defined herein) or associated scan files or hotlists may be subject to:
1. Criminal prosecution,
 2. Civil liability, and/or
 3. Discipline, up to and including termination.
- e. LPR may not be used for:
- i. Traffic enforcement or red-light enforcement
 - ii. Fines or fees, including expired tags
 - iii. To obtain biometric information
 - iv. Selling data to private third parties including, but not limited to, repossession companies

VI. ACCESS MANAGEMENT

- a. The Police Captain is responsible for;
- i. maintaining a list of the name and job title of all authorized users.
 - ii. Developing training requirements.
 - iii. Promptly disclosing to the public any security breach with respect to the agency's LPRs or LPR data.
- b. The Criminal Investigations Division Lieutenant is responsible for:
- i. ensuring systems and processes are in place for the proper collection and retention of ALPR data.
 - ii. Data obtained as evidence in an offense will be transferred to the designated storage following department procedures.

VII. RESPONSE

- a. Patrol Personnel - Upon being notified of an ALPR notification, on-duty personnel will respond to the area to attempt to locate the suspect vehicle. If the vehicle is located, proper traffic stop procedures shall be followed based on the type of hit, officer observations, and other factors present.
- b. When ALPR data is used to assist in the identification of a suspect or vehicle linked to criminal activity, the ALPR data shall be downloaded from the system and stored as evidence in accordance with video storage policy.
- c. If practical, the officer should verify an ALPR response through the appropriate official law enforcement database and corroborate the data before taking

enforcement action that is based solely on an ALPR alert.

VIII. DATA SHARING CRITERIA AND PROTOCOLS

- a. Law enforcement agencies must ask for permission to use the data obtained by Lockhart Police Department ALPR's.
- b. The ALPR data may be shared only with other state and local law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures: The agency makes a written request for the ALPR data that includes:
 - i. The name of the agency.
 - ii. The name of the person requesting.
 - iii. The request is reviewed by the Police Captain or the authorized designee and approved before the request is fulfilled.
 - iv. The approved request is retained on file.

IX. PROTECTIONS

- a. Data Ownership: Lockhart Police Department owns the data collected from LPR's and stored as evidence. Only video that is stored by Lockhart Police Department is subject to the Texas Public Information Act requests. Any other camera footage requests shall be directed to Flock Safety for compliance.
- b. Retention: Data will be kept for 30 days, unless it has become, or it is reasonable to believe it will become, evidence of a criminal action.
- c. Flock shall not keep or maintain any data.
- d. Auditing: Audits will be conducted bi-annually by CID or the Chief's designee to ensure users are entering valid search reasons and/or real case numbers, and using the system in accordance with this policy. Audits will include reconciliation with conducting officers.
- e. Training: All officers will be trained on appropriate use, hotlist response, and system access.
- f. Misuse Policy: Any misuse or violations of this policy will be handled in accordance with the department's disciplinary action policy.

X. PRIVATELY OWNED CAMERA SYSTEMS

- a) Lockhart Police Department recognized that local business and/or residents may want to purchase privately owned ALPR systems and link them to the Lockhart Police Department network of systems. All private systems linked to the Lockhart Police Department system must be approved by the Chief of Police. All data

received by Lockhart Police Department shall become Lockhart Police Department data and subject to all provisions of this policy. Lockhart Police Department must provide search capabilities to any linked ALPR system. Lockhart Police Department shall not be responsible for any costs associated with a privately funded ALPR system.

- b) Privately owned ALPR systems must meet all local government right-of-way ordinances, rules, and regulations.
- c) Lockhart Police Department will not actively monitor any privately owned ALPR or Video system

DRAFT

Flock Safety + TX - Lockhart PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Brandon Williams
brandon.williams@flocksafety.com
+16784677782



EXHIBIT A
ORDER FORM

Customer: TX - Lockhart PD
Legal Entity Name: TX - Lockhart PD
Accounts Payable Email:
Address: 214 Bufkin Ln Lockhart, Texas 78644

Initial Term: 12 Months
Renewal Term: 12 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - Invoiced at First Camera Validation.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$21,000.00
Flock Safety Flock OS			
FlockOS Starter	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	7	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$0.00	7	\$0.00
Subtotal Year 1:			\$21,000.00
Annual Recurring Subtotal:			\$21,000.00
Estimated Tax:			\$0.00
Contract Total:			\$21,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement may be renewed for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**").*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	\$21,000.00
Annual Recurring after Year 1	\$21,000.00
Contract Total	\$21,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$4,550.00

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS Starter	FlockOS Starter provides real-time situational awareness for agencies without requiring a full RTCC. It includes access to privately funded live video and a real-time jurisdiction map, enabling resource allocation and response coordination without complex infrastructure or extensive IT requirements.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: TX - Lockhart PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Terms and Conditions

TERMS AND CONDITIONS

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “**Order Form**”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

1.13 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.14 “**Permitted Purpose**” means legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form .

1.16 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 **Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or

any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "***Customer Obligations***").

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 Data Distribution. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces (“APIs”) is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality, and performance of this Agreement. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing

Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not (i) directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover or recreate the source code, object code or underlying structure, ideas or algorithms of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder(ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“Cure Period”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER’S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS

EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK’S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock’s installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock’s performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all

or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of

this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

These Terms and Conditions are subject to change.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 9, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding appointment of a City of Lockhart representative to the Caldwell County Homeless Coalition Board of Directors.

ORIGINATING DEPARTMENT AND CONTACT: Council -

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Caldwell County Homeless Coalition (CCHC), a 501(c)(3) nonprofit organization, amended its bylaws to create Governing Body Director positions, allowing each Caldwell County governing body—the Cities of Lockhart, Luling, and Martindale, as well as the Caldwell County Commissioners Court—to appoint one voting member to the CCHC Board of Directors for a three-year term. Appointed Directors are expected to attend monthly Board meetings, participate in general public meetings when possible, assist with outreach events, vote on Board action items, and have the right to review budgets and audit reports.

CCHC has invited the City of Lockhart to appoint a representative and identified two Lockhart residents with long-standing volunteer engagement—Pastor Jared Fischer (Grace Lutheran) and Tina Ramsey (Lockhart Veterans Affairs)—as strong candidates. Councilmember John Lairsen has requested that Jared Fischer, pastor at Grace Lutheran, be appointed to this role.

This appointment would provide the City direct representation in coalition priorities and outreach serving veterans, students, families, and individuals experiencing homelessness in Caldwell County. Supporting materials describing CCHC’s services, meetings, and outreach are attached.

PROJECT SCHEDULE (if applicable): **Term length:** Three (3) years from date of appointment

Meetings: Monthly Board meetings and public meetings as available

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Motion to appoint Jared Fischer as the City of Lockhart's voting Director to the Caldwell County Homeless Coalition Board for a three-year term.

LIST OF SUPPORTING DOCUMENTS: CCHC Informational Trifold, CCHC By Laws
Directors 1.4.1 Lockhart Directors



What We Do...



We Count Our Homeless

Our trained Field Volunteers perform monthly, quarterly & annual (PIT) Point-In-Time counts of Caldwell County individuals and family units.



We Are Here to Help!

For those that we meet in need CCHC provides immediate need assistance and guidance. Along with medical care connection through our CCHC Board Doctor.



Connected to External Partners and when Possible Family

Once CCHC provides for the immediate needs we connected the individuals with safe longterm solutions.



CALDWELL COUNTY HOMELESS COALITION

BOOTS ON THE GROUND

Supporting All of Caldwell Co.

HomelessInCaldwell.com

Contact Us

Email: Help@HomelessInCaldwell.com
Phone: 833-830-CCHC

(Field Office By Appointment Only)
1205 Blackjack St., Lockhart, TX 78644
Post Office Box 777, Luling, TX 78648

@Caldwell County
Homeless Coalition



CCHC a 501(c)3 Organization



Words from the CCHC Board of Directors...

"We can't do what we do without our trained Field Volunteers, Board Doctor, Partners and Donors. As we are all volunteers at heart and self-funded we THANK YOU to each and everyone that SUPPORTS US!"

CCHC collects donation items for our local homeless. For those wishing to make a monetary donation, please visit HomelessInCaldwell.com or email us at help@HomelessInCaldwell.com.



Your Well-Being is Our Mission

We strive to improve the well-being of our unhoused neighbors in Caldwell Co. All while we try to raise awareness about homelessness and collaborate with stakeholders to enhance support and foster solutions. We do this by providing support & officially Counting of our homeless.

Work with individuals, groups & organizations to take Caldwell County homeless to a **ZERO GOAL**.

Assist those within the County experiencing Homelessness and that have the same **ZERO GOAL**.

Our Values



Care



Connection



Mental Health



Improvement Conditions

What We Do

CCHC Emergency Unsheltered

24/7 emergency immediate homeless services, including meal service, temporary housing + dog care, medical services, transportation, prescriptions, and more.

Who Does CCHC Support?

Adults, Veterans, Student Age Youth, single and full family units. Individuals fleeing domestic violence.

CCHC Public Education

We hold public meetings during every calendar month where CCHC Board Directors review the latest homeless data to partners and the general Community.

Volunteer Opportunities

We always have room for more volunteers, from assisting with organizing donations, general administration duties, helping with our homeless call list, to getting trained on field survey's...if interested reach out to CCHC.

ARTICLE I. NAME OF ORGANIZATION

The name of the nonprofit is (CCHC) Caldwell County Homeless Coalition.

ARTICLE II. ORGANIZATION PURPOSE

Section 1. Nonprofit Purpose

This nonprofit is organized exclusively for charitable, educational, and outreach purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) and a 509(a) 2 charity of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Section 2. Specific Purpose

Caldwell County Homeless Coalition and services for homeless unsheltered persons with autism, special needs, disabilities or at-risk behaviors. This purpose includes outreach services to the homeless community within Caldwell County.

The specific objectives and purpose of this organization shall be:

- a. to provide direct services to our homeless community located within Caldwell County;
- b. to provide facilities, not limited to temporary housing; shelter facility; transportation to shelter facilities within Central Texas;
- c. to provide the unsheltered opportunities for mental health support, transportation assistance, medical assistance, housing assistance and food assistance;
- d. to assist with, host and/or participate in young and adult aged educational events, that not only directly assist the homeless but also to provide for education to the general Caldwell County community;
- e. to count those children, students and adult individuals experiencing homelessness in Caldwell County.

ARTICLE III. APPOINTMENT DIRECTOR MEMBERSHIP

Section 1. Eligibility for Director Membership

Voting directors shall be open to any current resident, property owner, business operator, or employee of your governing district that supports and is voted on by their governed body. With the purpose statement in Article II, Section 2. Appointment Director Members are open to each government body of City of Luling, City of Lockhart, City of Martindale and Caldwell County Texas Commissioners Court. With each government body provided the opportunity to appoint one voting director member to the (CCHC) Board, to a (3) year term.



Section 2. Rights of Appointed Director Members

Research any agenda topic being discussed at present or future official meetings. Cast their vote on official business brought before the Caldwell County Homeless Coalition Board, either at monthly meetings or a special called meeting.

Section 3. Resignation and Termination

Any appointed member may resign by filing a written resignation with the secretary. Resulting in that members representative government body reappointment of a new member within (90) days.

Section 4. Requirement Meetings

Each member of the Board of Directors shall attend at least nine (8) monthly meetings of the Board per year. Monthly meetings to be usually held 2nd Tuesday of each month from 2pm to 3:30pm, being held at dedicated locations within Caldwell County. Due to Directors are spread throughout Caldwell County; official called meetings may be held via Zoom or electronic video, as the discretion of the chair.

ARTICLE IV. MEETINGS OF MEMBERS**Section 1. Regular Meetings**

Regular meetings of the members shall be held monthly, at a time and place designated by the chair, within Caldwell County.

Section 2. Annual Meetings

An annual meeting of the members shall take place in the month of February, the specific date, time and location of which will be designated by the chair. At the annual meeting officers, receive reports on the activities of the association, and determine the direction of the association for the coming year.

Section 3. Special Meetings

Special meetings may be called by the chair, the Executive Committee, or a simple majority of the board of directors. A petition signed by ten percent of voting members may also call a special meeting.

Section 4 Notice of Meetings

Printed notice of each meeting shall be given to each voting Director member, by email, not less than two weeks prior to the meeting.



Section 5. Quorum

A quorum for a meeting of the members shall consist of at least twenty percent (40)% of the active Directors members.

Section 6. Voting

All issues to be voted on shall be decided by a simple majority of those present at the meeting in which the vote takes place.

ARTICLE V. BOARD OF DIRECTORS**Section 1. General Powers**

The affairs of the Nonprofit shall be managed by its Board of Directors. The Board of Directors shall have control of and be responsible for the management of the affairs and actions of the Nonprofit.

Section 2. Number, Tenure, Requirements, and Qualifications

The number of Directors shall be fixed from time-to-time by the Directors but shall consist of no less than three (3) nor more than fifteen (15) including the following officers: the President, the Vice-President, the Secretary, Treasurer and the governing body appointed Directors.

The members of the Board of Directors shall, upon election or appointment, immediately enter upon the performance of their duties and shall continue in office until their successors shall be duly appointed. All members of the Advisory Council (Committee)(i.e. Fundraising Committee) must be approved by a majority vote of the members present and voting. No vote on new members of the Advisory Council (Committee), shall be held unless a quorum of the Board of Directors is present as provided in Section 6 of this Article.

No two members of the Board of Directors related by blood or marriage/domestic partnership within the second degree of consanguinity or affinity may serve on the Board of Directors at the same time.

Newly elected or appointed members of the Board of Directors who have not served before shall serve initial one-year terms. At the conclusion of the initial one-year term, members of the Board of Directors may serve additional three year terms. Their terms shall be staggered so that at the time of each annual meeting, the terms of approximately one-third (1/3) of all members of the Board of Directors shall expire.

Each member of the Board of Directors shall attend at least nine (8) monthly meetings of the Board per year.

Section 3. Regular and Annual Meetings

An annual meeting of the Board of Directors shall be held at a time and day in the month of February of each calendar year and at a location designated by the Executive Committee of the Board of Directors. The Board of Directors may provide by resolution the time and place, for the holding of regular meetings of the Board.



Notice of these meetings shall be sent to all members of the Board of Directors no less than fourteen (14) days, prior to the meeting date.

Section 4. Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the President or Chairman only. The person authorized to call special meetings of the Board of Directors may fix any location, as the place for holding any special meeting of the Board called by them.

Section 5. Notice

Notice of any special meeting of the Board of Directors shall be given at least fourteen (14) days in advance of the meeting by telephone, facsimile or electronic methods or by written notice. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

Section 6. Quorum

The presence, in person of a majority of current members of the Board of Directors shall be necessary at any meeting to constitute a quorum to transact business, but a lesser number shall have power to adjourn to a specified later date without notice. The act of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these by-laws.

Section 7. Forfeiture

Any member of the Board of Directors who fails to fulfill any of his or her requirements as set forth in Section 2 of this Article by September 1st shall automatically forfeit his or her seat on the Board. The Secretary shall notify the Director in writing that his or her seat has been declared vacant, and the Board of Directors may forthwith immediately proceed to fill the vacancy. Members of the Board of Directors who are removed for failure to meet any or all of the requirements of Section 2 of this Article are not entitled to vote at the annual meeting and are not entitled to the procedure outlined in Section 14 of this Article in these by-laws.

Section 8. Vacancies

Whenever any vacancy occurs in the Board of Directors it shall be filled without undue delay by a majority vote of the remaining members of the Board of Directors at a regular meeting or within (90) days by the corresponding governing body appointment. Vacancies may be created and filled according to specific methods approved by the Board of Directors.



Section 9. Compensation

Members of the Board of Directors shall not receive any compensation for their services as Directors. They may at the Board's standard monthly meeting be pre-approved to be eligible for reimbursement for training courses expenses tied to homeless continued education classes.

Section 10. Informal Action by Directors

Any action required by law to be taken at a meeting of the Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by two-thirds (2/3) of all of the Directors following notice of the intended action to all members of the Board of Directors.

Section 12. Advisory Council (Committee or Sub-Committee)

An Advisory Council may be created with members appointed to Board of Directors. Who shall have no duties, voting privileges, nor obligations for attendance at regular meetings of the Board. Advisory Council members may attend said meetings at the invitation of a member of the Board of Directors. Members of the Advisory Council shall possess the desire to serve the community and support the work of the Caldwell County Homeless Coalition by providing expertise and professional knowledge.

Section 13. Parliamentary Procedure

Any question concerning parliamentary procedure at meetings shall be determined by the President or Chairman by reference the latest version of Robert's Rules of Order.

Section 14. Removal.

Any member of the Board of Directors or members of the Advisory Council may be removed with or without cause, at any time, by vote of three-quarters (3/4) of the members of the Board of Directors if in their judgment the best interest of the Nonprofit would be served thereby. Each member of the Board of Directors must receive written notice of the proposed removal at least ten (10) days in advance of the proposed action. An officer who has been removed as a member of the Board of Directors shall automatically be removed from office and any Advisory Council position.

Members of the Board of Directors who are removed for failure to meet the minimum requirements in Section 2 of this Article in these by-laws automatically forfeit their positions on the Board pursuant to Section 7 of this Article, and are not entitled to the removal procedure outlined in Section 14 of this Article.

ARTICLE VI. OFFICERS

The officers of this Board shall be the President or Chairman, Vice-President, Secretary, Treasurer and governing body appointed Directors.



Section 1. President or Chairman

The President shall preside at all meetings of the membership. The President shall have the following duties:

- a. He/She shall preside at all meetings of the Executive Committee.
- b. He/She shall have general and active management of the business of this Advisory Board.
- c. He/She shall see that all orders and resolutions of the Advisory Board are brought to the Advisory Board.
- d. He/She shall have general superintendence and direction of all other officers of this nonprofit and see that their duties are properly performed.
- e. He/She shall submit a report of the operations of the program for the fiscal year to the Advisory Board and members at their annual meetings, and from time to time, shall report to the Board all matters that may affect this program.
- f. He/She shall be Ex-officio member of all standing committees and shall have the power and duties usually vested in the office of the President.
- g. Serve a one (3) year initial followed by full board vote of (2) year term, if re-elected.

Section 2. Vice-President

The Vice-President shall be vested with all the powers and shall perform all the duties of the President during the absence of the latter. The Vice-Presidents duties are:

- a. He/She shall have the duty of chairing their perspective committee and such other duties as may, from time to time, be determined by the Advisory Board.
- b. Serve a one (1) year initial followed by full board vote of (3) year term.

Section 3. Secretary

The Secretary shall attend all meetings of the Advisory Board and of the Executive Committee, and all meetings of members, and assisted by a staff member, will act as a clerk thereof. The Secretary's duties shall consist of:

- a. He/She shall record all votes and minutes of all proceedings in a book to be kept for that purpose. He/She in concert with the President shall make the arrangements for all meetings of the Advisory Board, including the annual meeting of the organization.
- b. Assisted by a staff member, he/she shall send notices of all meetings to the members of the Advisory Board and shall take reservations for the meetings.
- c. He/She shall perform all official correspondence from the Advisory Board as may be prescribed by the Advisory Board or the President.
- d. Serve at three (3) year term, as determined by Members.



Section 4. Treasurer

The Treasures duties shall be:

- a. He/She shall submit for the Finance and Fund Development Committee approval of all expenditures of funds raised by the Advisory Board, proposed capital expenditures, by the staff of the agency.
- b. He/She shall present a complete and accurate report of the finances raised by this Advisory Board and also the Paul Smith Memorial Fund at each meeting of the members, or at any other time upon request to the Advisory Board.
- c. He/She shall have the right of inspection of the funds including budgets and subsequent audit reports.
- d. It shall be the duty of the Treasurer to assist in direct audits of the funds of the program according to funding source guidelines and generally accepted accounting principles.
- e. He/She shall perform such other duties as may be prescribed by the Advisory Board or the President under whose supervision he/she shall be.
- f. Serve at three (3) year term, as determined by Members.

Section 4.1 Directors (Governing Body Appointments)

The Directors duties shall be:

- a. To be appointed for a three (3) year term
- b. To be appointed each Director by City of Martindale, City of Luling, City of Lockhart or Caldwell County Commissioners court governing bodies.
- c. Attend Caldwell County Homeless Coalitions monthly regular scheduled Board meetings.
- d. Attend when possible Caldwell County Homeless Coalition monthly General Public meetings.
- e. Attend no less than nine (8) meetings over a twelve (12) month period.
- f. Assist with outreach events.
- g. Research and vote on action items put before the CCHC Board.
- h. Attend any specially called meetings.
- i. He/She shall have the right of inspection of the funds including budgets and subsequent audit reports.
- j. He/She shall perform such other duties as may be prescribed by the Advisory Board or the President under whose supervision he/she shall be.

Section 5. Election of Officers

For any open positions the Nominating Committee shall submit at the meeting prior to the annual meeting the names of those persons for the respective offices of the Advisory Board. Nominations shall also be received from the floor after the report of the Nominating Committee. The election shall be held at the annual meeting of the Advisory Board, or any regularly scheduled Board meeting. Those officers elected shall serve a term of



one (1) year or three (3) year term based on position, commencing at the next meeting following the annual meeting.

Officers of the Executive Committee shall be eligible to succeed themselves in their respective offices for two (2) terms only.

Section 6. Removal of Officer

No officer of the Board of Directors shall be expelled without an opportunity to be heard and notice of such motion of expulsion shall be given to the member in writing twenty (20) days prior to the meeting at which motion shall be presented, setting forth the reasons of the Board for such expulsion.

Section 7. Vacancies

The Nominating Committee shall also be responsible for nominating persons to fill vacancies which occur between annual meetings, including those of officers. Nominations shall be sent in writing to members of the Advisory Board at least two (2) weeks prior to the next meeting at which the election will be held. The persons so elected shall hold membership or office for the unexpired term in respect of which such vacancy occurred.

ARTICLE VII. COMMITTEES

Section 1. Committee Formation

The board may create committees as needed, such as fundraising, housing, budget, Point-In-Time, public relations, data collection, etc. The board chair appoints all committee chairs.

Section 2. Executive Committee

The three officers serve as the members of the Executive Committee. Except for the power to amend the Articles of Innopnprofit and Bylaws, the Executive Committee shall have all the powers and authority of the board of directors in the intervals between meetings of the board of directors, and is subject to the direction and control of the full board.

Section 3. Finance Committee

The treasurer is the chair of the Finance Committee, which includes two other board members. The Finance Committee is responsible for developing and reviewing fiscal procedures, fundraising plans, and the annual budget with directors and other board members. The board must approve the budget and all expenditures must be within budget. Any major change in the budget must be approved by the board or the Executive Committee. The fiscal year shall be the calendar year. Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public.



ARTICLE VIII. – Conflict of Interest and Compensation

Section 1: Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (CCHC) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 2: Definitions

a. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

b. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
2. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. No Director, Board Member or Committee Member may receive compensation for volunteer work performed. Board may at its full discretion, with member approval determine to reimburse internal or external members for travel cost associated and pre-approved homeless training courses.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Section 3. Procedures

- a. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
- b. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
- c. Procedures for Addressing the Conflict of Interest



1. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
2. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
3. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

d. Violations of the Conflicts of Interest Policy

1. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
2. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 4. Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 5. Compensation

- a. A voting member compensation shall be at zero amount from Caldwell County Homeless Coalition.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.



Section 6. Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7. Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted.

Section 8. Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE IX. IDEMNIFICATION

Section 1. General

To the full extent authorized under the laws of the State of Texas, the nonprofit shall indemnify any governing body appointment, director, officer, employee, or agent, or former member, director, officer, employee, or agent of the nonprofit, or any person who may have served at the nonprofit's request as a director or officer of another nonprofit (each of the foregoing governing body appointment, members, directors, officers, employees, agents, and persons is referred to in this Article individually as an "indemnatee"), against expenses actually and necessarily incurred by such indemnatee in connection with the defense of any action, suit, or proceeding in which that indemnatee is made a party by reason of being or having been such member, director, officer, employee, or agent, except in relation to matters as to which that indemnatee shall have been adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of a duty. The foregoing indemnification shall not be deemed exclusive of any other rights to which an indemnatee may be entitled under any bylaw, agreement, resolution of the Board of Directors, or otherwise.

Section 2. Expenses

Expenses (including reasonable attorneys' fees) incurred in defending a civil or criminal action, suit, or proceeding may be paid by the nonprofit in advance of the final disposition of such action, suit, or proceeding, if authorized by the Board of Directors, upon receipt of an undertaking by or on behalf of the indemnatee to repay such amount if it shall ultimately be determined that such indemnatee is not entitled to be indemnified hereunder.



Section 3. Insurance

The nonprofit may purchase and maintain insurance on behalf of any person who is or was director, officer, employee, or agent against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the nonprofit would have the power or obligation to indemnify such person against such liability under this Article.

ARTICLE X. BOOKS AND RECORDS

The nonprofit shall keep complete books and records of account and minutes of the proceedings of the Board of Directors. Available to your appointed director at their discretion.

ARTICLE XI. AMENDMENTS

Section 1. Bylaws

The CCHC Board of Directors has approve [Approved] this amended Directors Bylaws (Ver. 1.4) by majority vote at its March 11th 2025 (Ver. 1.3) and superseding on April 16th 2025 (Ver. 1.4) regular scheduled meeting. Written notice setting forth the proposed amendment or summary of the changes to be effected thereby shall be given to each director and director's appointment governing body within the time and the manner provided for the giving of notice of meetings of directors.

Section 2. Version Updates

- | | |
|-----------|--|
| Ver. 1.3; | The addition of Article V. Section 4.1 Directors (Governing Body Appointments)
Approved by CCHC Board March 11th 2025. |
| Ver. 1.4; | Addition of <i>monthly</i> to 4.1(d), addition of <i>any governing body</i> to Article IX
INDEMNIFICATION Section 1. General. Approved by CCHC Board April 16th 2025. |

If City of Lockhart approves in an open city council session the Appointment of an individual a signed document by any party herein is not required by Caldwell County Homeless Coalition.

IF REQUIRED by the Governing Body, SIGNATURES ON NEXT PAGE



APPOINTMENT OF DIRECTOR

We, the undersigned, each agree to the appointment of a single voting Director member to a three (3) year term on (CCHC) Caldwell County Homeless Coalition board.

(Signature)

Date: ____/____/____

(Printed Name) Representative of City of Lockhart
~

(Signature) CCHC Chairman

Date: ____/____/____

(Printed Name) Representative of CCHC
~

(Signature) Governing Body Director Appointed by City of Lockhart

Date: ____/____/____

(Printed Name) Representative Appointed by City of Lockhart



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 9, 2025

AGENDA ITEM CAPTION: Discussion and/or action to consider the appointment of a steering committee for the design of the Indoor Recreation Center.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: This agenda item is to consider the appointment of a steering committee to provide input and guidance in the design of the Indoor Recreation Center. The steering committee is intended to ensure that a wide variety of proposed current and future uses are thoughtfully considered, reflecting the needs and priorities of a broad spectrum of potential users.

The committee will be comprised of representatives from City boards, Caldwell County, Lockhart ISD, and community members, bringing forward perspectives from parks planning, education, regional partnerships, and the community at large. This balanced composition will help guide the design of a multipurpose facility that serves current residents and supports growth, evolving recreation trends, and long-term community needs.

Proposed Steering Committee Members:

- Karla Tate – Parks Board
- Melinda Kirst – Parks Board
- Jeremiah Chapman – Lockhart ISD
- BJ Westmoreland – Caldwell County Commissioner
- Chris St. Leger – Citizen
- Sara Partridge – Citizen
- Lynn Gabay – Citizen
- Tim Torres – Citizen

PROJECT SCHEDULE (if applicable): Committee meetings to begin immediately and continue until a design plan is adopted by Council.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

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FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION: The Parks Advisory Board reviewed the list of proposed steering committee members and unanimously voted on September 25, 2025, to recommend they be approved by Council.

STAFF RECOMMENDATION/REQUESTED MOTION: Approve steering committee members

LIST OF SUPPORTING DOCUMENTS:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 9, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding request by Charlie Tames of Gloria Group Partners, LP, for a determination of eligibility for a Tax Abatement (TA-25-01) pursuant to Chapter 28 "Historic Districts and Landmarks" Division 2 "Tax Abatement", of the Lockhart Code of Ordinances, for various exterior and interior improvements to a building in the Historic District, located at 119 West San Antonio St.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - Kevin Waller

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: Division 2 of the Historic Districts and Landmarks Ordinance provides for tax abatements to mitigate the cost of eligible improvements to structures that are within a historic district or that are a City-designated historic landmark. The owner of a commercial building within the Historic District, located at 119 West San Antonio St., has applied for a tax abatement for both exterior and interior improvements to the building, which have already been completed.

With regard to the improvements, the first-floor windows along the West San Antonio Street façade have been replaced with those that are energy efficient. The existing stained, half-moon-shaped windows on the first floor of the North Church Street façade remain in place. Windows on the second and third stories have been refinished and repainted. New doors have been installed to replace those existing on the south, west, and north facades. In addition, an existing, side-by-side door and window have swapped locations on the east end of the north façade. Awnings have been installed on the south and west building facades that replace the original awnings that were removed at some point in the past. The new awnings are comprised of a steel frame with metal roofing, and utilize the same mounting points as those previous. A new fire escape has been constructed from the third story to the roof level on the north façade. The rooftop area has been remodeled to include new siding and paint on the now-enlarged rooftop structure to house the elevator landing, restrooms, and storage area, along with a new composite wood deck, new roofing material between the deck and rooftop structure, and a new steel guardrail along the rooftop edges. Skylights with new glass brick have been restored in the sidewalks along the North Church Street and West San Antonio Street frontages. With regard to color, all exterior doors, roof deck guardrails, and the fascia of the rooftop structure have been painted black. The rooftop structure walls consist of a box rib style and feature a weathered copper color. The roof soffit at the roof deck is composed of stained wood. Structural interior improvements include a new elevator that extends to the roof deck, and interior floor reinforcement where necessary.

A Tax Abatement application must first be considered by the Historical Preservation Commission for a recommendation to the City Council, which will in turn make a determination of eligibility for the tax abatement. In addition, a Certificate for Alteration must be considered

City of Lockhart, Texas

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by the Commission along with the Tax Abatement application. Certificates for Alteration were approved by the Commission for the project on July 5, 2023, September 4, 2024, and February 5, 2025. The Tax Abatement application was recommended for approval at the Commission's September 3, 2025 meeting.

PROJECT SCHEDULE (if applicable): The applicant has stated that the project improvements were completed on July 31, 2025.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The tax abatement applies only to City property taxes, and it cannot exceed the owner's total out-of-pocket cost of the improvements. According to the applicant, the total cost of the project is **\$2,801,983.78**. For the first five years of the abatement period, 100 percent of the City taxes are waived. After a reappraisal, 50 percent of the taxes can be waived each year for an additional consecutive five-year period. The City property taxes for the subject property in 2024 were \$6,910.29 (no estimate is available for 2025 at this time); even if the maximum amount is waived each year over the ten-year period, the total abatement will not exceed the owner's out-of-pocket expenses.

PREVIOUS COUNCIL ACTION: None related to this location. The most recent historic tax abatement was awarded to the Spellerberg Gallery at 103 South Man Street on September 19, 2023, and extended on April 15, 2025.

COMMITTEE/BOARD/COMMISSION ACTION: The Historical Preservation Commission voted 6-0 at its September 3, 2025 meeting to recommend that the City Council determine that the completed improvements are ELIGIBLE for a tax abatement.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of TA-25-01 allowing a proposed tax abatement for the building at 119 West San Antonio Street.

LIST OF SUPPORTING DOCUMENTS: TA2501 aerial, TA-25-01 Case Map, TA-25-01 City Council Staff Report (Tames), Tax Abatement Agreement (119 West San Antonio St.), Application Materials (City Council), Ch. 28, Division 2- Tax Abatement, Tax Abatement Handout (updated 9-25-2025)



CASE SUMMARY

STAFF: Kevin Waller, Historical Preservation Officer/Senior Planner

CASE NUMBER: TA-25-01

REPORT DATE: August 25, 2025 [*Updated September 25, 2025*]

HISTORICAL PRESERVATION COMMISSION DATE: September 3, 2025

CITY COUNCIL DATE: October 9, 2025

APPLICANT'S REQUEST: Various improvements (see [Project Description](#) below)

STAFF RECOMMENDATION: **Approval**

SUGGESTED CONDITIONS: None

HISTORICAL PRESERVATION COMMISSION RECOMMENDATION: **Approval**

BACKGROUND DATA

APPLICANT: Charlie Tames

OWNER: Gloria Group Partners, LP, c/o Charlie Tames

SITE LOCATION: 119 W. San Antonio St.

LEGAL DESCRIPTION: Part of Lot 1, Block 22, Original Town of Lockhart

EXISTING USE OF PROPERTY: Vacant commercial building

PROPOSED USE OF PROPERTY: Commercial

ZONING CLASSIFICATION: CCB (Commercial Central Business)

ANALYSIS OF ISSUES

PROJECT DESCRIPTION: The applicant proposes both exterior and interior improvements to an existing commercial building in the Historic District, and has requested a Tax Abatement for municipal taxes with the attached application. The improvements have all been completed and were initially approved by the Commission through two Certificates for Alteration, one on July 5, 2023 and subsequently revised on September 4, 2024 (CFA-23-24), and the other on February 5, 2025 (CFA-25-04). All enhancements qualifying for a tax abatement, whether interior or exterior and including ordinary maintenance, require a review and Certificate for Alteration by the Commission (Historic Districts and Landmarks Ordinance Section 28-21(b)). The first-floor windows along the West San Antonio Street façade have been replaced with those that are energy efficient. The existing stained, half-moon-shaped windows on the first floor of the North Church Street façade remain in place. Windows on the second and third stories have been refinished and repainted. New doors have been installed to replace those existing on the south, west, and north facades. In addition, an existing, side-by-side door and window have swapped locations on the east end of the north façade. Awnings have been installed on the south and west building facades that replace the original awnings that were removed at some point in the past. The new awnings are comprised of a steel frame with metal roofing, and utilize the same mounting points as those previous. A new fire escape has been constructed from the third story to the roof level on the north façade. The rooftop area has been remodeled to include new siding and paint on the now-enlarged rooftop structure to house the elevator landing, restrooms, and storage area, along with a new composite wood deck, new roofing material between the deck and rooftop structure, and a new steel guardrail along the rooftop edges. Skylights with new glass brick have been restored in the sidewalks along the North Church Street and West San Antonio Street frontages. With regard to color, all exterior doors, roof deck guardrails, and the fascia of the rooftop structure have been painted black. The rooftop structure walls consist of a box rib style and feature a weathered copper color. The roof soffit at the roof deck is composed of stained wood. Structural interior improvements include a new elevator that extends to the roof deck, and interior floor reinforcement where necessary. Detailed information and drawings are

enclosed with your agenda packet materials. A Tax Abatement application must first be considered by the Historical Preservation Commission for a recommendation to the City Council, which will in turn make a determination of eligibility for the tax abatement. In addition, a Certificate for Alteration application must be considered by the Commission along with the Tax Abatement application. Certificates for Alteration were approved by the Commission for the project as noted above, and the Tax Abatement application was recommended for approval at the Commission's September 3, 2025 meeting.

FINANCIALS: The tax abatement applies only to City property taxes, and it cannot exceed the owner's total out-of-pocket cost of the improvements. According to the applicant, the total cost of the project is **\$2,801,983.78**. For the first five years of the abatement period, 100 percent of the City taxes are waived. After a reappraisal, 50 percent of the taxes can be waived each year for an additional consecutive five-year period. The City property taxes for the subject property in 2024 were \$6,910.29 (no estimate is available for 2025 at this time); even if the maximum amount is waived each year over the ten-year period, the total abatement will not exceed the owner's out-of-pocket expenses. The current assessed value of the property, according to the Caldwell County Appraisal District (prior to the improvements), is \$1,628,184.00 (appraisal is \$1,805,637.00). According to the applicant, the total estimated value of the property after completion of the improvements is \$2,300,000.00.

COMPATIBILITY: The improvements have significantly enhanced the building's appearance and integrate nicely with the character of the Courthouse Square Historic District.

COMPLIANCE WITH STANDARDS: Two Certificates for Alteration have been approved by the Commission for the improvements, as discussed above, and the Commission has also recommended approval of the tax abatement. In addition, all necessary permits have been secured and final inspections approved. Staff has determined that the submitted tax abatement application meets the guidelines set forth in Section 28-22. According to Section 28-21(g)(1), and as noted above, if the tax abatement is approved, the property will have no assessed value for City of Lockhart ad valorem taxation for a period of 5 tax years after the completion of the certified enhancement. Thereafter, the property shall be reappraised and assessed at a 50% rate for an additional consecutive 5-year period. The total tax abatement, also as noted above, shall not exceed the owner's total out-of-pocket cost of the approved enhancements (Section 28-21(f)). A complete copy of the application packet, a copy of Chapter 28, Division 2 (Tax Abatement), and a summary of the tax abatement review procedure are included with your agenda packet materials.

ALTERNATIVES: None necessary.

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT is made and entered into as of the 9th day of October, 2025 (the “*Effective Date*”), by and between **Charlie Tames of Gloria Group Partners, LP** (property owner), and the City of Lockhart, a Texas home rule city in Caldwell County, Texas, upon the terms and conditions set forth herein:

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

- J. The certified and/or verified tax abatement may carry with the property, provided the conditions of the abatement are met and the City is in agreement.
- K. Charlie Tames of Gloria Group Partners, LP, owner of the property located at 119 West San Antonio Street, Lockhart, Caldwell County, Texas, more fully described as Part of Lot 1, Block 22, Original Town of Lockhart, has applied for a tax abatement for exterior and interior improvements already completed to an existing commercial building in the Courthouse Square Historic District. With regard to the specific improvements, the first-floor windows along the West San Antonio Street façade have been replaced with those that are energy efficient. The existing stained, half-moon-shaped windows on the first floor of the North Church Street façade remain in place. Windows on the second and third stories have been refinished and repainted. New doors have been installed to replace those existing on the south, west, and north facades. In addition, an existing, side-by-side door and window have swapped locations on the east end of the north façade. Awnings have been installed on the south and west building facades that replace the original awnings that were removed at some point in the past. The new awnings are comprised of a steel frame with metal roofing, and utilize the same mounting points as those previous. A new fire escape has been constructed from the third story to the roof level on the north façade. The rooftop area has been remodeled to include new siding and paint on the now-enlarged rooftop structure to house the elevator landing, restrooms, and storage area, along with a new composite wood deck, new roofing material between the deck and rooftop structure, and a new steel guardrail along the rooftop edges. Skylights with new glass brick have been restored in the sidewalks along the North Church Street and West San Antonio Street frontages. With regard to color, all exterior doors, roof deck guardrails, and the fascia of the rooftop structure have been painted black. The rooftop structure walls consist of a box rib style and feature a weathered copper color. The roof soffit at the roof deck is composed of stained wood. Structural interior improvements include a new elevator that extends to the roof deck, and interior floor reinforcement where necessary. Mr. Tames has met the requirements set forth in Sections 28-21, 28-22, and 28-23 of the Lockhart Code of Ordinances, including a determination of eligibility by the City Council at its October 9, 2025 Public Hearing. Section 28-24 addresses later steps in the process, including the property owner's submission of a sworn statement of completion, final investigation of the property by the Historical Preservation Commission, both of which have already been completed, and the City's notification to the Caldwell County Appraisal District to apply the tax abatement accordingly.
- L. For the tax year beginning after the completion of the certified enhancement, and continuing for a total of five tax years, Mr. Charlie Tames is granted a 100% abatement of the municipal taxes assessed against the property located at 119 West San Antonio Street. Thereafter, the property shall be reappraised and assessed at a 50 percent rate for an additional consecutive five-year period. In no event shall the total tax abatement exceed the total out-of-pocket cost of the enhancements certified by the Commission, which, documented by the owner, is **\$2,801,983.78**.

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

PROPERTY OWNER:

Gloria Group Partners, LP

By: _____

Name: _____

Title: _____

CITY:

City of Lockhart, Texas

By: _____

Name: _____

Title: _____

Approved as to form:

Name: _____

Title: _____



HISTORIC PROPERTY PRESERVATION TAX ABATEMENT APPLICATION

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

APPLICANT / PROPERTY OWNER

NAME: Gloria Group Partners, LP
DAY-TIME TELEPHONE: (512) 426 7733
E-MAIL: c@tamespartners.com

ADDRESS: P.O. Box 302634
Austin, Texas 78703

PROPERTY

ADDRESS OR GENERAL LOCATION: 119 West San Antonio Street
LEGAL DESCRIPTION (IF PLATTED): O.T. Lockhart, Block 22, LOT PT1
SIZE: 4,999 SQUARE FEET OR 0.11 ACRE(S) ZONING CLASSIFICATION: HD & CCB

HISTORICAL SIGNIFICANCE

BUILDER/ARCHITECT (IF KNOWN): _____
DATE OF ORIGINAL CONSTRUCTION (IF KNOWN): 1900
CITY, STATE, OR NATIONAL HISTORIC DESIGNATION(S) (IF ANY): Lockhart Courthouse Square Historic District
HISTORICAL NAME(S) OF BUILDING(S) (IF KNOWN): Masur Hardware Building

PROPERTY OWNER AUTHORIZATION

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

IF THE APPLICATION IS NOT SUBMITTED BY THE PROPERTY OWNER OF RECORD, A LETTER AUTHORIZING THE APPLICANT TO ACT ON THE PROPERTY OWNER'S BEHALF IS REQUIRED, AND MUST BE SIGNED AND DATED BY THE PROPERTY OWNER. AN EMAILED AUTHORIZATION FROM THE PROPERTY OWNER TO THE PLANNING DEPARTMENT IS ALSO ACCEPTABLE.

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

SIGNATURE OF PROPERTY OWNER: 
PRINTED NAME: Charlie Tames / Gloria Group Partners, LP DATE: 08/13/2025

SUBMITTAL REQUIREMENTS

PLEASE ATTACH THE FOLLOWING INFORMATION TO THE APPLICATION:

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

OFFICE USE ONLY

CASE NUMBER: TA- 25 - 01 ACCEPTED BY: Kevin Waller
DATE SUBMITTED: 8/15/25 RECEIPT NUMBER: R01395405
HISTORICAL PRESERVATION COMMISSION ~~INITIAL~~ SITE INVESTIGATION DATE: 9/3/25
HISTORICAL PRESERVATION COMMISSION MEETING DATE: 9/3/25
HISTORICAL PRESERVATION COMMISSION RECOMMENDATION: Approval (6-0)
CITY COUNCIL MEETING DATE: 10/9/25
CITY COUNCIL DECISION OF ELIGIBILITY: _____
APPLICANT SWORN STATEMENT OF COMPLETION – DATE SUBMITTED: 9/5/25
HISTORICAL PRESERVATION COMMISSION FINAL SITE INVESTIGATION DATE: N/A
HISTORICAL PRESERVATION COMMISSION APPROVAL DATE: N/A
CITY NOTIFICATION TO APPRAISAL DISTRICT – DATE: _____

1. AN AFFIDAVIT BY THE OWNER DESCRIBING THE HISTORICAL SIGNIFICANCE OF THE STRUCTURE(S) IN NEED OF TAX RELIEF, INCLUDING ANY RELEVANT OR USEFUL INFORMATION REGARDING THE HISTORY OF THE STRUCTURE(S) (HISTORICAL PHOTOGRAPHS, NEWSPAPER ARTICLES, ARCHITECTURAL DRAWINGS, ETC.)

The Masur Hardware Building at 119 W. San Antonio Street is a three-story, two-part Renaissance Revival style commercial block building with a flat roof and parapet. It was built as a hardware store circa 1910 by Joe Masur Jr., the son of German immigrant and businessman Joseph Masur. The building was used as a hardware store at least until Joe Masur Jr.'s death in 1973. The building was still used as a hardware store when it was listed as a contributing building in the National Register of Historic Places designated Caldwell County Courthouse Historic District in 1978; additionally, while newspaper ads from 1979 indicate that the building was at least partially renting out space to other retail endeavors, the building continued to be known as the "Masur Hardware Building." While the building has undergone some alterations and certain historic materials have experienced deterioration over the years from previous owners, it retains much of its original character; the building has integrity of design, form, materials and workmanship, and feeling and association

*Photographs attached

2. A PLAN AND DETAILED WRITTEN DESCRIPTION OF THE IMPROVEMENTS, ENHANCEMENT, REHABILITATION, AND/OR PRESERVATION ("WORK") FOR WHICH TAX ABATEMENT IS REQUESTED.

All work has now being completed, which consisted in ensuring that the space is feasible for public use and that the building meets current safety codes. Routine maintenance for the building includes items such as: roof improvements; repair, repointing, and gently cleaning the brick exterior; exterior storefront millwork repair; paint refresh and millwork and plaster repair on the interior; refinishing of wood floors with in-kind repairs as needed; ceiling repairs with new in-kind tile replacement as needed.

All new electrical, plumbing, HVAC, fire safety and alarms, sprinkler system, an new ADA compliant elevator that expands from the basement to the roof top are. A new section was added to the fire escape to ensure access to the roof of the building

Additionally, existing window frames will be sanded and re-painted as-needed, and all glazing was replaced with low-tint, energy-efficient glass that is compatible with the historic character of the building. Extensive wood rot found in the storefront window frames during the renovation process necessitated the replacement of the existing wood frame structure with an exact replica of the

original windows, as well as the removal and reconstruction of the storefront millwork. Historic sidewalk vault lights have been covered up over time and will be restored to provide natural light for the basement.

*Drawings attached

3. A SITE PLAN SHOWING THE TYPE, NUMBER, AND LOCATION OF ALL EXISTING IMPROVEMENTS ON THE PROPERTY (PRIMARY AND ACCESSORY BUILDINGS, FENCES, SIGNS, ETC.)

Attached.

4. A COPY OF THE LAST PAID TAX RECEIPT, AN ITEMIZED STATEMENT OF THE CURRENT ASSESSED PROPERTY VALUE, AND A COPY OF THE PROPERTY'S CURRENT APPRAISAL CARD AND PROPERTY TAX RECORD ON FILE AT THE CALDWELL COUNTY APPRAISAL DISTRICT.

Attached.

5. A SCHEDULE OF THE ESTIMATED CONSTRUCTION TIME WITH START AND COMPLETION DATES OF THE PROPOSED WORK.

Project cost of \$2,801,983.71

Breakdown attached.

Total Estimated property value after completion \$2,300,000.00

6. A SCHEDULE OF THE ESTIMATED CONSTRUCTION TIME WITH START AND COMPLETION DATES OF THE PROPOSED WORK.

Work started approximately on Jan 1, 2024, and was completed on July. 31, 2025

7. A DETAILED STATEMENT OF THE CURRENT AND PROPOSED USE OF THE PROPERTY.

All work has been completed, and a Certificate of Occupancy has been issued by the City of Lockhart. Currently only the second floor has been leased as office space. The basement, first, third and roof top are vacant.

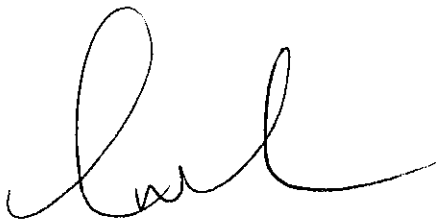
The proposed use for that space is an event to host live music, weddings, corporate events, etc.

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

N/A

9. APPLICATION FEE OF \$200.00, PAYABLE TO THE CITY OF LOCKHART

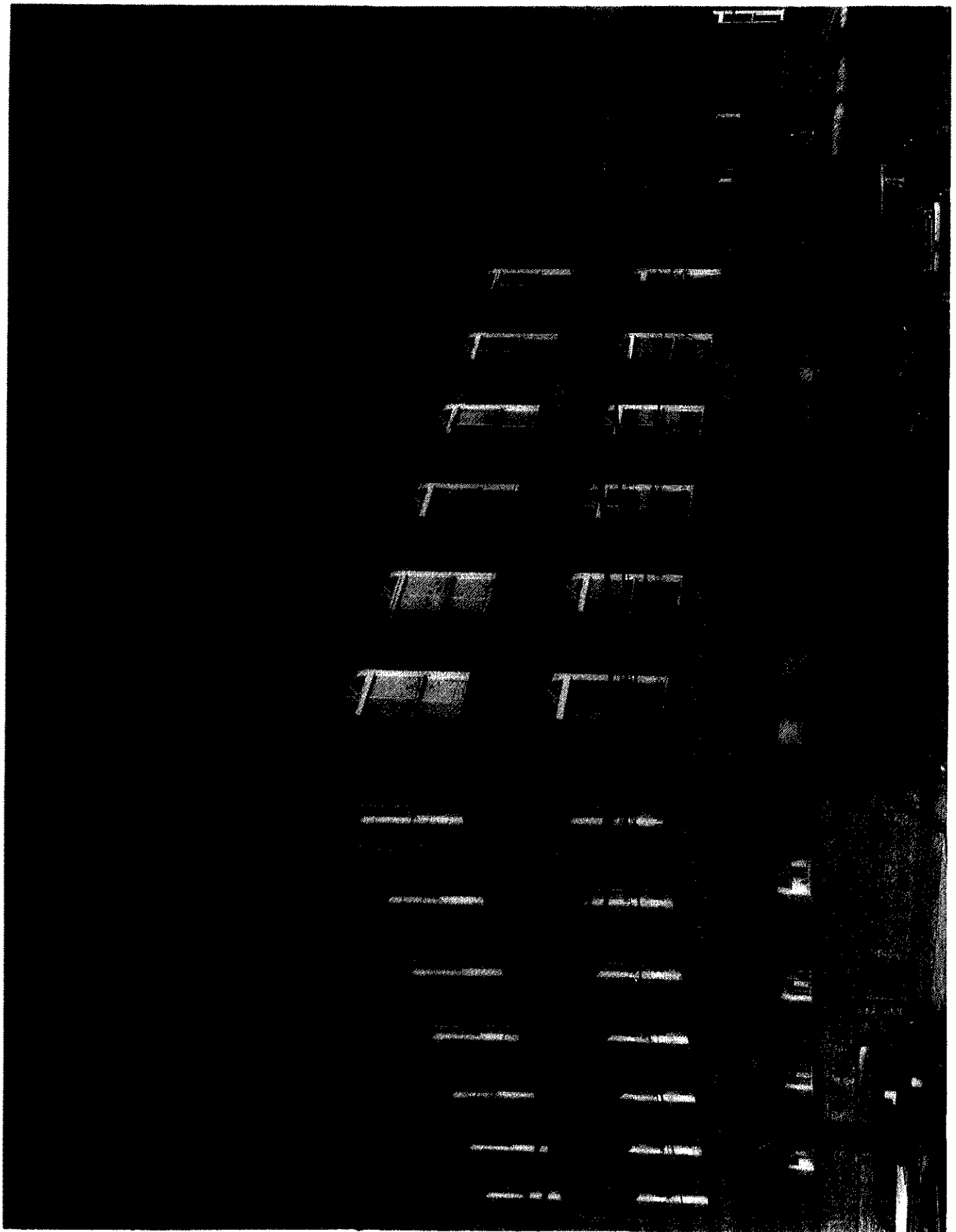
Included with application.

A handwritten signature in black ink, appearing to read 'Charlie Tames', with a large, stylized initial 'C' and a long, sweeping horizontal stroke at the end.

Charlie Tames

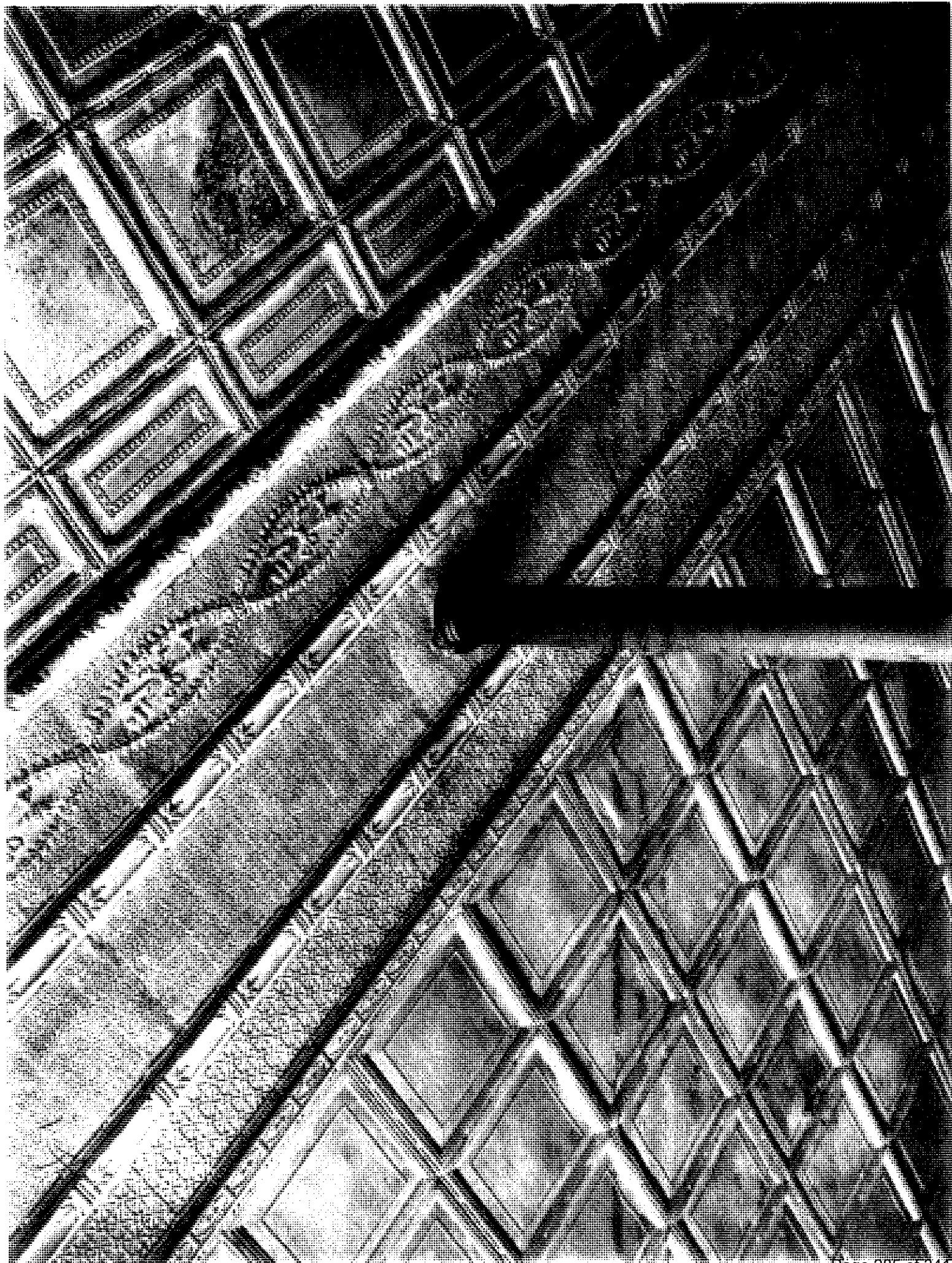
Owner

Gloria Group Partners, LP



1
H





HA RDWARE-FURNITURE

PLUM CREEK
CONSERVATION DISTRICT

PLUM CREEK
CONSERVATION DISTRICT



✓

119 Lockhart

119 Lockhart

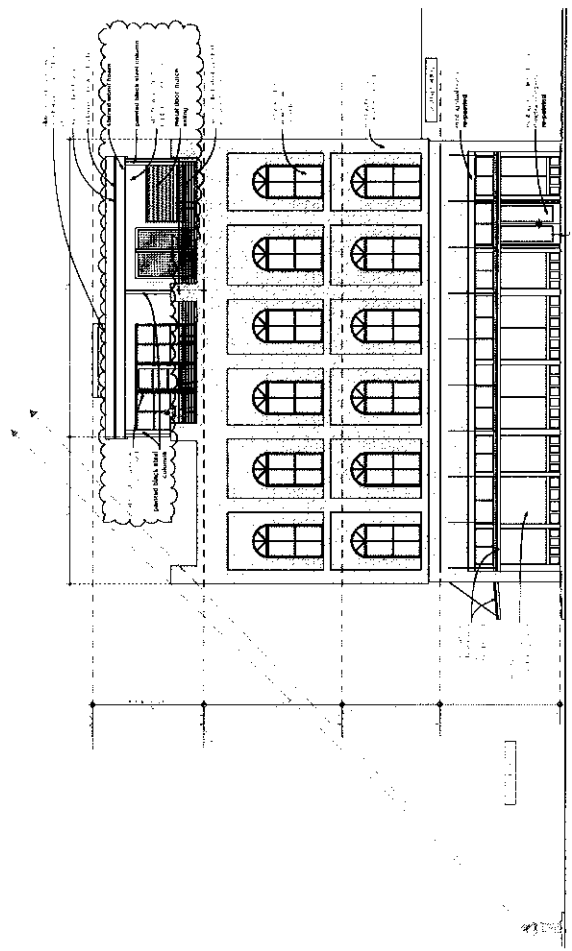
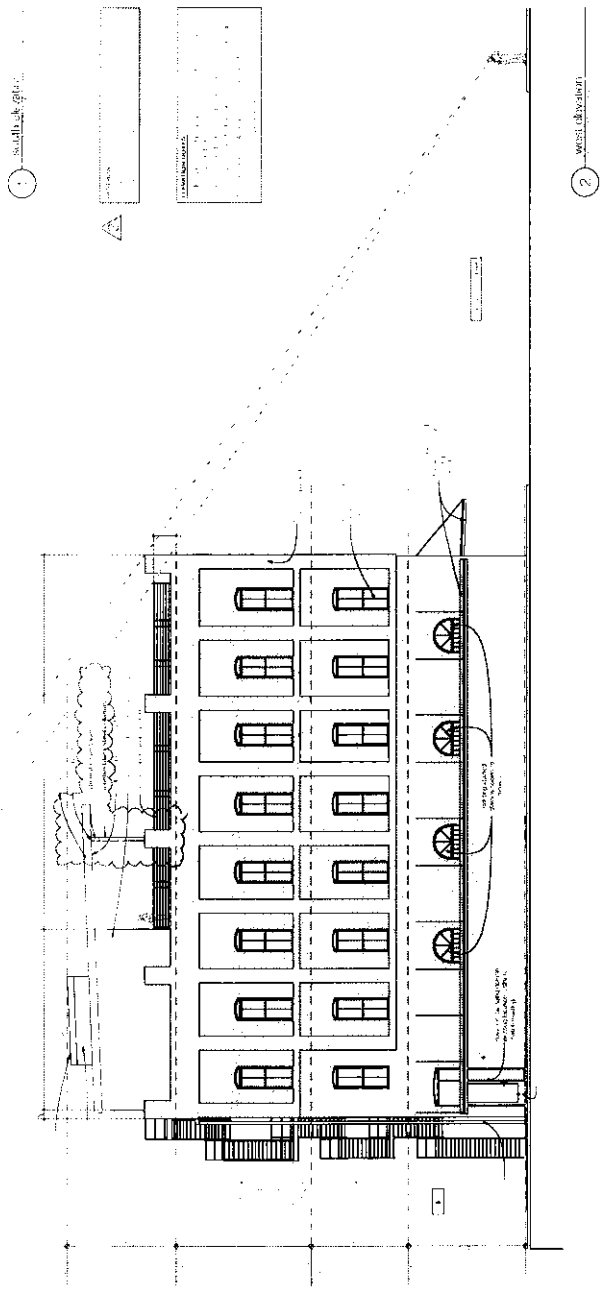


PERMIT SET

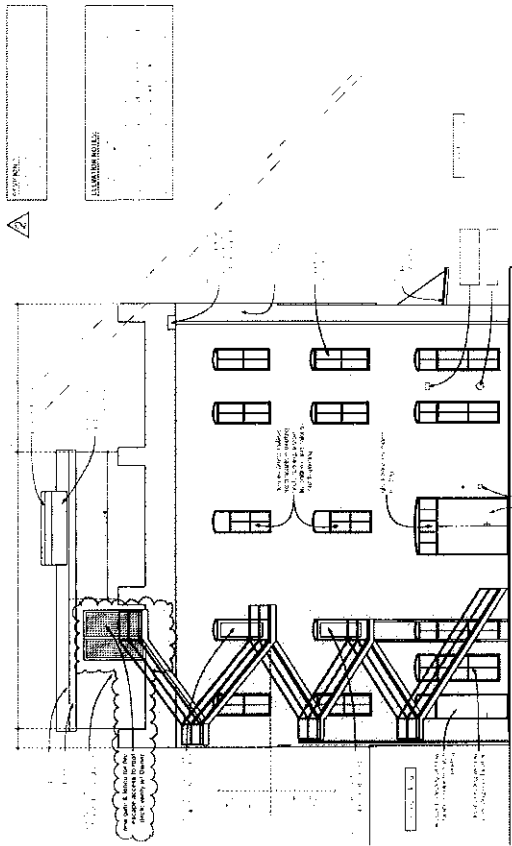
119 Lockhart

119 Lockhart

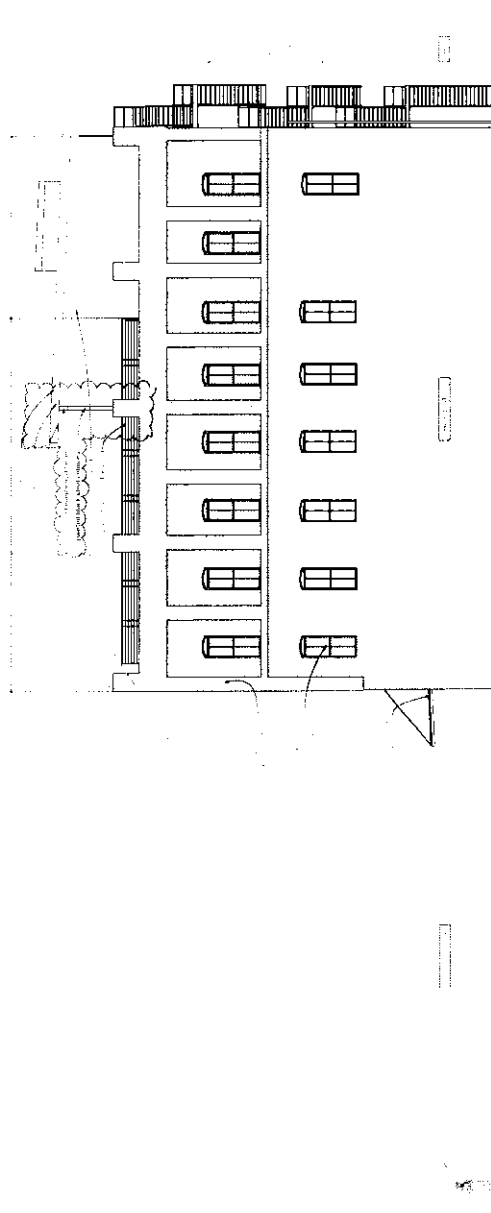
119 Lockhart



2X



1



2

PERMIT SET



119 Lockhart

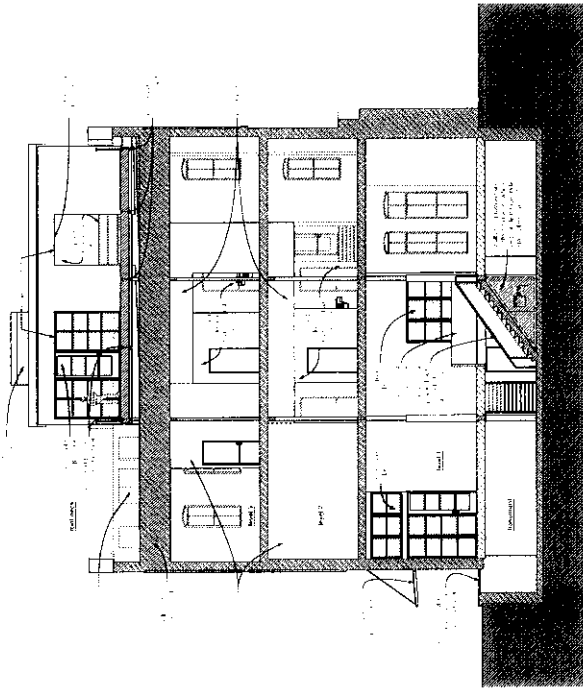


print set

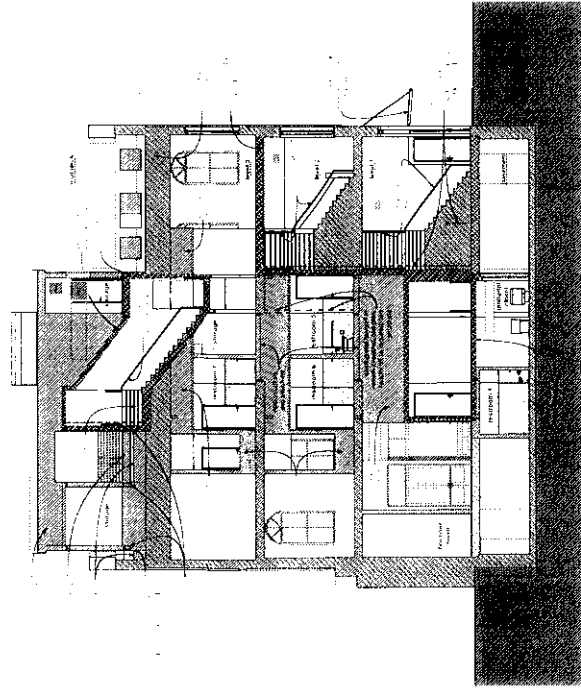
elevation

A2.2

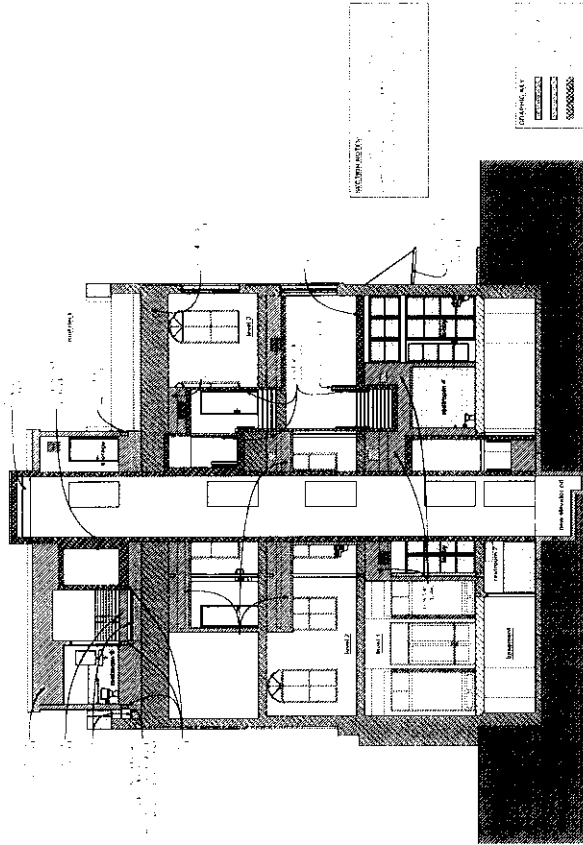
24



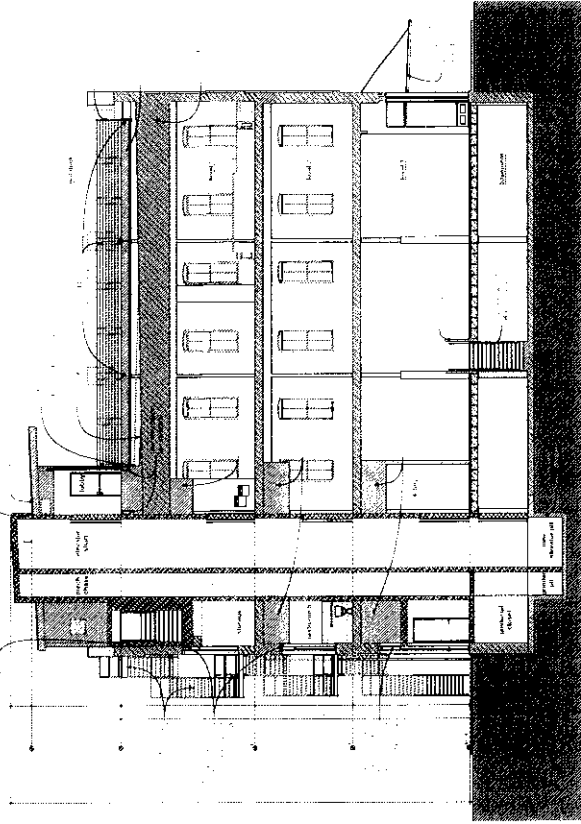
1 Section 1 - AV, Elevator to River wall



2 Section 2 - AV, stairs to North rim



3 Section 3 - AV, Elevator to



4 Section 4 - AV, stairs to North rim

PERMIT SET

FURMAN + KEIL
ARCHITECTS

119 Lockhart



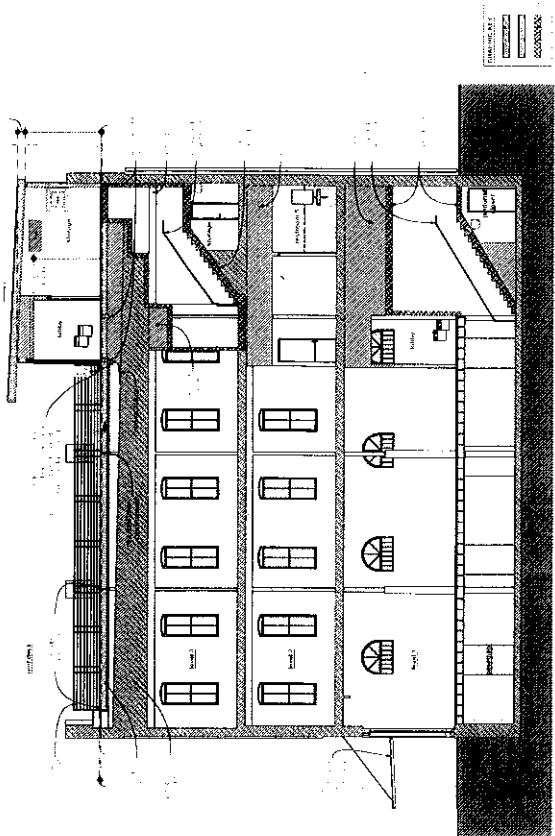
119 Lockhart

SECTION

SECTION

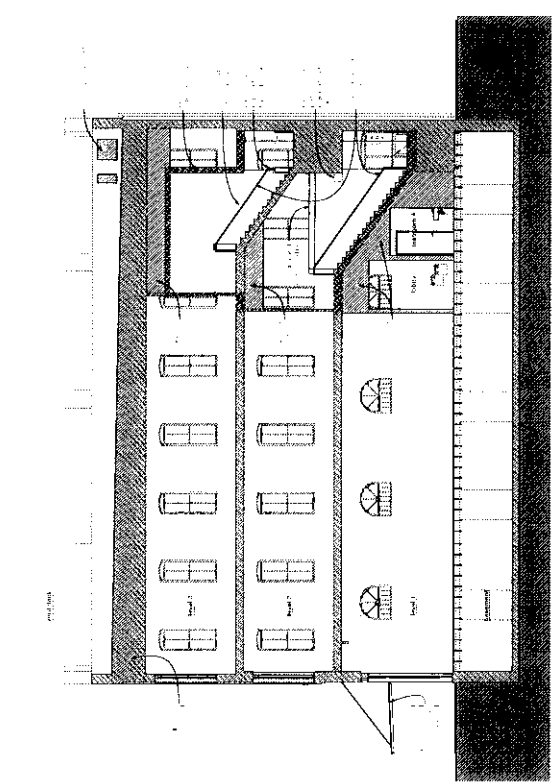
A3.1

24



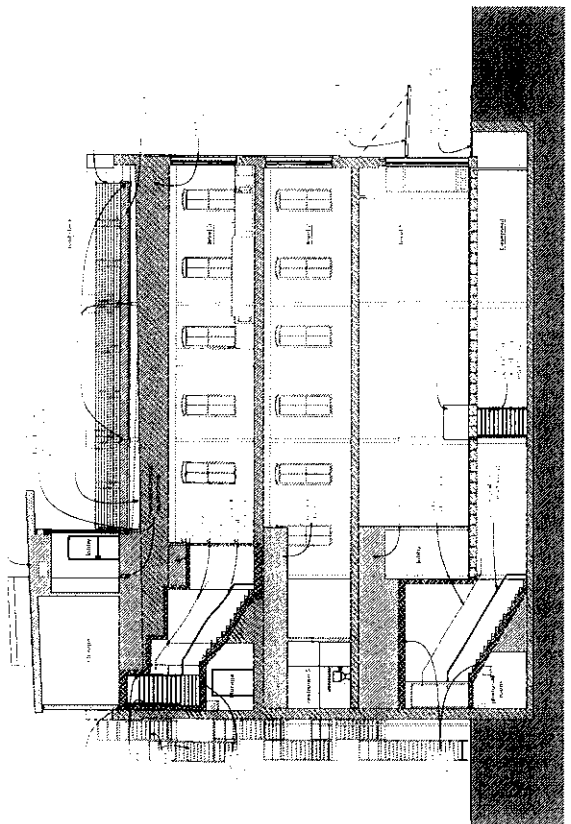
2

SECTION N-S, stair at Level 1, A Deckward



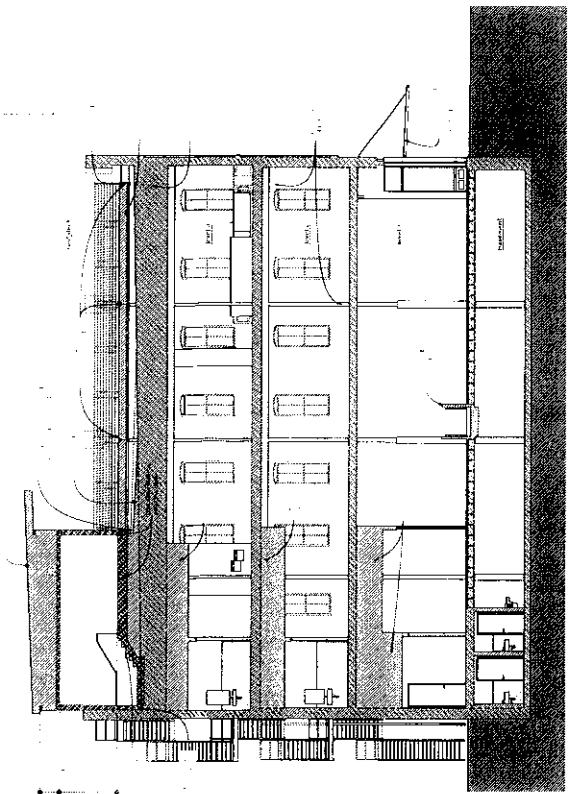
1

SECTION N-S, stair at Level 2, A Deckward



3

SECTION N-S, stair at Level 3



4

SECTION N-S, stair at Level 4, B Deckward

PERMIT SET



119 Lockhart



SECTION

A3.2

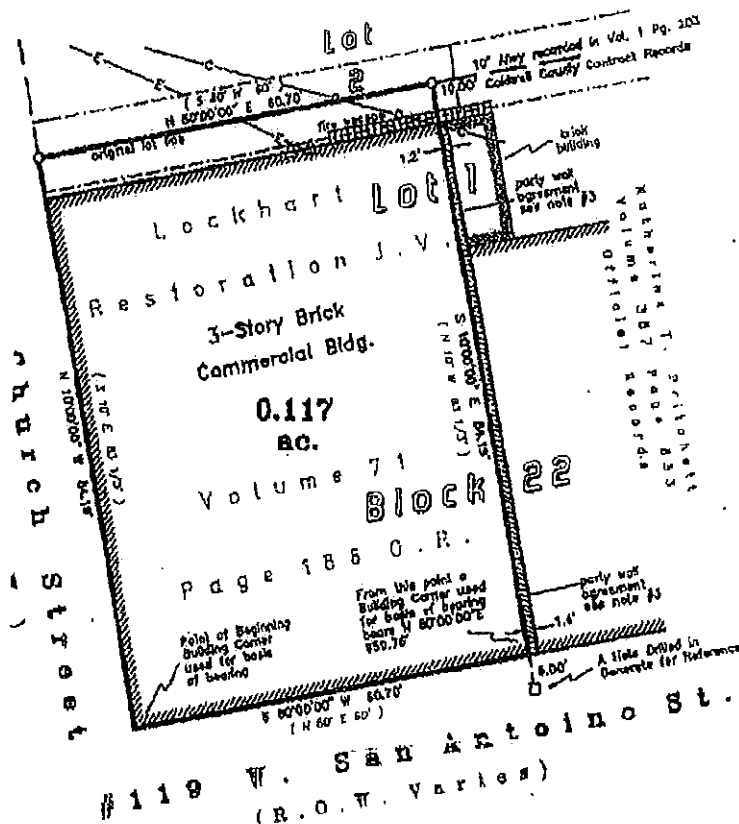
#3

CITY OF LOCKHART CALDWELL COUNTY, TEXAS Original Town of Lockhart Part of Lot 1 in Block 22

16
Jeff C. Jorgensen
S: 119 W. San Antonio Street
Lockhart, Texas 78844



Scale 1"=20'

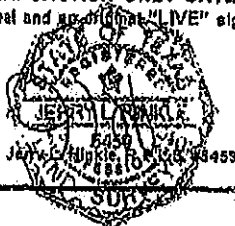


General Notes

- 1) THIS SURVEY IS FOR USE WITH THIS ONE TRANSACTION ONLY.
- 2) FLOOD ZONES SHOWN ARE APPROXIMATE AND CREATE NO LIABILITY ON THE PART OF THE SURVEYOR. The property shown lies in Flood Zone "X" according to FEMA Panel #480095-0002-Q dated January 17, 1991. Flood Zone "X" is determined to be outside the 500-year floodplain. No special flood hazards according to FEMA Panel mentioned herein. WARNING: This flood statement, as determined by a H.U.D. - F.I.A. FLOOD HAZARD BOUNDARY MAP, DOES NOT IMPLY that the Property or the improvements thereon will be free from Flooding or Flood Damage. On rare occasions, Greater Floods Can and Will Occur, and Flood Heights may be increased by Man-Made or Natural Causes.
- 3) Terms, conditions and stipulations of party wall agreement recorded in Vol. 406 Pg. 315, Caldwell County Deed Records, does apply.

SURVEY PLAT

Lot 1 in Block 22 of the ORIGINAL TOWN OF LOCKHART, according to the map or plat in Volume Q Page 507 of the Deed Records of Caldwell County, Texas and the found situated thereon. I do hereby certify to JEFF C. JORGENSEN, that (1) the a true and correct representation of a survey made on the ground under my direct February 21, 2007, (2) I have shown or noted all recorded easements or right of way report, G.P. #0702016, and shown all observable evidence of easements on the e no encroachments, protrusions, conflicts nor any shortages in area nor boundary hereon. **THIS SURVEY IS CERTIFIED AND ITS CONTENTS GUARANTEED** / **THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints and Surveyor's seal and an original "LIVE" signature should be considered official / the user.



P. 2001

LEGEND

- CUPPED 1/2" IRON PIN TO NE SET
- △ ELECTRO METERS
- HOLE DRILLED IN CONCRETE
- X- OVERHEAD ELECTRIC LINE
- O- OVERHEAD CABLE LINE
- (---) ORIGINAL DEEDED CILLS
- ////// BUILDING WALL
- UNLESS OTHERWISE NOTED

Field Book d.g.	Drawn by JH '83
Job No. 070221	Drawings: 070221.dwg
Date: February 21, 2007	Word Data: Begin 020107
Surveyed by: JH JCH	Autocad Date: Begin 020107

Claude Hinkle Surveyors
P. O. Box 1027
Lockhart, Texas 78844
(512) 398-2000

DATE: *[Signature]*
The attached survey plat has been reviewed by the undersigned and conditions shown thereby noted and accepted.

#4

TAX RECEIPT

08/13/2025 01:57PM

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

Receipt Number

1236514

Date Posted 05/21/2025
Payment Type P
Payment Code Full
Total Paid \$31,167.04

PAID BY:

WAFD BANK
425 PIKE ST
SEATTLE, WA 98101

Property ID	Geo	Legal Acres	Owner Name and Address									
16960	0300000-022-001-40	0.0000	GLORIA GROUP PARTNERS LP 2823 HANCOCK DR AUSTIN, TX 78731-5012									
Legal Description												
O.T. LOCKHART, BLOCK 22, LOT PT 1												
Situs	DBA Name											
119 W SAN ANTONIO ST, LOCKHART, TX 78644												
Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd	
Lockhart ISD	2024	0.95460	1,356.820	117182	N	12,952.21	0.00	1,683.79	0.00	0.00	14,636.00	
City of Lockhart	2024	0.50930	1,356.820	117182	N	6,910.29	0.00	898.34	0.00	0.00	7,808.63	
Caldwell County	2024	0.43900	1,356.820	117182	N	5,956.14	0.00	774.34	0.00	0.00	6,730.78	
Caldwell County												
ESD #5	2024	0.10000	1,356.820	117182	N	1,356.82	0.00	176.38	0.00	0.00	1,533.20	
Plum Creek												
Underground Water	2024	0.01580	1,356.820	117182	N	214.36	0.00	27.87	0.00	0.00	242.25	
Plum Creek												
Conservation												
District	2024	0.01400	1,356.820	117182	N	189.95	0.00	24.70	0.00	0.00	214.65	
Farm to Market												
Road	2024	0.00010	1,356.820	117182	N	1.36	0.00	0.17	0.00	0.00	1.53	
											31,167.04	
Balance Due As Of 05/21/2025: .00												

Operator Batch
ANDREANNAB1040 (05152025AB)

Total Paid
31,167.04

Caldwell CAD Property Search

Property Details

Account

Property ID: 16960 **Geographic ID:** 0300000-022-001-40

Type: R **Zoning:** HD & CCB

Property Use:

Location

Situs Address: 119 W SAN ANTONIO ST LOCKHART, TX 78644

Map ID: 01-801 **Mapsco:**

Legal Description: O.T. LOCKHART, BLOCK 22, LOT PT 1

Abstract/Subdivision: SLKT

Neighborhood: (1603) LOCKHART COMMERCIAL DOWNTOWN SURROUNDING SQUARE

Owner

Owner ID: 235776

Name: GLORIA GROUP PARTNERS LP

Agent: NASSOUR PROPERTY TAX CONSULTING LLC

Mailing Address: 2823 HANCOCK DR
AUSTIN, TX 78731-5012

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value: \$0 (+)

Improvement Non-Homesite Value: \$1,729,449 (+)

Land Homesite Value: \$0 (+)

Land Non-Homesite Value: \$76,188 (+)

Agricultural Market Valuation: \$0 (+)

Market Value: \$1,805,637 (=)

Agricultural Value Loss: \$0 (-)

Appraised Value: \$1,805,637 (=)

HS Cap Loss: \$0 (-)

Circuit Breaker: \$177,453 (-)

Assessed Value:

\$1,628,184

Ag Use Value:

\$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: GLORIA GROUP PARTNERS LP **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax
CESD5	Caldwell County ESD #5	0.100000	\$1,805,637	\$1,628,184	\$1,628.18
CLH	City of Lockhart	0.509300	\$1,805,637	\$1,628,184	\$8,292.34
FTM	Farm to Market Road	0.000100	\$1,805,637	\$1,628,184	\$1.63
GCA	Caldwell County	0.439000	\$1,805,637	\$1,628,184	\$7,147.73
JACC	ACC College	0.101300	\$1,805,637	\$1,628,184	\$1,649.35
SLH	Lockhart ISD	0.954600	\$1,805,637	\$1,628,184	\$15,542.64
WPC	Plum Creek Conservation District	0.014000	\$1,805,637	\$1,628,184	\$227.95
WUG	Plum Creek Underground Water	0.015800	\$1,805,637	\$1,628,184	\$257.25

Total Tax Rate: 2.134100

Estimated Taxes With Exemptions: \$34,747.07

Estimated Taxes Without Exemptions: \$38,534.11

Property Improvement - Building

Type: COMMERCIAL **Living Area:** 14391.0 sqft **Value:** \$1,935,390

Type	Description	Class CD	Year Built	SQFT
MA	MAIN AREA	CG4	1900	4797
MA2	MAIN AREA SECOND FLOOR (88% OF MAIN AREA)	*	0	4797
MA	MAIN AREA	R8	1900	4797
BF	BASEMENT FINISHED	*	0	1722
BF	BASEMENT FINISHED	*	0	3075
WD	WOOD DECK	*	2008	600
DSTG	DETACHED STORAGE/UTILITY	SF3	2016	240

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
C	COMMERCIAL	0.00	4,999.00	60.00	83.33	\$85,260	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2025	\$1,729,449	\$76,188	\$0	\$1,805,637	\$0	\$1,628,184
2024	\$1,300,000	\$56,820	\$0	\$1,356,820	\$0	\$1,356,820
2023	\$1,125,259	\$44,936	\$0	\$1,170,195	\$0	\$1,170,195
2022	\$1,246,120	\$55,740	\$0	\$1,301,860	\$0	\$1,301,860
2021	\$905,850	\$39,870	\$0	\$945,720	\$0	\$945,720
2020	\$846,620	\$39,870	\$0	\$886,490	\$0	\$886,490
2019	\$793,720	\$37,970	\$0	\$831,690	\$0	\$831,690
2018	\$727,560	\$37,970	\$0	\$765,530	\$0	\$765,530
2017	\$696,470	\$36,890	\$0	\$733,360	\$0	\$733,360

Property Deed History

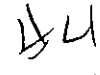
Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
3/23/2022	WD/VL	WARRANTY DEED WITH VENDORS LIEN	119 W SAN ANTONIO STREET LLC	GLORIA GROUP PARTNERS LP			2022- 002411
4/15/2016	WD	WARRANTY DEED	MINGEA ROBERT M III &	119 W SAN ANTONIO STREET LLC			2016- 001886
3/22/2012	WD/VL	WARRANTY DEED WITH VENDORS LIEN	JORGENSEN JEFF C	MINGEA ROBERT M III &			122525

Estimated Tax Due

If Paid: 08/14/2025



Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	Attorney Fees	Amount Due
2024	Caldwell County ESD #5	\$1,356,820	\$1,356.82	\$1,356.82	\$0.00	\$0.00	\$0.00	\$0.00
2024	City of Lockhart	\$1,356,820	\$6,910.29	\$6,910.29	\$0.00	\$0.00	\$0.00	\$0.00
2024	Farm to Market Road	\$1,356,820	\$1.36	\$1.36	\$0.00	\$0.00	\$0.00	\$0.00
2024	Caldwell County	\$1,356,820	\$5,956.44	\$5,956.44	\$0.00	\$0.00	\$0.00	\$0.00
2024	Lockhart ISD	\$1,356,820	\$12,952.21	\$12,952.21	\$0.00	\$0.00	\$0.00	\$0.00
2024	Plum Creek Conservation District	\$1,356,820	\$189.95	\$189.95	\$0.00	\$0.00	\$0.00	\$0.00
2024	Plum Creek Underground Water	\$1,356,820	\$214.38	\$214.38	\$0.00	\$0.00	\$0.00	\$0.00
	2024 Total:		\$27,581.45	\$27,581.45	\$0.00	\$0.00	\$0.00	\$0.00
2023	City of Lockhart	\$1,170,195	\$6,258.21	\$6,258.21	\$0.00	\$0.00	\$0.00	\$0.00
2023	Farm to Market Road	\$1,170,195	\$1.17	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00
2023	Caldwell County	\$1,170,195	\$5,489.39	\$5,489.39	\$0.00	\$0.00	\$0.00	\$0.00
2023	Lockhart ISD	\$1,170,195	\$11,197.59	\$11,197.59	\$0.00	\$0.00	\$0.00	\$0.00
2023	Plum Creek Conservation District	\$1,170,195	\$169.68	\$169.68	\$0.00	\$0.00	\$0.00	\$0.00
2023	Plum Creek Underground Water	\$1,170,195	\$174.36	\$174.36	\$0.00	\$0.00	\$0.00	\$0.00
	2023 Total:		\$23,290.40	\$23,290.40	\$0.00	\$0.00	\$0.00	\$0.00
2022	City of Lockhart	\$1,301,860	\$7,818.97	\$7,818.97	\$0.00	\$0.00	\$0.00	\$0.00
2022	Farm to Market Road	\$1,301,860	\$1.30	\$1.30	\$0.00	\$0.00	\$0.00	\$0.00
2022	Caldwell County	\$1,301,860	\$7,200.59	\$7,200.59	\$0.00	\$0.00	\$0.00	\$0.00
2022	Lockhart ISD	\$1,301,860	\$14,480.59	\$14,480.59	\$0.00	\$0.00	\$0.00	\$0.00



2022	Plum Creek Conservation District	\$1,301,860	\$210.90	\$210.90	\$0.00	\$0.00	\$0.00	\$0.00
2022	Plum Creek Underground Water	\$1,301,860	\$207.00	\$207.00	\$0.00	\$0.00	\$0.00	\$0.00
	2022 Total:		\$29,919.35	\$29,919.35	\$0.00	\$0.00	\$0.00	\$0.00
2021	City of Lockhart	\$945,720	\$6,009.11	\$6,009.11	\$0.00	\$0.00	\$0.00	\$0.00
2021	Farm to Market Road	\$945,720	\$0.95	\$0.95	\$0.00	\$0.00	\$0.00	\$0.00
2021	Caldwell County	\$945,720	\$6,353.35	\$6,353.35	\$0.00	\$0.00	\$0.00	\$0.00
2021	Lockhart ISD	\$945,720	\$10,683.80	\$10,683.80	\$0.00	\$0.00	\$0.00	\$0.00
2021	Plum Creek Conservation District	\$945,720	\$193.87	\$193.87	\$0.00	\$0.00	\$0.00	\$0.00
2021	Plum Creek Underground Water	\$945,720	\$196.71	\$196.71	\$0.00	\$0.00	\$0.00	\$0.00
	2021 Total:		\$23,437.79	\$23,437.79	\$0.00	\$0.00	\$0.00	\$0.00
2020	City of Lockhart	\$886,490	\$5,632.76	\$5,632.76	\$0.00	\$0.00	\$0.00	\$0.00
2020	Farm to Market Road	\$886,490	\$0.89	\$0.89	\$0.00	\$0.00	\$0.00	\$0.00
2020	Caldwell County	\$886,490	\$6,252.41	\$6,252.41	\$0.00	\$0.00	\$0.00	\$0.00
2020	Lockhart ISD	\$886,490	\$10,346.22	\$10,346.22	\$0.00	\$0.00	\$0.00	\$0.00
2020	Plum Creek Conservation District	\$886,490	\$193.25	\$193.25	\$0.00	\$0.00	\$0.00	\$0.00
2020	Plum Creek Underground Water	\$886,490	\$191.48	\$191.48	\$0.00	\$0.00	\$0.00	\$0.00
	2020 Total:		\$22,617.01	\$22,617.01	\$0.00	\$0.00	\$0.00	\$0.00
2019	City of Lockhart	\$831,690	\$5,690.43	\$5,690.43	\$0.00	\$0.00	\$0.00	\$0.00
2019	Farm to Market Road	\$831,690	\$0.83	\$0.83	\$0.00	\$0.00	\$0.00	\$0.00
2019	Caldwell County	\$831,690	\$6,179.46	\$6,179.46	\$0.00	\$0.00	\$0.00	\$0.00
2019	Lockhart ISD	\$831,690	\$10,498.92	\$10,498.92	\$0.00	\$0.00	\$0.00	\$0.00

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2019	Plum Creek Conservation District	\$831,690	\$187.13	\$187.13	\$0.00	\$0.00	\$0.00	\$0.00
2019	Plum Creek Underground Water	\$831,690	\$172.16	\$172.16	\$0.00	\$0.00	\$0.00	\$0.00
	2019 Total:		\$22,728.93	\$22,728.93	\$0.00	\$0.00	\$0.00	\$0.00
2018	City of Lockhart	\$765,530	\$5,440.62	\$5,440.62	\$0.00	\$0.00	\$0.00	\$0.00
2018	Farm to Market Road	\$765,530	\$0.77	\$0.77	\$0.00	\$0.00	\$0.00	\$0.00
2018	Caldwell County	\$765,530	\$5,934.38	\$5,934.38	\$0.00	\$0.00	\$0.00	\$0.00
2018	Lockhart ISD	\$765,530	\$10,199.61	\$10,199.61	\$0.00	\$0.00	\$0.00	\$0.00
2018	Plum Creek Conservation District	\$765,530	\$177.60	\$177.60	\$0.00	\$0.00	\$0.00	\$0.00
2018	Plum Creek Underground Water	\$765,530	\$163.82	\$163.82	\$0.00	\$0.00	\$0.00	\$0.00
	2018 Total:		\$21,916.80	\$21,916.80	\$0.00	\$0.00	\$0.00	\$0.00
2017	City of Lockhart	\$733,360	\$5,324.19	\$5,324.19	\$0.00	\$0.00	\$0.00	\$0.00
2017	Farm to Market Road	\$733,360	\$0.73	\$0.73	\$0.00	\$0.00	\$0.00	\$0.00
2017	Caldwell County	\$733,360	\$5,685.00	\$5,685.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	Lockhart ISD	\$733,360	\$9,770.99	\$9,770.99	\$0.00	\$0.00	\$0.00	\$0.00
2017	Plum Creek Conservation District	\$733,360	\$170.14	\$170.14	\$0.00	\$0.00	\$0.00	\$0.00
2017	Plum Creek Underground Water	\$733,360	\$156.94	\$156.94	\$0.00	\$0.00	\$0.00	\$0.00
	2017 Total:		\$21,107.99	\$21,107.99	\$0.00	\$0.00	\$0.00	\$0.00
2016	City of Lockhart	\$571,040	\$4,187.43	\$4,187.43	\$0.00	\$0.00	\$0.00	\$0.00
2016	Farm to Market Road	\$571,040	\$0.57	\$0.57	\$0.00	\$0.00	\$0.00	\$0.00
2016	Caldwell County	\$571,040	\$4,426.70	\$4,426.70	\$0.00	\$0.00	\$0.00	\$0.00
2016	Lockhart ISD	\$571,040	\$7,608.31	\$7,608.31	\$0.00	\$0.00	\$0.00	\$0.00



2016	Plum Creek Conservation District	\$571,040	\$131.34	\$131.34	\$0.00	\$0.00	\$0.00	\$0.00
2016	Plum Creek Underground Water	\$571,040	\$122.77	\$122.77	\$0.00	\$0.00	\$0.00	\$0.00
	2016 Total:		\$16,477.12	\$16,477.12	\$0.00	\$0.00	\$0.00	\$0.00
2015	City of Lockhart	\$575,070	\$4,216.99	\$4,216.99	\$0.00	\$0.00	\$0.00	\$0.00
2015	Farm to Market Road	\$575,070	\$0.58	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00
2015	Caldwell County	\$575,070	\$4,125.55	\$4,125.55	\$0.00	\$0.00	\$0.00	\$0.00
2015	Lockhart ISD	\$575,070	\$7,651.31	\$7,651.31	\$0.00	\$0.00	\$0.00	\$0.00
2015	Plum Creek Conservation District	\$575,070	\$129.39	\$129.39	\$0.00	\$0.00	\$0.00	\$0.00
2015	Plum Creek Underground Water	\$575,070	\$123.64	\$123.64	\$0.00	\$0.00	\$0.00	\$0.00
	2015 Total:		\$16,247.46	\$16,247.46	\$0.00	\$0.00	\$0.00	\$0.00
2014	City of Lockhart	\$575,110	\$4,156.32	\$4,156.32	\$0.00	\$0.00	\$0.00	\$0.00
2014	Farm to Market Road	\$575,110	\$0.58	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00
2014	Caldwell County	\$575,110	\$3,971.13	\$3,971.13	\$0.00	\$0.00	\$0.00	\$0.00
2014	Lockhart ISD	\$575,110	\$8,218.89	\$8,218.89	\$0.00	\$0.00	\$0.00	\$0.00
2014	Plum Creek Conservation District	\$575,110	\$126.52	\$126.52	\$0.00	\$0.00	\$0.00	\$0.00
2014	Plum Creek Underground Water	\$575,110	\$126.52	\$126.52	\$0.00	\$0.00	\$0.00	\$0.00
	2014 Total:		\$16,599.96	\$16,599.96	\$0.00	\$0.00	\$0.00	\$0.00
2013	City of Lockhart	\$559,980	\$4,046.98	\$4,046.98	\$0.00	\$0.00	\$0.00	\$0.00
2013	Farm to Market Road	\$559,980	\$0.56	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00
2013	Caldwell County	\$559,980	\$3,867.23	\$3,867.23	\$0.00	\$0.00	\$0.00	\$0.00
2013	Lockhart ISD	\$559,980	\$6,604.96	\$6,604.96	\$0.00	\$0.00	\$0.00	\$0.00



2013	Plum Creek Conservation District	\$559,980	\$123.20	\$123.20	\$0.00	\$0.00	\$0.00	\$0.00
2013	Plum Creek Underground Water	\$559,980	\$123.20	\$123.20	\$0.00	\$0.00	\$0.00	\$0.00
	2013 Total:		\$14,766.13	\$14,766.13	\$0.00	\$0.00	\$0.00	\$0.00
2012	City of Lockhart	\$479,550	\$3,465.71	\$3,465.71	\$0.00	\$0.00	\$0.00	\$0.00
2012	Farm to Market Road	\$479,550	\$0.48	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00
2012	Caldwell County	\$479,550	\$3,312.25	\$3,312.25	\$0.00	\$0.00	\$0.00	\$0.00
2012	Lockhart ISD	\$479,550	\$5,691.30	\$5,691.30	\$0.00	\$0.00	\$0.00	\$0.00
2012	Plum Creek Conservation District	\$479,550	\$100.71	\$100.71	\$0.00	\$0.00	\$0.00	\$0.00
2012	Plum Creek Underground Water	\$479,550	\$100.71	\$100.71	\$0.00	\$0.00	\$0.00	\$0.00
	2012 Total:		\$12,671.16	\$12,671.16	\$0.00	\$0.00	\$0.00	\$0.00
2011	City of Lockhart	\$435,430	\$3,147.28	\$3,147.28	\$0.00	\$0.00	\$0.00	\$0.00
2011	Farm to Market Road	\$435,430	\$0.44	\$0.44	\$0.00	\$0.00	\$0.00	\$0.00
2011	Caldwell County	\$435,430	\$3,007.95	\$3,007.95	\$0.00	\$0.00	\$0.00	\$0.00
2011	Lockhart ISD	\$435,430	\$5,173.78	\$5,173.78	\$0.00	\$0.00	\$0.00	\$0.00
2011	Plum Creek Conservation District	\$435,430	\$87.09	\$87.09	\$0.00	\$0.00	\$0.00	\$0.00
2011	Plum Creek Underground Water	\$435,430	\$87.09	\$87.09	\$0.00	\$0.00	\$0.00	\$0.00
	2011 Total:		\$11,503.63	\$11,503.63	\$0.00	\$0.00	\$0.00	\$0.00
2010	City of Lockhart	\$435,590	\$3,176.32	\$3,176.32	\$0.00	\$0.00	\$0.00	\$0.00
2010	Farm to Market Road	\$435,590	\$0.44	\$0.44	\$0.00	\$0.00	\$0.00	\$0.00
2010	Caldwell County	\$435,590	\$3,009.49	\$3,009.49	\$0.00	\$0.00	\$0.00	\$0.00
2010	Lockhart ISD	\$435,590	\$5,204.43	\$5,204.43	\$0.00	\$0.00	\$0.00	\$0.00

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2010	Plum Creek Conservation District	\$435,590	\$84.94	\$84.94	\$0.00	\$0.00	\$0.00	\$0.00
2010	Plum Creek Underground Water	\$435,590	\$84.94	\$84.94	\$0.00	\$0.00	\$0.00	\$0.00
	2010 Total:		\$11,560.56	\$11,560.56	\$0.00	\$0.00	\$0.00	\$0.00
2009	City of Lockhart	\$377,660	\$2,677.61	\$2,677.61	\$0.00	\$0.00	\$0.00	\$0.00
2009	Farm to Market Road	\$377,660	\$0.76	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00
2009	Caldwell County	\$377,660	\$2,608.88	\$2,608.88	\$0.00	\$0.00	\$0.00	\$0.00
2009	Lockhart ISD	\$377,660	\$4,645.21	\$4,645.21	\$0.00	\$0.00	\$0.00	\$0.00
2009	Plum Creek Conservation District	\$377,660	\$69.87	\$69.87	\$0.00	\$0.00	\$0.00	\$0.00
2009	Plum Creek Underground Water	\$377,660	\$69.87	\$69.87	\$0.00	\$0.00	\$0.00	\$0.00
	2009 Total:		\$10,072.20	\$10,072.20	\$0.00	\$0.00	\$0.00	\$0.00
2008	City of Lockhart	\$300,440	\$2,130.12	\$2,130.12	\$0.00	\$0.00	\$0.00	\$0.00
2008	Farm to Market Road	\$300,440	\$0.90	\$0.90	\$0.00	\$0.00	\$0.00	\$0.00
2008	Caldwell County	\$300,440	\$2,075.14	\$2,075.14	\$0.00	\$0.00	\$0.00	\$0.00
2008	Lockhart ISD	\$300,440	\$3,672.88	\$3,672.88	\$0.00	\$0.00	\$0.00	\$0.00
2008	Plum Creek Conservation District	\$300,440	\$54.08	\$54.08	\$0.00	\$0.00	\$0.00	\$0.00
2008	Plum Creek Underground Water	\$300,440	\$54.08	\$54.08	\$0.00	\$0.00	\$0.00	\$0.00
	2008 Total:		\$7,987.20	\$7,987.20	\$0.00	\$0.00	\$0.00	\$0.00
2007	City of Lockhart	\$283,400	\$2,004.77	\$2,004.77	\$0.00	\$0.00	\$0.00	\$0.00
2007	Farm to Market Road	\$283,400	\$1.13	\$1.13	\$0.00	\$0.00	\$0.00	\$0.00
2007	Caldwell County	\$283,400	\$1,936.47	\$1,936.47	\$0.00	\$0.00	\$0.00	\$0.00
2007	Lockhart ISD	\$283,400	\$3,406.47	\$3,406.47	\$0.00	\$0.00	\$0.00	\$0.00



2007	Plum Creek Conservation District	\$283,400	\$50.45	\$50.45	\$0.00	\$0.00	\$0.00	\$0.00
2007	Plum Creek Underground Water	\$283,400	\$51.01	\$51.01	\$0.00	\$0.00	\$0.00	\$0.00
	2007 Total:		\$7,450.30	\$7,450.30	\$0.00	\$0.00	\$0.00	\$0.00
2006	City of Lockhart	\$283,400	\$1,799.59	\$1,799.59	\$0.00	\$0.00	\$0.00	\$0.00
2006	Farm to Market Road	\$283,400	\$1.42	\$1.42	\$0.00	\$0.00	\$0.00	\$0.00
2006	Caldwell County	\$283,400	\$1,822.83	\$1,822.83	\$0.00	\$0.00	\$0.00	\$0.00
2006	Lockhart ISD	\$283,400	\$4,364.36	\$4,364.36	\$0.00	\$0.00	\$0.00	\$0.00
2006	Plum Creek Conservation District	\$283,400	\$48.74	\$48.74	\$0.00	\$0.00	\$0.00	\$0.00
2006	Plum Creek Underground Water	\$283,400	\$49.60	\$49.60	\$0.00	\$0.00	\$0.00	\$0.00
	2006 Total:		\$8,086.54	\$8,086.54	\$0.00	\$0.00	\$0.00	\$0.00
2005	City of Lockhart	\$140,670	\$865.12	\$865.12	\$0.00	\$0.00	\$0.00	\$0.00
2005	Farm to Market Road	\$140,670	\$0.84	\$0.84	\$0.00	\$0.00	\$0.00	\$0.00
2005	Caldwell County	\$140,670	\$884.96	\$884.96	\$0.00	\$0.00	\$0.00	\$0.00
2005	Lockhart ISD	\$140,670	\$2,377.32	\$2,377.32	\$0.00	\$0.00	\$0.00	\$0.00
2005	Plum Creek Conservation District	\$140,670	\$24.20	\$24.20	\$0.00	\$0.00	\$0.00	\$0.00
2005	Plum Creek Underground Water	\$140,670	\$26.59	\$26.59	\$0.00	\$0.00	\$0.00	\$0.00
	2005 Total:		\$4,179.03	\$4,179.03	\$0.00	\$0.00	\$0.00	\$0.00
2004	City of Lockhart	\$143,420	\$817.49	\$817.49	\$0.00	\$0.00	\$0.00	\$0.00
2004	Farm to Market Road	\$143,420	\$1.00	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00
2004	Caldwell County	\$143,420	\$858.37	\$858.37	\$0.00	\$0.00	\$0.00	\$0.00
2004	Lockhart ISD	\$143,420	\$2,278.51	\$2,278.51	\$0.00	\$0.00	\$0.00	\$0.00

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2004	Plum Creek Conservation District	\$143,420	\$23.66	\$23.66	\$0.00	\$0.00	\$0.00	\$0.00
2004	Plum Creek Underground Water	\$143,420	\$27.11	\$27.11	\$0.00	\$0.00	\$0.00	\$0.00
	2004 Total:		\$4,006.14	\$4,006.14	\$0.00	\$0.00	\$0.00	\$0.00
2003	City of Lockhart	\$144,040	\$801.73	\$801.73	\$0.00	\$0.00	\$0.00	\$0.00
2003	Farm to Market Road	\$144,040	\$1.15	\$1.15	\$0.00	\$0.00	\$0.00	\$0.00
2003	Caldwell County	\$144,040	\$816.13	\$816.13	\$0.00	\$0.00	\$0.00	\$0.00
2003	Lockhart ISD	\$144,040	\$2,110.76	\$2,110.76	\$0.00	\$0.00	\$0.00	\$0.00
2003	Plum Creek Conservation District	\$144,040	\$25.21	\$25.21	\$0.00	\$0.00	\$0.00	\$0.00
2003	Plum Creek Underground Water	\$144,040	\$28.81	\$28.81	\$0.00	\$0.00	\$0.00	\$0.00
	2003 Total:		\$3,783.79	\$3,783.79	\$0.00	\$0.00	\$0.00	\$0.00
2002	City of Lockhart	\$139,080	\$718.49	\$718.49	\$0.00	\$0.00	\$0.00	\$0.00
2002	Farm to Market Road	\$139,080	\$1.25	\$1.25	\$0.00	\$0.00	\$0.00	\$0.00
2002	Caldwell County	\$139,080	\$751.03	\$751.03	\$0.00	\$0.00	\$0.00	\$0.00
2002	Lockhart ISD	\$139,080	\$2,001.50	\$2,001.50	\$0.00	\$0.00	\$0.00	\$0.00
2002	Plum Creek Conservation District	\$139,080	\$24.34	\$24.34	\$0.00	\$0.00	\$0.00	\$0.00
	2002 Total:		\$3,496.61	\$3,496.61	\$0.00	\$0.00	\$0.00	\$0.00

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Biller	Cost	Item
DKM Fabrication LLC	\$202,905.00	Roof structure
Techline Construction	\$ 27,760.96	Poles and Transformer
Capitol Sprinkler and Fire Systems	\$ 153,453.00	Sprinkler system
Kidd Roofing	\$ 96,423.69	Roof
Creative Electrical Solutions	\$ 1,440.00	Electical demolition
Durango Doors	\$ 99,880.00	Storefront windows
Vinco Construction	\$ 58,880.00	Water and Fire Line Improvements
Optomax Electric	\$ 314,583.84	Electric
Otis Elevator Company	\$ 136,788.00	Elevator
Otis Elevator Change orders	\$28,500.00	Elevator
Plumbing - Labor	\$115,000.00	Plumbing
Ferguson	\$22,619.48	Plumbing fixtures
City Electric Supply	\$ 50,436.79	Electric/ Elevator related
Furman + Keil Architects	\$ 168,558.44	Architectural services
City of Lockhart	\$ 18,425.00	Electric
Dayton Air	\$217,143.50	HVAC Systems
Cap Consulting	\$53,000	MEP Engineering
Holl-Pack Engineering	\$62,000.00	Structural amd MEP Engineering
Ku and Associates	\$5,000	Civil Engineering
Labor	\$216,000.00	Labor
Dumpster pick up	\$19,200.00	Trash
United Rental / Sun State Equip	\$15,300.00	Equiptment rental
SSS Steel	\$58,285.00	Steel
Ricardo Steel	\$75,000.00	Welder
Mc Elroy metal	\$23,530.00	Siding
Marsh Insurance	\$28,349.00	Insurance
Presicion Glass	\$14,780.90	Glass
Binswanger Glass	\$10,350.00	Glass
Colin Strickland	\$55,000.00	Demo
Elevator Shaft	\$45,000	Elevator Shaft
Juan Garcia	\$7,000.00	Concrete work
Sheetrock / tape and float/ paint	\$43,000.00	Sheetrock / tape and float / paint
 Subtotal	 \$2,443,592.60	
Contractor Fee 10%	\$244,359.26	
 Total	 \$2,687,951.86	
Fee 0.015%	\$4,031.92	
 Future expenses to finish the project	 \$100,000.00	
Contractor fee 10%	\$10,000.00	
 Total cost	 \$2,801,983.78	

DIVISION 2. TAX ABATEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Code 1982, § 12.5-21; Ord. No. 93-19, pt. 21, 9-21-93; Ord. No. 2017-03, § I, 2-7-17; Ord. No. 2025-08, § 2, 4-15-25)

Sec. 28-22. Application for tax abatement.

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

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

- (9) Include a detailed statement of the current and proposed use and zoning for the property;
- (10) Provide any additional information to the commission which the owner deems relevant or useful, such as the history of the structure; and
- (11) Processing and appraisal fees may be required by the city at the time of application.

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

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

Sec. 28-23. Certification for tax abatement.

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

(Code 1982, § 12.5-23; Ord. No. 93-19, pt. 23, 9-21-93; Ord. No. 2017-03, § I, 2-7-17; Ord. No. 2025-08, § 3, 4-15-25)

Sec. 28-24. Verification for tax abatement.

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

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



Historic Property Preservation Tax Abatement

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

General Information:

- The minimum tax abatement allowed shall be an amount equal to the previous two years of city taxes actually paid on the property.
- The total tax abatement shall not exceed the owner's and/or tenant's total out-of-pocket cost of the improvements.
- The tax abatement applies only to municipal taxes.
- The property owner must be current on property taxes prior to authorization of any tax abatement.
- In addition to the Tax Abatement Application, a Certificate for Alteration Application must be approved by the Historical Preservation Commission, prior to the Commission's approval of the tax abatement.
- The tax abatement may carry with the property.
- Both residential and non-residential properties are eligible.
- www.library.municode.com/tx/lockhart/codes/code_of_ordinances?nodeId=PTIICOOR_C H28HIDILA_S28-20TAABPRHIPR

Process Summary:

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 9, 2025

AGENDA ITEM CAPTION: Discussion and/or action on updated agreement with LCRA and McCoy Tree Service for tree trimming in the right-of-way and utility easements.

ORIGINATING DEPARTMENT AND CONTACT: Electric - Bobby Leos

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: It is recommended that the City continue the tree trimming program with McCoy Tree Surgery (McCoy) in an effort to reduce voltage flicker, outages, losses, and improve public safety and satisfaction. Trees in close contact with power lines and tree limbs falling onto power lines are the most common causes of outages. Downed power lines caused by falling trees are a public safety hazard. Utilities that fail to maintain a tree trimming program frequently experience higher than normal expenses during severe storm conditions, which include overtime, purchase of additional inventory to replace damaged poles, wires and electric equipment. The City's electric utility staff are very satisfied with the work McCoy has completed throughout the city to date.

If approved, staff will coordinate with McCoy to begin pruning in early January 2026. Trimming oak trees during the winter months (December–February) is an industry best practice to mitigate potential causes of Oak Wilt. Staff anticipates funding appropriated in this year's FY 2025-26 budget will continue tree trimming services through April 2025. Prior to trimming, door hangars (in English and Spanish) are left at the residences in the area and provide the name and number of the City's contractor.

McCoy was first awarded a Customer Services Contract with the City for tree trimming services in FY 2019-20 during the March 3rd, 2020 Council meeting. The approved services contract was provided through the Lower Colorado River Authority's (LCRA) competitively procured tree trimming agreement with McCoy Tree Surgery. LCRA advised they rebid the tree trimming agreement in Fall 2024 for a new term and selected McCoy for a renewed agreement.

McCoy Tree Surgery specializes in vegetation management for the electric utility industry. Their pruning methods comply with industry standards for safety and tree care, and are endorsed by the International Society of Arboriculture and Tree Care Ind. Additional information regarding the city's tree trimming program can be found on the city website: www.lockhart-tx.org/page/elec_tree_trimming. Funding for this program is incorporated into the city's existing electric utility rates. There is no additional charge to the customer for these services.

PROJECT SCHEDULE (if applicable): 20.5 crew-weeks of tree trimming

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required: 150,000.00

Account Number: 500-5745-298

Funds Available: 150,000.00

Account Name: Tree Trimming

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Electric Superintendent recommends approval

LIST OF SUPPORTING DOCUMENTS: TREE TRIMMING CONTRACT 25-26

**CUSTOMER
SERVICES CONTRACT**

CUSTOMER: City of Lockhart
P.O. Box 239
Lockhart, TX 78644
Bobby Leos

DATE SUBMITTED: September 9, 2025

SCOPE OF SERVICES:

JOB NUMBER:

The Lower Colorado River Authority ("LCRA") will provide the Customer access to LCRA's tree trimming services contract (the "Agreement") with McCoy Tree Surgery ("McCoy"). The City will specify which lines McCoy is to clear prior to the start of work.

Per hour rates will depend on individual classification of each employee. (See attached rate schedule). McCoy will bill Customer directly, on a weekly basis, and Customer will pay invoices directly to McCoy in accordance with the terms and conditions of the Agreement.

Scope of Tree Trimming:	Estimated at 20.5 crew-weeks of trimming
Estimated Services Value:	\$ 142,569.30 per year (direct charge from McCoy)
Total Amount of Services (includes LCRA Fee):	\$ 149,697.77 Estimate

See Attached Terms and Conditions.

SCHEDULE:

Customer and McCoy will determine a mutually acceptable time for the start of services. Services have a target start of January 5, 2026 with a 20.5 week completion.

CONTRACT PRICE:

LCRA Administration Fee: \$ 7,128.47
The Administration Fee will be added to the Customer's monthly power bill upon execution of contract. (or invoiced direct as applicable).

City of Lockhart

Lower Colorado River Authority

By: _____
Title: _____
Date: _____

By: Sam Woolard
Title: VP, Trans Const & Maintenance
Date: _____

OFFICE USE ONLY

Accounting: _____ 0

Approved By: _____
Completion Date: _____

Personnel Level	Rates	1	Rate
Supervisor/General Foreperson	\$ 61.46	1 \$	61.46
Foreperson	\$ 47.95	1 \$	47.95
Trimmer	\$ 41.40	1 \$	41.40

Equipment

Chain Saws (each)	0.92	1 \$	0.92
Bucket Truck with Chip bed	18.07	1 \$	18.07
Chipper	6.92	1 \$	6.92
GF Pickup	14.82	1 \$	14.82

Crew Rate (using Max Rates)

Supervisor/General Foreperson	\$ 61.46	0.25 \$	15.37
GF Pickup	\$ 14.82	0 \$	-
Foreperson	\$ 47.95	1 \$	47.95
Trimmer	\$ 41.40	2 \$	82.80
Chain Saws (each)	\$ 0.92	3 \$	2.76
Bucket Truck with Chip bed	\$ 18.07	1 \$	18.07
Chipper	\$ 6.92	1 \$	6.92

Total Hourly Crew Rate		\$	173.87
Total Weekly Crew Rate		\$	6,954.60
Total weeks (estimated)	20.5	\$	142,569.30
Total Trimmers	3.25		
Includes per diem costs for Lodging and meals			

Total (using max rates)	\$	142,569.30	Note: This is the estimated direct
Average/week	\$	6,954.60	charge from McCoy

Actual Charges according to the rate schedule will be billed.

LCRA will bill a fee to cover the cost of scheduling and administering the program
The Administration fee is: \$ 7,128.47

FOR BUDGETING PURPOSES ONLY

Total (LCRA and McCoy)	\$	149,697.77	3 PERSON CREW
Total (LCRA and McCoy) weekly avg.	\$	7,302.33	

TERMS AND CONDITIONS

The Lower Colorado River Authority (“LCRA”) will provide the Customer access to LCRA’s tree trimming services contract (the “Agreement”) with McCoy Tree Surgery (“McCoy”).

LCRA will add a fee to Customer’s wholesale power bill to cover administration of this program. The fee is noted on the front of the contract.

The services under this Customer Services Contract are provided pursuant to the Technical Services Agreement between LCRA and the City, dated December 11, 1979 and under the authority of Chapter 791 of the Texas Government Code, Chapter 271, Subchapter F of the Texas Local Government Code, and in furtherance of LCRA’s statutory and constitutional authority to provide electric utility services. The purpose of this Customer Services Contract is to increase the reliability of electric service within Customer’s service territory, and to realize savings and efficiencies by cooperatively procuring services.

Customer will purchase services from McCoy under the same terms and conditions and pricing contained in the Agreement. All orders and payments for such purchases will be issued directly from Customer to McCoy, and McCoy will provide the services and associated invoices directly to Customer. LCRA is not a party to, and will in no way be responsible to either Customer or McCoy for, such orders, including without limitation any payments, performance, costs, expenses, losses or damages arising from such transactions between McCoy and Customer. Customer releases LCRA from any liability associated with Customer’s transactions under the Agreement.

Customer represents that (i) all payments made pursuant to this Customer Services Contract will be paid from current revenues and (ii) it has the authority to enter into this Customer Services Contract.



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 9, 2025

AGENDA ITEM CAPTION: Discussion and/or action authorizing Resolution 2025-33: (1) determining that a public necessity exists for the acquisition of permanent sanitary sewer and temporary construction easements located on real property which are required for the construction of the Lockhart Economic Development Administration Sewer Project America Rescue Plan Act Project #08-79-05656 to construct sanitary sewer utility infrastructure; (2) authorizing the City Manager to make offers for the acquisition of easements required for said Project and to expend an aggregate amount not to exceed \$50,000.00 to acquire said easements; (3) establishing certain procedures for acquisition; and (4) authorizing the City Manager to execute any documents in connection therewith.

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Brad Bullock

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The City of Lockhart was awarded a grant from the Economic Development Administration to construct wastewater utilities along the railroad tracks on the west side of Lockhart. The improvements are to improve wastewater service in the area along with the necessary decommissioning of a wastewater lift station. The project is necessary to continue the level of wastewater service in the region and accommodate future growth.

The project is oriented along the Union Pacific Railroad and begins at Tank Street, ending at the Windridge Subdivision. The project is 100% designed and all the necessary easements have been obtained except the wastewater utility and construction easements across two parcels with one property owner. The acquisition of these permanent utility easements will permit the City access to maintain, operate, and the utility in the easement area. This resolution would authorize the City Manager to pay just compensation to the Owner for the acquisition of the easements.

The resolution establishes and defines "just compensation" to be an amount not to exceed the "Total Appraised Compensation" plus incremental amounts above the Total Appraised Compensation, as necessitated by the circumstances of each tract, for the acquisition of the easements from the Owner. If compensation for the easements exceeds the City Manager's purchasing authority, then the acquisition of said easement will be brought back to City Council for separate approval. If an agreement cannot be reached on the acquisition of an easement, a request to initiate condemnation proceedings will be presented to the City Council.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approving Resolution 2025-33.

LIST OF SUPPORTING DOCUMENTS: Resolution 2025 -33 - Purchase Easements
Spillmann Properties LTD_cad edits_clean

RESOLUTION NO. 2025-33

A RESOLUTION BY THE CITY OF LOCKHART, TEXAS DETERMINING THAT A PUBLIC NECESSITY EXISTS TO ACQUIRE A SANITARY SEWER EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT FOR THE LOCKHART ECONOMIC DEVELOPMENT ADMINISTRATION SEWER PROJECT AMERICAN RESCUE PLAN ACT PROJECT #08-79-05656; AUTHORIZING THE CITY MANAGER TO MAKE OFFERS TO ACQUIRE THE EASEMENTS; ESTABLISHING CERTAIN PROCEDURES FOR ACQUISITION; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart, Texas (“City”) desires to acquire a necessary sanitary easement and a necessary temporary construction easement to install, construct, operate, use, and maintain public utilities in the Lockhart Economic Development Administration Sewer Project (“the Project”); and

WHEREAS, the needed improvements referenced above will require the City to purchase a permanent sanitary sewer easement and a temporary construction easement.

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

1. The City Council of the City of Lockhart, Texas, hereby officially determines that there is a public necessity for, and the public welfare and convenience will be served by, the acquisition from one property owner of a permanent sanitary sewer easement and a temporary construction easement on two (2) tracts of real property which are required to (a) construct, reconstruct, and perpetually maintain, repair and operate sanitary sewer facilities, including but not limited to, all necessary appurtenances thereto, together with the right to make connections and such other construction and improvements incidental to the construction, maintenance, operation and repair of such lines, and (b) together with the right to use roads, driveways, gates, and access ways and the right of ingress and egress at all times across the Easement Properties; and
2. That the City Manager is authorized to make offers for the acquisition of the necessary easements in an aggregate amount not to exceed \$50,000 for the acquisition of the easements and to establish certain procedures for acquisition of these necessary easements.
- 3, That the City Council of the City of Lockhart, Texas, hereby establishes and defines “just compensation” to be an amount not to exceed the “Total Appraised Compensation” plus incremental amounts above the Total Appraised Compensation, as necessitated by the circumstances of each tract, for the acquisition of the easements from the Owner.

4. That the City Manager, or a person(s) acting on his behalf, is hereby authorized to pay just compensation to the Owner for the acquisition of easements, all as described above, and to negotiate with the Owner on behalf of the City of Lockhart, for the Project.

5. That the City Manager may execute any documents in connection therewith, required to acquire a specific easement at just compensation.

6. That the City Manager shall submit to the City Council for approval of any easement for which the purchase amount exceeds the City Manager's purchasing authority.

7. That prior to initiating condemnation proceedings on any tract, the City Manager shall present to the City Council specific information regarding the tract, the appraised value, and the offer made to the owner and obtain authorization from the City Council to initiate condemnation proceedings.

8. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Signed this _____ day of _____, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 9, 2025

AGENDA ITEM CAPTION: Discussion and/or action authorizing Resolution 2025-34 finding that one sanitary sewer easement and one temporary construction easement located on property addressed as 1600 Silent Valley Road, Lockhart, Caldwell County, Texas are necessary for the construction of the Lockhart Economic Development Administration Sewer Project American Rescue Plan Act Project #08-79-5656 to construct sanitary sewer utility infrastructure and authorizing the use of eminent domain to condemn the easement interests pursuant to Government Code § 2206.053.

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Brad Bullock

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The City has completed the design phase for the Lockhart Economic Development Sewer Project. The project's design requires permanent wastewater and temporary construction easements from one private property owner. Contract Land Staff (CLS) is the right of way services company assisting with this project. The appraisals for the easements have been conducted and offers have been made to the owner based on the appraisal report for the property. Staff and CLS continue to negotiate with the owner. However, they have not been able to reach an agreement with the property owner for the remaining easement interests. Therefore, the City believes it is prudent to authorize the use of eminent domain for the easements located on the following properties:

1600 Silent Valley Road, Lockhart, Texas, Caldwell County Tax Appraisal ID Nos. 14661 and 18689: The permanent sanitary sewer easement is legally described as being a fifteen (15) foot-wide, 30,758 square foot tract of land, and the temporary construction easement legally described as being a fifteen (15) foot-wide, 30,810 square foot tract of land, both situated in the City of Lockhart, Caldwell County, Texas, and being also a part of the Cornelius Crenshaw Survey, A-68 and being also a part of a tract of land designated as Exhibit B called 21.584 acres and part of a tract of land designated as Exhibit C Tract 1 called 35.97 acres and conveyed to Spillman Properties, Ltd. By deed recorded in Volume 586, Page 112 of the Official Public Records of Caldwell County, Texas. The survey plat and metes and bounds of the easements are attached as Exhibits A, B, and C.

Just compensation was determined by appraisal and the City, through CLS, made an initial offer on July 3, 2025, for the appraised amount. CLS was able to contact the property owner to discuss the offer. The property owner did not accept the initial offer. However, despite good faith negotiations, an agreement could not be reached. A final offer was made on August 19, 2025.

PROJECT SCHEDULE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Resolution 2025 -34 - Eminent Domain Spillmann Properties LTD, Exhibits A, B and C, .

RESOLUTION NO. 2025-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, FINDING THAT ONE SANITARY EASEMENT AND ONE TEMPORARY CONSTRUCTION EASEMENT LOCATED ON A PROPERTY ADDRESSED AS 1600 SILENT VALLEY ROAD (PARCEL IDS 14661 & 18689) IN LOCKHART, CALDWELL COUNTY, TEXAS ARE NECESSARY FOR THE CONSTRUCTION OF THE LOCKHART ECONOMIC DEVELOPMENT ADMINISTRATION SEWER PROJECT AMERICAN RESCUE PLAN ACT PROJECT #08-79-05656; AUTHORIZING THE USE OF EMINENT DOMAIN TO CONDEMN THE EASEMENT INTERESTS PURSUANT TO GOVERNMENT CODE SECTION 2206.053; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City completed the design phase for the construction of sanitary sewer utilities located on the west side of Lockhart (the “Project”);

Whereas, the Project’s design requires one permanent sanitary sewer easement and one temporary construction easement from a private property owner;

Whereas, an appraisal for the easements has been conducted and an offer has been made to the property owner based on the appraisal report for the property;

Whereas, Staff attempted to negotiate with the owner and the City has not been able to reach an agreement with the property owner for the easement interests - therefore, the City believes it is prudent to authorize the use eminent domain for the sanitary sewer easement and temporary construction easement located on a property addressed as 1600 Silent Valley Road, Lockhart, Texas, Caldwell County Tax Appraisal ID Nos. 14661 and 18689. The permanent sanitary sewer easement is legally described as being a fifteen (15) foot-wide, 30,758 square foot tract of land, and the temporary construction easement legally described as being a fifteen (15) foot-wide, 30,810 square foot tract of land, both situated in the City of Lockhart, Caldwell County, Texas, and being also a part of the Cornelius Crenshaw Survey, A-68 and being also a part of a tract of land designated as Exhibit B called 21.584 acres and part of a tract of land designated as Exhibit C Tract 1 called 35.97 acres and conveyed to Spillman Properties, Ltd. By deed recorded in Volume 586, Page 112 of the Official Public Records of Caldwell County, Texas. The survey plat and metes and bounds of the easements are attached as Exhibits A, B, and C;

Whereas, just compensation was determined by appraisal and the City made an initial offer on July 3, 2025 for the appraised amount. Despite good faith negotiations, an agreement could not be reached. A final offer was made on August 19, 2025;

Whereas, Staff recommends Council find that the sanitary sewer easement and temporary construction easement located on a property addressed as 1600 SILENT VALLEY ROAD (PARCEL IDS 14661 & 18689), Lockhart, Caldwell County, Texas are necessary for the construction of sanitary sewer utilities in Lockhart, as well as authorize the use of eminent domain to condemn the easement interests pursuant to Government Code § 2206.053;

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Lockhart, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council finds that the sanitary sewer easement and temporary construction easements located on a property addressed as 1600 SILENT VALLEY ROAD (PARCEL IDS 14661 & 18689), Lockhart, Caldwell County, Texas are necessary for the construction of sanitary sewer utilities in Lockhart, authorizes the use of eminent domain to condemn the easement interests pursuant to Government Code § 2206.053, and authorizes the City Manager, or his designee, after approval as to form by the City Attorney's Office, to execute any necessary documents.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the _____ day of _____, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

Resolution 2025-34

Page 2 of 2

City of Lockhart Caldwell County, Texas
Cornelius Crenshaw Survey A-68

Spillmann Properties Ltd.
Volume 586 Page 112
Official Public Records
Exhibit "C" Tract 1
called 35.97 acres

Spillmann Properties Ltd.
Volume 586 Page 112
Official Public Records
Exhibit "B" called 21.584

See
Detail #1

Stuene Swamp, LLC
 inst #2022-00583 O.P.R.
 called 4.021 a.c.
 TAT

30810 sq ft

30758 sq ft

See Note #7 -

N 83°09'20" E 2055.72'

S 83°09'36" W 2048.80'

Approximate centerline of railroad

S 83°09'20" W 2052.26'

Union Pacific R. R. R. O. W.
(100' R. O. W.)

LEGEND

- 60d NAIL SET
- ◻ CAPPED IRON PIN FOUND
STAMPED "HINKLE SURVEYORS"
- 1" IRON PIPE FOUND

O.P.R. OFFICIAL PUBLIC RECORDS

D.R. DEED RECORDS

- PROPERTY BOUNDARY LINE

15' PERMANENT EASEMENT BOUNDARY LINE

15' TEMPORARY EASEMENT BOUNDARY LINE

APPROXIMATE CENTERLINE OF RAILROAD TRACTS

15' PERMANENT SS EASEMENT

15' TEMPORARY WORKSPACE EASE.

UNLESS OTHERWISE NOTED

LINE TABLE

LINE	BEARING	DISTANCE
T2	N 24°06'54" W	15.71'
T3	N 24°06'54" W	15.71'
T4	S 11°26'23" E	15.05'
T5	S 11°26'23" E	15.05'

NOTE #6:

1" IRON PIPE FOUND
FOUND MARKING SW
CORNER OF 35.97 AC
NAD83 TXSC ZONE 4204
N: 13873435.11
E: 2381017.14
LAT: 29° 53' 23.848"
LON: 97° 41' 53.326"

NOTE #7:

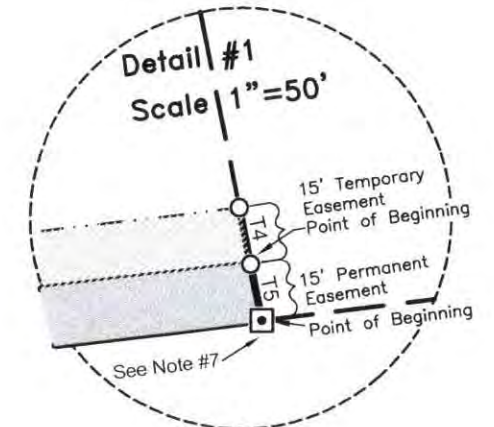
CAPPED IRON PIN FOUND
FOUND MARKING SE
CORNER OF 21.584 AC
NAD83 TXSC ZONE 4204
N: 13873679.11
E: 2383051.41
LAT: 29° 53' 26.039"
LON: 97° 41' 30.185"

DESCRIPTION FOR SANITARY SEWER EASEMENT TO THE CITY OF LOCKHART

Showing a description for a 15' Temporary Sanitary Sewer Easement and a 15' Permanent Sanitary Sewer Easement out of the Cornelius Crenshaw Survey A-68 in the City of Lockhart, Caldwell County, Texas. I do hereby certify that (1) the foregoing drawing is a true and correct representation of a survey made on the ground under my direct supervision on June 4, 2024 and further revised on January 7, 2025 and further revised on June 5, 2025. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



Scale 1"=150'



Field Book: d.c.	Drawn By: JLH LH
Job No. 202415551	Drawing: 20241551-2.dwg
Date: June 2024	Word Disk: Begin 06012024
Surveyed By: JLH JDB	Autocad Disk: Begin 06012024



HINKLE SURVEYORS

P.O. Box 1027 1109 S. Main Street Lockhart, TX 78644
Ph: (512) 398-2000 Fax: (512) 398-7683 Email: contact@hinklesurveyors.com Firm Registration No. 100886-00



15' Permanent Sanitary Sewer Easement

Being a 15' Sanitary Sewer easement situated in the City of Lockhart, Caldwell County, Texas and being also a part of the Cornelius Crenshaw Survey A-68 and being also a part of a tract of land designated as Exhibit "B" called 21.584 acres and part of a tract of land designated as Exhibit "C" Tract I called 35.97 acres and conveyed to Spillmann Properties Ltd. by deed recorded in Volume 586 Page 112 of the Official Public Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a capped iron pin found stamped HINKLE SURVEYORS (NAD83 TXSC ZONE 4204 N:13873679.11 E:2383051.41 LAT:29°53'26.039" LON:97°41'30.185") in the SE corner of the said 21.584 acre tract and the apparent SW corner of a tract of land called 4.021 acres and conveyed to Stueve Swamp, LLC by deed recorded in Instrument #2022-005833 of the said Official Public Records and in the North line of the Union Pacific Railroad ROW for the SE corner this easement.

THENCE S 83°09'20" W with the South line of the said 21.584 acre tract and the South line of the above mentioned 35.97 acre tract and the North line of the said Union Pacific Railroad ROW **2048.80 feet** to a 1" iron pipe found (NAD83 TXSC ZONE 4204 N:13873435.11 E:2381017.14 LAT:29°53'23.848" LON:97°41'53.326") in the SW corner of the said 35.97 acre tract and the apparent SE corner of a tract of land called 202.58 acres and conveyed to SHB Family LP by deed recorded in Volume 511 Page 51 of the said Official Public Records and described in Volume 339 Page 580 of the Deed Records of Caldwell County, Texas for the SW corner this easement.

THENCE N 24°06'54" W with the West line of the said 35.97 acre tract and the apparent East line of the above mentioned 202.58 acre tract **15.71 feet** to a 60d nail set for the NW corner this easement.

THENCE N 83°09'20" E over and across the said 35.97 acre tract and over and across the said 21.584 acre tract **2052.26 feet** to a 60d nail set in the East line of the said 21.584 acre tract and the apparent West line of the above mentioned 4.021 acre tract for the NE corner this easement.

THENCE S 11°26'23" E with the East line of the said 21.584 acre tract and the apparent West line of the said 4.021 acre tract **15.05 feet** to the place of beginning containing **30758 sq ft** of easement more or less.

I hereby certify that the foregoing field notes are a true and correct description of a survey made under my direct supervision on June 4, 2024 and revised on January 7, 2025 and further revised on June 5, 2025. **THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



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**P.O. Box 1027 LOCKHART, TEXAS 78644 PHONE (512) 398-2000
FAX (512) 398-7683 EMAIL: CONTACT@HINKLESURVEYORS.COM**



15' Temporary Workspace Easement

Being a 15' wide easement situated in the City of Lockhart, Caldwell County, Texas and being also a part of the Cornelius Crenshaw Survey A-68 and being also a part of a tract of land designated as Exhibit "B" called 21.584 acres and part of a tract of land designated as Exhibit "C" Tract I called 35.97 acres and conveyed to Spillman Properties Ltd. by deed recorded in Volume 586 Page 112 of the Official Public Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a 60d nail set in the East line of the above mentioned 21.584 acre tract and the apparent West line of a tract of land called 4.021 acres and conveyed to Stueve Swamp, LLC by deed recorded in Instrument #2022-005833 of the said Official Public Records for the SE corner this easement and from which point a 1" iron pipe found marking the SE corner of the said 21.584 acre tract (NAD83 TXSC ZONE 4204 N:13873679.11 E:2383051.41 LAT:29°53'26.039" LON:97°41'30.185") bears S 11°26'23" E 27.15 feet.

THENCE S 83°09'20" W over and across the said 21.584 acre tract and over and across the above mentioned 35.97 acre tract **2055.04 feet** to a 60d nail set in the West line of the said 35.97 acre tract and the apparent East line of a tract of land called 202.58 acres and conveyed to SHB Family LP by deed recorded in Volume 511 Page 51 of the said Official Public Records and described in Volume 339 Page 580 of the Deed Records of Caldwell County, Texas for the SW corner this easement and from which point a 1" iron pipe found marking the SW corner of the said 35.97 acre tract (NAD83 TXSC ZONE 4204 N:13873435.11 E:2381017.14 LAT:29°53'23.848" LON:97°41'53.326") bears S 24°06'54" E 28.27 feet.

THENCE N 24°06'54" W with the West line of the said 35.97 acre tract and the apparent East line of the above mentioned 202.58 acre tract **15.71 feet** to a 60d nail set for the NW corner this easement.

THENCE N 83°09'20" E over and across the said 35.97 acre tract and over and across the said 21.584 acre tract **2058.50 feet** to a 60d nail set in the East line of the said 21.584 acre tract and the apparent West line of the above mentioned 4.021 acre tract for the NE corner this easement.

THENCE S 11°26'23" E with the East line of the said 21.584 acre tract and the apparent West line of the said 4.021 acre tract **15.05 feet** to the place of beginning containing **30810 sq ft** of easement more or less.

I hereby certify that the foregoing field notes are a true and correct description of a survey made under my direct supervision on June 4, 2024 and revised on January 7, 2025 and further revised on June 5, 2025. **THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



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Lockhart

T E X A S

2022-2023 Strategic Work Plan



The Strategic Planning Process

From January through April 2022, the City of Lockhart embarked on a strategic planning process to create strategic priorities for 2022-2023. The following is the process used to reach the conclusions for the plan:

The process kicked off with a preliminary Zoom between the City Manager, Steve Lewis, Mayor Lew White, and professional facilitator Alysia A. Cook, PCED, IOM with Opportunity Strategies LLC. The three met to review key issues facing the city, understand the programs and projects currently underway, and to prepare the process and format for the planning session.

On April 8, 2022, the City of Lockhart Management Team met at the Library for Part 1 of the Strategic Work Planning Session for 2022-2023.

On April 9, 2022, the City of Lockhart City Council and City Manager met at the Library for Part 2 of the Strategic Work Planning Session for 2022-2023.



Day One – Management Team

Day One began with City Manager Steve Lewis reviewing with the Management Team the City of Lockhart's accomplishments and success stories of 2021.

Following that, the City Manager and the facilitator shared some leadership concepts and considerations with the Lockhart Management Team. This led to some group discussions about the importance of continuous learning and leadership development.

The City Manager discussed with the participants that when goals are adopted by the City Council, they provide a positive impact for the Management Team in at least 4 different ways:

- a) Direction is clearly set by City Council
- b) Once that direction is established, differences can be discussed in a more open, less polarizing manner
- c) Saves time in decision making on projects/programs
- d) City Manager's recommendations can be better aligned with ultimate objectives

Mission of Lockhart Management Team

To promote and influence the alignment of organizational resources by focusing on:

- a) Organizational planning and issues
- b) Open communication with elected officials, staff, boards, commissions, and citizens
- c) Ensuring City of Lockhart is a leader in Central Texas regarding issues with community relevance
- d) Implementing programs that derive from the City Council and community's goals

Start – Stop – Continue

The facilitator then engaged the Management Team in a group exercise called *Start – Stop – Continue* which divides participants into small groups and has them offer feedback on what the City needs to start doing, stop doing, and continue doing.

These are individual manager recommendations and not necessarily agreed to by all managers or by City Council members. The responses are as follows:

Start

- Long-term capital planning
- Increasing non-emergency communications
- Administering annual customer service surveys that are statistically valid
- Developing recreation programs
- Indoor community recreation center
- City facilities and community infrastructure improvements
- New spaces for city facilities
- Modernize Human Resources policies including technology
- A vehicle acquisition fund
- Decreasing steps in the hiring process
- Staff planning for future growth
- Modernizing our contracts, best practices, attorney, etc. including reviewing for mutually beneficial language and avoiding one-sided contracts

Stop

- Ineffective/outdated contracts
- Thinking small
- Six-month probationary period for personnel
- Reconnecting customers after 10pm
- Providing free services (such as banners and road closures) and establish a fee schedule for these special requests
- Requiring utility inspections for every change of occupant

Continue

- Longevity pay
- Forward-looking planning for quality growth
- Law enforcement outreach with community
- Contracting (sending RFPs) for solid waste collection
- Supporting tourism
- Modernizing technology, e.g. paperless, Go Green
- Enhancing community investment
- Planning our wayfinding and signage
- Growing events that enhance overnight stays in Lockhart and maximize HOT \$ collections
- Economic growth including considering developing a 4th industrial park
- Striving for improved customer service
- Community engagement including public open houses and social media



Next, the Management Team embarked on a discussion around the following topics which also included some departmental reports on the status of various projects:

- Growth Trends
- Land Development
- Economic Development
- Service Delivery
- Workforce Development
- Long Range Financial Outlook

Following those discussions, the facilitator led the Management Team through a discussion of what they each thought should be the 2022-2023 goals City Council would establish the following day. She recorded those recommendations, then the group reached consensus on what would be put forth to the Council to consider.

The final decisions for 2022-2023 were made by City Council the following day and are listed below.

Day Two – City Council

Day Two began with City Manager Steve Lewis reviewing with City Council the City of Lockhart's accomplishments and success stories of 2021.

Expectations – City Council

Following that, the facilitator asked City Council to share any expectations for the day. Responses were as follows:

- TxDOT – Wayfinding and Signage
- Summerside Subdivision turn lane and traffic light
- Urgent Care facility
- Comprehensive mental health care for first responders
- Keeping City Staff wages competitive
- Need for an Assistant City Manager
- Need for a grantwriter
- Regional animal shelter
- Next industrial park and/or property

The following is the City of Lockhart 2022-2023 Strategic Work Plan.

City of Lockhart Vision:

- To be a first-class community that has maintained its integrity and sense of community characterized by livable neighborhoods and quality schools.
- To be a City that focuses on family by ensuring quality recreational and cultural activities, services, housing, economic, and educational opportunities that promote a well-rounded productive member of the community.
- To be a City that is friendly to visitors and future residents with a spirit of fellowship and cooperation by accommodating their needs and recognizing the wealth in cultural, ethnic and age diversity.
- To be a City committed to sustainability by diligently balancing community needs with available resources and managing growth in a smart and fiscally responsible manner.
- To be a City that celebrates and embraces its long and rich history by reinvesting in neighborhoods, preserving areas and buildings of historic significance and returning the Central Business District to an economically viable and lively activity center.
- To be a City recognized for the quality of its built environment and the integration of the natural landscape throughout the community.
- To be a City that ensures a good balance between residential, commercial, industrial, and public/institutional uses supported by quality infrastructure and transportation systems.
- To be a City known for its innovative solutions to managing growth, progressiveness of City government, and responsiveness to the needs of citizens and businesses.

Source: Lockhart 2020 Comprehensive Plan

Goal #1:

**City
Facilities**

Goal #2:

**Human Resources/
Staffing**

Goal #3:

**Parks &
Recreation**

Goal #4:

Infrastructure

Goal #5:

**Modernization &
Communications**

Goal #6:

**Development &
Quality of Life**

Goal #7:

**Revenue
Sustainability**

2022-2023 Goals:

Each of the following seven goals is guided by the values of diversity and inclusion. Diversity and inclusion are a tapestry that is woven through every goal, every service, and every program.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

- 1.1 Consider which facilities improvements should be funded by certificates of obligation vs. bonds
- 1.2 Begin plans to replace/update City Hall
- 1.3 Begin plans to replace/update Police/Fire/Training facilities
- 1.4 Begin plans to replace/update Maintenance/City Barn Utilities
- 1.5 Reclaim old space at the hospital
- 1.6 Lease additional space at the EDC building
- 1.7 Conduct a Facilities Study with architects and engineers
- 1.8 Consider Airport improvements (TxDOT Aviation) in the study

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

- 2.1 Hire ACM (Assistant City Manager) immediately
- 2.2 Hire City Manager Support Staff (Executive Assistant or Administrative Assistant)
- 2.3 Once new ACM is hired, assign him/her with developing a Staffing Plan
- 2.4 Once new ACM is hired, assign him/her with developing a Succession Plan
- 2.5 Consider adding additional staff city-wide as needed
- 2.6 Retain law enforcement officers by ensuring compensation competitiveness
- 2.7 Implement a formal EAP (Employee Assistance Program)
- 2.8 Secure a grantwriter (explore opportunities for hiring one vs. contractor)

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

- 3.1 Develop adult and youth programming that utilize existing facilities
- 3.2 Conduct successful outreach to sports leagues across Texas and neighboring states
- 3.3 Consider new Parks & Rec facilities such as pickleball, volleyball, and frisbee golf
- 3.4 Plan for and implement safety improvements of existing facilities
- 3.5 Plan for and implement aesthetic improvements of existing facilities
- 3.6 City Council requests to meet with Parks & Rec Director and City Manager to discuss ideas and brainstorm next steps in the Parks Plan including:
 - Work session, then tour Parks facilities with Parks & Rec Director
 - Discuss short-term vs. long-term Parks & Rec needs
 - Develop plan to survey citizens including bond exploration

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

- 4.1 Conduct public open houses to determine public wishes for Downtown
- 4.2 Council to approve a final Downtown Conceptual Design and authorize staff to implement
- 4.3 Consider an additional commercial district with retail and mixed-use offerings
- 4.4 Issue the RFP for a Comprehensive Plan update (hire firm by January 2023, then CIP (capital improvement plan) to follow
- 4.5 Explore downtown WiFi options including geofencing

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

- 5.1 PIO (Public Information Officer) to secure proposals for a new website design including:
 - Online forms and application portals (permitting, employment, variance requests, etc.)
 - Must be mobile responsive platform
 - Ensure ease of use and innovative utility of site
 - Include a portal to the Lockhart Economic Development Corporation website
- 5.2 Hire a consultant to 1) build a survey to ask the public what information they seek to find on the City of Lockhart website and 2) compare Lockhart website to other communities with high utilization of an innovative website
- 5.3 Streamline application processes of permits, developer proposals, engineering, employment, etc. to be placed on website (see 5.1)
- 5.4 Verify internet access at all City facilities



Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

- 6.1 Consider proposed sidewalk ordinance
- 6.2 Facilitate/incentivize more housing options including:
 - Rental housing options
 - Workforce housing options
 - Higher-income housing
 - Infill/revitalized housing within centers of commerce (existing or planned)
 - Senior/retiree housing
- 6.3 Continue to promote family-friendly events in Downtown
- 6.4 Encourage higher development standards (within state legislature constraints) to research modernization techniques and make recommendations to City Manager for consideration
- 6.5 Continue to implement Animal Control Audit recommendations
- 6.6 Continue to provide concerts on the square

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

- 7.1 Explore and increase film production permitting fees
- 7.2 Create and implement fees for banners, road closures, event special requests
- 7.3 Use grantwriter (see 2.8) to find and write grants that benefit the City of Lockhart and its residents
- 7.4 Conduct discussions between City Council and Staff regarding which items can/should be funded by certificates of obligation vs. bonds
- 7.5 Update/increase construction permit fees and impact fees
- 7.6 Explore a bond vote for the items proposed by Parks & Rec and Council from Goal #3
- 7.7 Explore the concept of a Community Foundation with community benefactor options including other communities who have successfully created and implemented a Community Foundation

City of Lockhart Leadership

The 2022 City Council and Management Team participating:

City Council:

Lew White, Mayor
Angie Gonzales-Sanchez, Mayor Pro-Tem
Brad Westmoreland, Councilmember At-Large
Juan Mendoza, Councilmember District 1
David Bryant, Councilmember District 2
Kara McGregor, Councilmember District 3
Jeffrey Michelson, Councilmember District 4

Management Team:

Steve Lewis, City Manager
Julie Bowermon, Director of Human Resources
Connie Constancio, City Secretary
Travis Hughes, Director of Parks & Recreation
Randy Jenkins, Fire Chief
Mike Kamerlander, Economic Development Director
Sean Kelley, Public Works Director
Pam Larison, Director of Finance
Bobby Leos, Electric Superintendent
Victoria Maranan, Public Information Officer
Bertha Martinez, Director of Library Services
Ernest Pedraza, Chief of Police





City of Lockhart

2020-2021 Strategic Priorities

Prepared by:

