

**PUBLIC NOTICE**

**AGENDA**

**LOCKHART CITY COUNCIL**

**TUESDAY, JANUARY 15, 2019**

**CLARK LIBRARY ANNEX-COUNCIL CHAMBERS  
217 SOUTH MAIN STREET, 3<sup>rd</sup> 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 issue discussed or reviewed during the work session.

**DISCUSSION ONLY**

- A. Discussion and presentation of the proposed Lockhart Fire Station #2 at 1916 W. San Antonio Street as designed by the architect firm of Steinbomer, Bramwell, and Vrazel. (Principal is Robert Steinbomer). 5-13
- B. Discuss minutes of the City Council meeting of December 11, 2018 and December 18, 2018.
- C. Discuss Resolution 2019-01 amending Resolution 2018-18 to correct the amount of the discount listed in Sections II and III of Exhibit "A" for senior residential and residential disabled solid waste hand collection, disposal, and recycling services and establishing an effective date. 24-32  
33-46
- D. Discuss the Grant Agreement with the St. David's Foundation for the grant for Healthiest Places Project awarded to the City of Lockhart in the amount of \$250,000 for the creation of the Town Branch Trail, and if approved appointing the Mayor to sign all documents and act as the authorized Representative in all matters regarding this grant. 47-55
- E. Discuss Resolution 2019-03 approving the transfer of special funds donated solely for the support of the Annual Sip and Stroll Festival held in the City to the Lockhart Downtown Business Association. 56-62
- F. Discuss 1<sup>st</sup> Quarter Fiscal Year 2019 Investment Report. 63-72
- G. Discuss Utility Payment Assistance Agreement with Community Action. 73-83
- H. Discuss Resolution 2019-02 approving a Type B project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Austin Community College in the amount of \$32,000 to purchase equipment used to teach Heating, Ventilation and Air Conditioning (HVAC), welding, electrical, plumbing and other high demand occupations at the Lockhart ISD Cisneros Campus. 84-93
- I. Discuss Resolution 2019-04 granting written consent to the creation of the Clear Fork Ranch Municipal Utility District (M.U.D.). 94-108
- J. Discuss Consent Agreement for Clear Fork Ranch Municipal Utility District (M.U.D.). 109-
- K. Discuss update on the status of the new City branding effort. 139  
138

**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. CITIZENS/VISITORS COMMENTS**

(The purpose of this item is to allow citizens an opportunity to address the City Council on issues that are not on the agenda. No discussion can be carried out on the citizen/visitor comment.)

**4. DISCUSSION ONLY**

A. Conduct first reading and discussion regarding Resolution 2019-02 approving a Type B project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Austin Community College in the amount of \$32,000 to purchase equipment used to teach Heating, Ventilation and Air Conditioning (HVAC), welding, electrical, plumbing and other high demand occupations at the Lockhart ISD Cisneros Campus. 14-23

**5. CONSENT AGENDA**

A. Approve minutes of the City Council meeting of December 11, 2018 and December 18, 2018. 24-32

B. Approve Resolution 2019-01 amending Resolution 2018-18 to correct the amount of the discount listed in Sections II and III of Exhibit "A" for senior residential and residential disabled solid waste hand collection, disposal, and recycling services and establishing an effective date. 33-46

C. Approve the Grant Agreement with the St. David's Foundation for the grant for Healthiest Places Project awarded to the City of Lockhart in the amount of \$250,000 for the creation of the Town Branch Trail, and if approved appointing the Mayor to sign all documents and act as the authorized Representative in all matters regarding this grant. 47-55

D. Approve Resolution 2019-03 approving the transfer of special funds donated solely for the support of the Annual Sip and Stroll Festival held in the City to the Lockhart Downtown Business Association. 56-62

E. Accept 1<sup>st</sup> Quarter Fiscal Year 2019 Investment Report. 63-72

F. Approve Utility Payment Assistance Agreement with Community Action. 73-83

6. **DISCUSSION/ACTION ITEMS**

- A. Conduct second reading and discussion and/or action to consider Resolution 2019-02 approving a Type B project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Austin Community College in the amount of \$32,000 to purchase equipment used to teach Heating, Ventilation and Air Conditioning (HVAC), welding, electrical, plumbing and other high demand occupations at the Lockhart ISD Cisneros Campus. 84-93
- B. Discussion and/or action to consider Resolution 2019-04 granting written consent to the creation of the Clear Fork Ranch Municipal Utility District (M.U.D.). 94-108
- C. Discussion and/or action to consider approval of Consent Agreement for Clear Fork Ranch Municipal Utility District (M.U.D.). 109-138
- D. Discussion and/or action regarding an update on the status of the new City branding effort. 139
- E. Discussion and/or action regarding appointments to various boards, commissions or committees. 140-147

7. **CITY MANAGER'S REPORT, PRESENTATION AND POSSIBLE DISCUSSION**

- Events:
  - Annual District 1 PRIDE Martin Luther King, Jr. March will be held on January 21. March route will begin at E. Martin Luther King, Jr. Industrial Blvd. to San Antonio Street to West Prairie Lea St. at the Connections Center. Horses and dogs will be in the march.
  - March 2, 2019, Household Hazardous Waste Collection Event (HHW) will be held at City Park from 9am-12(noon).
- Bids for the City Line Road Realignment project are due on February 7 with the Council award scheduled for February 19.
- Update regarding future Fire Station #2.
- City staff developing Horse-Drawn Carriage rules and regulations for future City Council consideration.
- Submission of the 2018 City Annual Report.
- First Quarter Financial Report for Fiscal Year 2019.
- The City has engaged MuniServices to assist the City in maximizing Hotel Occupancy Tax (HOT) funds it is entitled to through an on-site examination of records for two properties over the next 12 months.
- Development Services Department is offering a workshop regarding historic district local, State, and Federal tax credit and incentives available to owners of certified historic structures on February 6 at 5:30 p.m. at City Hall-Glosserman Room.
- Texas Department of State Health Services announced that the City of Lockhart has been awarded a Water Fluoridation Quality Award from the U.S. Centers for Disease Control and Prevention. The award recognizes communities that maintained a consistent level of optimally fluoridated water throughout 2017.
- The Guadalupe-Blanco River Authority (GBRA) submitted a refund to the City of Lockhart in the amount of \$229,279.48 for operational savings in Fiscal Year 2018.

## **CITY MANAGER'S REPORT continued...**

- Library:
  - Tax Aid at the Library- Free AARP Tax aid at the library beginning February 4 on Mondays - 9 a.m. to 12:00 a.m. and Thursdays - 4:00 p.m. to 7:00 p.m.
  - Poetry Night at the Library- Thursday, January 24 from 7 to 8 p.m. Light refreshments will be served.
- Economic Development:
  - The Turner Company should begin construction of their precast concrete plant soon as TXDOT has approved their temporary driveway permit allowing access onto the 31-acre tract off of SH 142. The company will be investing \$3 million and employing up to 100 over a 5-year period.
  - Updates and improvements are being planned for the monument signs and landscaping leading into the Lockhart Industrial Park. Should be completed in 1<sup>st</sup> quarter.
- Reminder - upcoming special Council meetings: Tuesday, January 22 at 6:30 p.m. to discuss steps to implement the adopted Parks Master Plan and Saturday, February 2 at 8:00 am for a Council Goals workshop.

### **8. COUNCIL AND STAFF COMMENTS – ITEMS OF COMMUNITY INTEREST**

*(\*\*Items of Community Interest defined below)*

### **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.**

A. Discussion regarding the City Manager's three-month performance review.

### **10. OPEN SESSION**

A. Discussion and/or action regarding the City Manager's three-month performance review.

### **11. ADJOURNMENT**

*\*\* Items of Community Interest includes: 1) expressions of thanks, congratulations or condolence; 2) information regarding holiday schedules; 3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision; 4) a reminder about an upcoming event organized or sponsored by the governing body; 5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official employee of the municipality; and 6) announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda. (SB 1182 - effective 09/01/2009)*

I certify that the above notice of meeting was posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on the 11<sup>th</sup> day of January 2019 at 3:30 pm. I further certify that the following News Media was properly notified of this meeting as stated above: Lockhart Post-Register

*Connie Constancio*

Connie Constancio, TRMC  
City Secretary

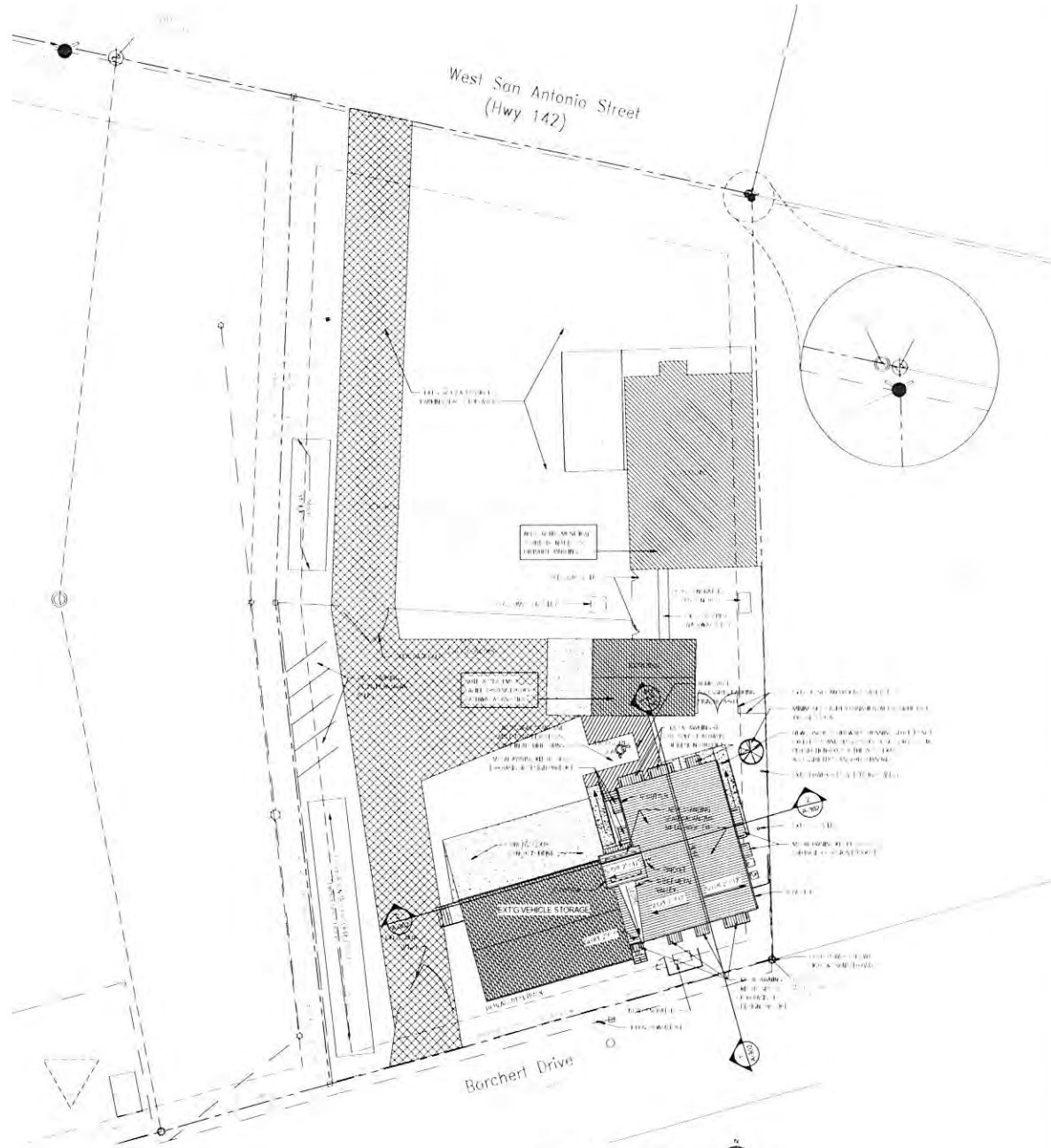


**CITY OF LOCKHART  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b> <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<b>Council Meeting Date: January 15, 2019</b>				
Department: Fire Department		Initials	Date	
Department Head: Randy Jenkins	Asst. City Manager			
Dept. Signature: <i>[Signature]</i>	City Manager	<i>[Signature]</i>	1-11-19	
Agenda Item Coordinator/Contact (include phone #): Randy Jenkins 512-398-2321				
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
Discussion and presentation of the proposed Lockhart Fire Station #2 at 1916 W. San Antonio St. as designed by the architect firm of Steinbomer, Bramwell, and Vrazel. Principal is Robert Steinbomer.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input checked="" type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
<b>FISCAL YEAR:</b>	<b>PRIOR YEAR (CIP ONLY)</b>	<b>CURRENT YEAR</b>	<b>FUTURE YEARS</b>	<b>TOTALS</b>
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
<b>BALANCE</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>FUND(S):</b> 2015 Certificate of Obligations Bond				
<b>SUMMARY OF ITEM</b>				
The proposed Fire Station #2 is to be built at 1916 W. San Antonio St. behind Municipal Court attached to an existing 2,400 SF steel building. The fire station will house fire administration and up to four firefighters and three apparatus when fully staffed. The proposed fire station will provide additional fire protection for the future growth of the city. Robert Steinbomer to discuss project.				
<b>STAFF RECOMMENDATION</b>				
Discussion only.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies:		
<ul style="list-style-type: none"> <li>• Proposed Fire Station #2 Design</li> <li>• Proposed Fire Station #2 Map</li> <li>• Proposed Fire Station #2 Notes</li> </ul>				

# CITY OF LOCKHART - FIRE STATION #2





1 SITE & ROOF PLAN  
SCALE: 1" = 20'-0"



**GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. ALL UTILITIES SHALL BE PROTECTED AND DEEPER THAN THE EXISTING FINISH FLOOR.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES.
7. ALL CONCRETE SHALL BE CAST AND CURED IN ACCORDANCE WITH THE ACI 308.1R-09.
8. ALL STEEL SHALL BE FABRICATED AND WELDED IN ACCORDANCE WITH THE AISC 360-10.
9. ALL ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
10. ALL MECHANICAL, ELECTRICAL, AND PLUMBING (MEP) SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL PLUMBING CODE (NPC).
11. ALL FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
12. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES.
14. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.
15. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
16. ALL UTILITIES SHALL BE PROTECTED AND DEEPER THAN THE EXISTING FINISH FLOOR.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES.
18. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.
19. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
20. ALL UTILITIES SHALL BE PROTECTED AND DEEPER THAN THE EXISTING FINISH FLOOR.

**LEGEND**

	CONCRETE
	ROOFING
	MECHANICAL
	ELECTRICAL

**REVISIONS**

No.	Description	Date



A NEW BUILDING FOR  
**LOCKHART FIRE STATION #2**  
1916 W. SAN ANTONIO ST., LOCKHART, TX 78644

ISSUED FOR CONSTRUCTION

DATE:	12/11/18
DRAWN:	BMF
SCALE:	AS NOTED

SITE PLAN  
**A-100**

8

**GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT AND THE LOCAL BUILDING DEPARTMENT.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL ORDINANCES AND REGULATIONS.
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL HEALTH AND SAFETY REGULATIONS.
6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL ENVIRONMENTAL REGULATIONS.
7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL HISTORIC PRESERVATION REGULATIONS.
8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL ZONING REGULATIONS.
9. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL PLANNING REGULATIONS.
10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL UTILITIES REGULATIONS.
11. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL TRANSPORTATION REGULATIONS.
12. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL COMMUNITY DEVELOPMENT REGULATIONS.
13. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL ECONOMIC DEVELOPMENT REGULATIONS.
14. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL CULTURAL HERITAGE REGULATIONS.
15. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL TOURISM REGULATIONS.
16. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL RECREATION REGULATIONS.
17. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL ARTS AND CULTURE REGULATIONS.
18. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL SCIENCE AND TECHNOLOGY REGULATIONS.
19. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL HEALTH CARE REGULATIONS.
20. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL EDUCATION REGULATIONS.

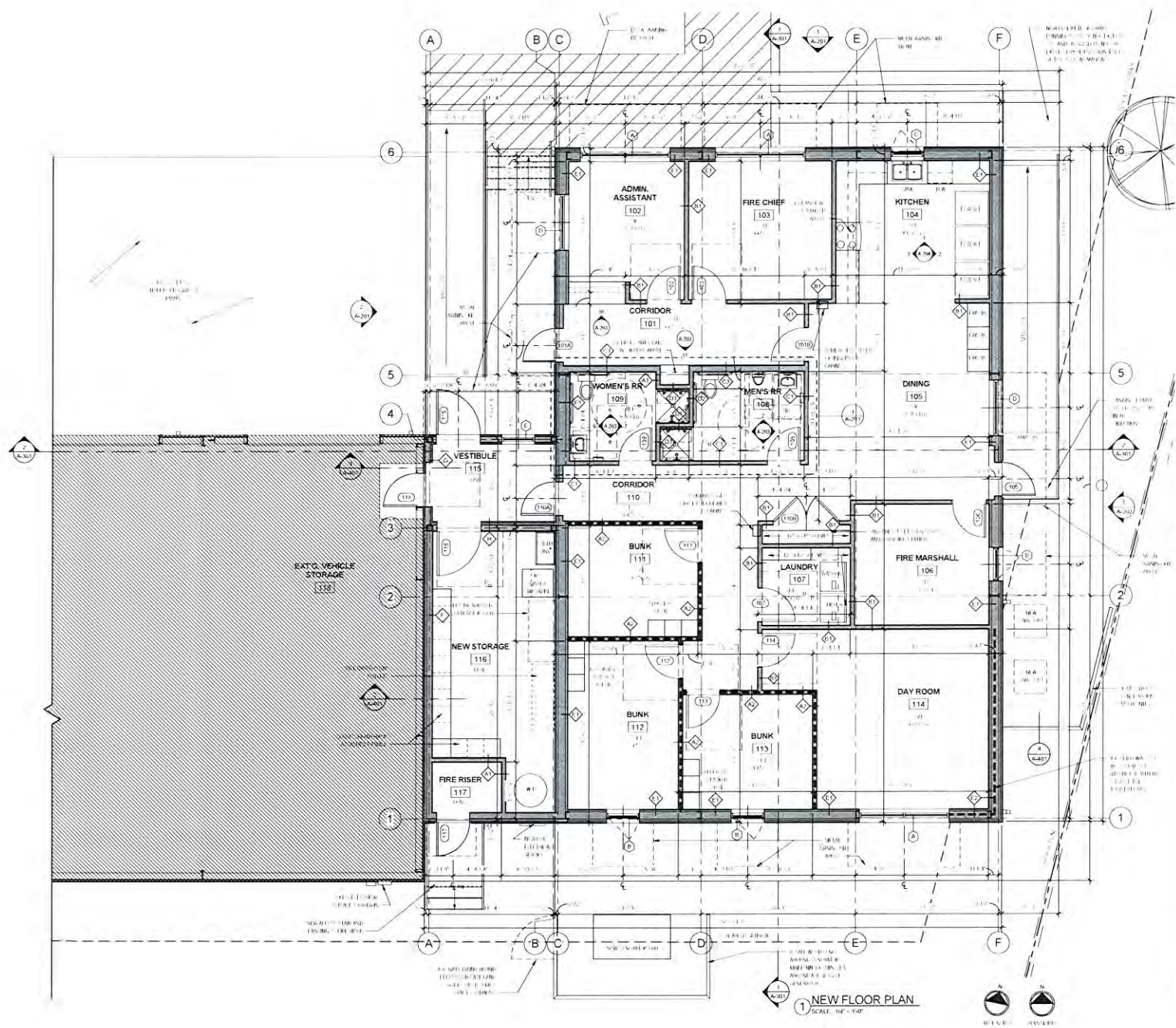


A NEW BUILDING FOR  
**LOCKHART FIRE STATION #2**  
 1916 W. SAN ANTONIO ST., LOCKHART, TX 78644

ISSUED FOR CONSTRUCTION

No.	Description	Date

FLOOR PLAN  
**A-102**



**1 NEW FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"







**GENERAL NOTES**

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF THE EXISTING STRUCTURE AND UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND ADJACENT PROPERTIES AT ALL TIMES.

2. THE CONTRACTOR SHALL MAINTAIN THE EXISTING CURB AND SIDEWALKS UNLESS OTHERWISE NOTED. ANY CHANGES TO THE EXISTING CURB AND SIDEWALKS SHALL BE APPROVED BY THE LOCAL AUTHORITIES.

3. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

4. THE CONTRACTOR SHALL MAINTAIN THE EXISTING DRIVEWAY AND PARKING AREAS UNLESS OTHERWISE NOTED. ANY CHANGES TO THE EXISTING DRIVEWAY AND PARKING AREAS SHALL BE APPROVED BY THE LOCAL AUTHORITIES.

5. THE CONTRACTOR SHALL MAINTAIN THE EXISTING FENCE AND GATE UNLESS OTHERWISE NOTED. ANY CHANGES TO THE EXISTING FENCE AND GATE SHALL BE APPROVED BY THE LOCAL AUTHORITIES.

6. THE CONTRACTOR SHALL MAINTAIN THE EXISTING LANDSCAPE UNLESS OTHERWISE NOTED. ANY CHANGES TO THE EXISTING LANDSCAPE SHALL BE APPROVED BY THE LOCAL AUTHORITIES.

7. THE CONTRACTOR SHALL MAINTAIN THE EXISTING SIGNAGE UNLESS OTHERWISE NOTED. ANY CHANGES TO THE EXISTING SIGNAGE SHALL BE APPROVED BY THE LOCAL AUTHORITIES.

8. THE CONTRACTOR SHALL MAINTAIN THE EXISTING ELECTRICAL AND MECHANICAL SYSTEMS UNLESS OTHERWISE NOTED. ANY CHANGES TO THE EXISTING ELECTRICAL AND MECHANICAL SYSTEMS SHALL BE APPROVED BY THE LOCAL AUTHORITIES.

9. THE CONTRACTOR SHALL MAINTAIN THE EXISTING PLUMBING SYSTEMS UNLESS OTHERWISE NOTED. ANY CHANGES TO THE EXISTING PLUMBING SYSTEMS SHALL BE APPROVED BY THE LOCAL AUTHORITIES.

10. THE CONTRACTOR SHALL MAINTAIN THE EXISTING ROOFING SYSTEMS UNLESS OTHERWISE NOTED. ANY CHANGES TO THE EXISTING ROOFING SYSTEMS SHALL BE APPROVED BY THE LOCAL AUTHORITIES.

11. THE CONTRACTOR SHALL MAINTAIN THE EXISTING FOUNDATION SYSTEMS UNLESS OTHERWISE NOTED. ANY CHANGES TO THE EXISTING FOUNDATION SYSTEMS SHALL BE APPROVED BY THE LOCAL AUTHORITIES.

12. THE CONTRACTOR SHALL MAINTAIN THE EXISTING STRUCTURAL SYSTEMS UNLESS OTHERWISE NOTED. ANY CHANGES TO THE EXISTING STRUCTURAL SYSTEMS SHALL BE APPROVED BY THE LOCAL AUTHORITIES.

13. THE CONTRACTOR SHALL MAINTAIN THE EXISTING INTERIOR FINISHES UNLESS OTHERWISE NOTED. ANY CHANGES TO THE EXISTING INTERIOR FINISHES SHALL BE APPROVED BY THE LOCAL AUTHORITIES.

14. THE CONTRACTOR SHALL MAINTAIN THE EXISTING EXTERIOR FINISHES UNLESS OTHERWISE NOTED. ANY CHANGES TO THE EXISTING EXTERIOR FINISHES SHALL BE APPROVED BY THE LOCAL AUTHORITIES.

15. THE CONTRACTOR SHALL MAINTAIN THE EXISTING PAINT UNLESS OTHERWISE NOTED. ANY CHANGES TO THE EXISTING PAINT SHALL BE APPROVED BY THE LOCAL AUTHORITIES.

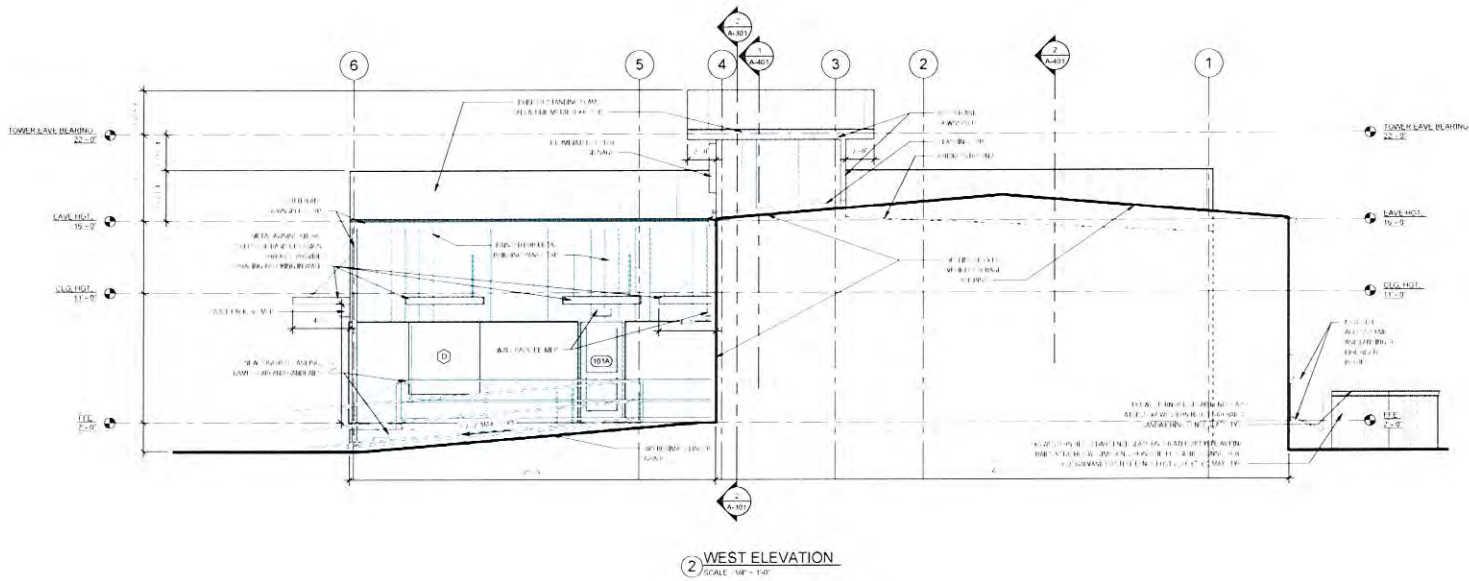
16. THE CONTRACTOR SHALL MAINTAIN THE EXISTING GLASS UNLESS OTHERWISE NOTED. ANY CHANGES TO THE EXISTING GLASS SHALL BE APPROVED BY THE LOCAL AUTHORITIES.

17. THE CONTRACTOR SHALL MAINTAIN THE EXISTING METALS UNLESS OTHERWISE NOTED. ANY CHANGES TO THE EXISTING METALS SHALL BE APPROVED BY THE LOCAL AUTHORITIES.

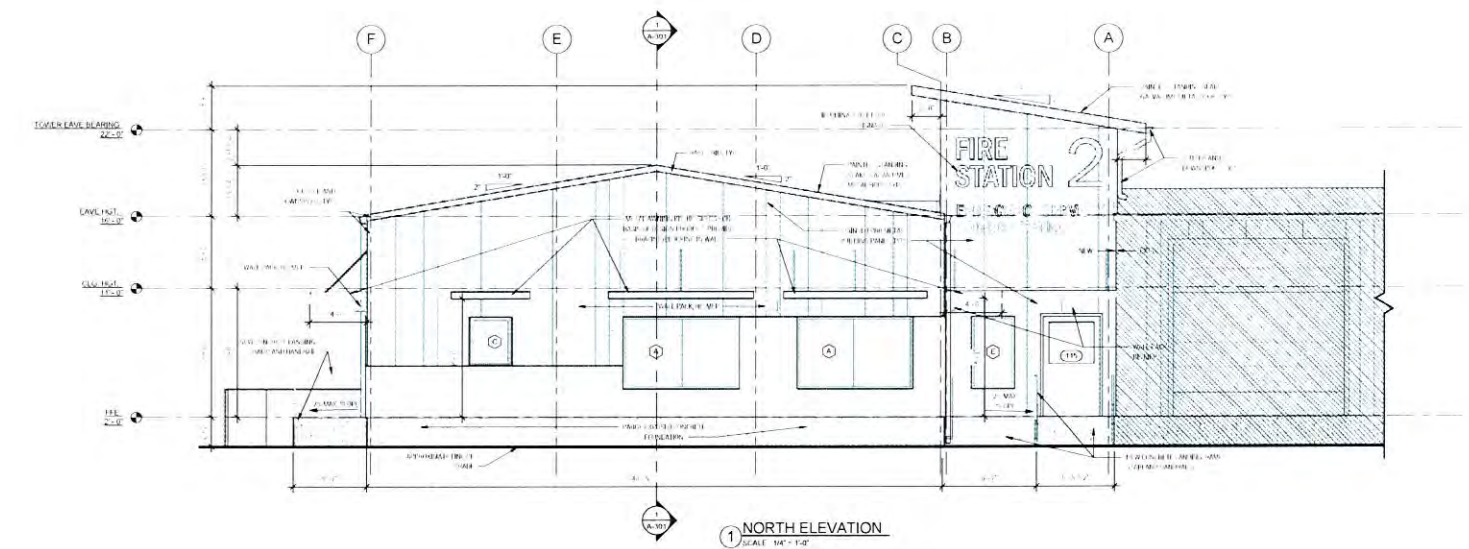
18. THE CONTRACTOR SHALL MAINTAIN THE EXISTING WOOD UNLESS OTHERWISE NOTED. ANY CHANGES TO THE EXISTING WOOD SHALL BE APPROVED BY THE LOCAL AUTHORITIES.

19. THE CONTRACTOR SHALL MAINTAIN THE EXISTING CONCRETE UNLESS OTHERWISE NOTED. ANY CHANGES TO THE EXISTING CONCRETE SHALL BE APPROVED BY THE LOCAL AUTHORITIES.

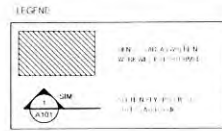
20. THE CONTRACTOR SHALL MAINTAIN THE EXISTING MASONRY UNLESS OTHERWISE NOTED. ANY CHANGES TO THE EXISTING MASONRY SHALL BE APPROVED BY THE LOCAL AUTHORITIES.



2 WEST ELEVATION  
SCALE 1/8"=1'-0"



1 NORTH ELEVATION  
SCALE 1/8"=1'-0"



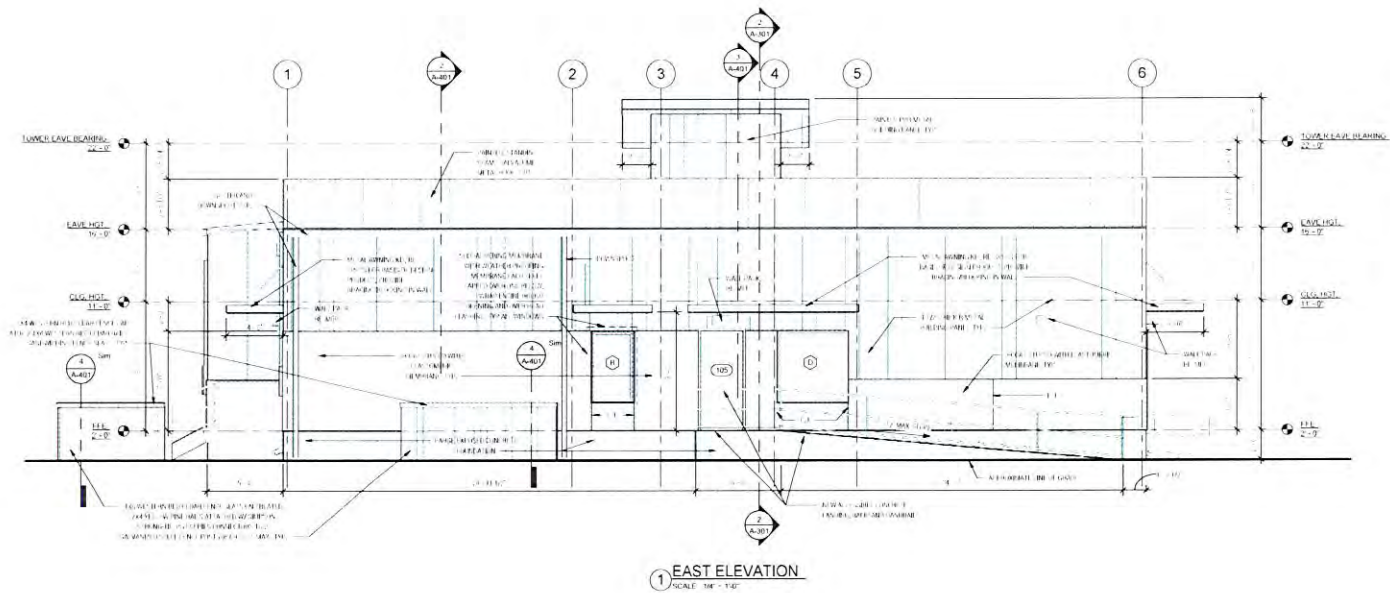
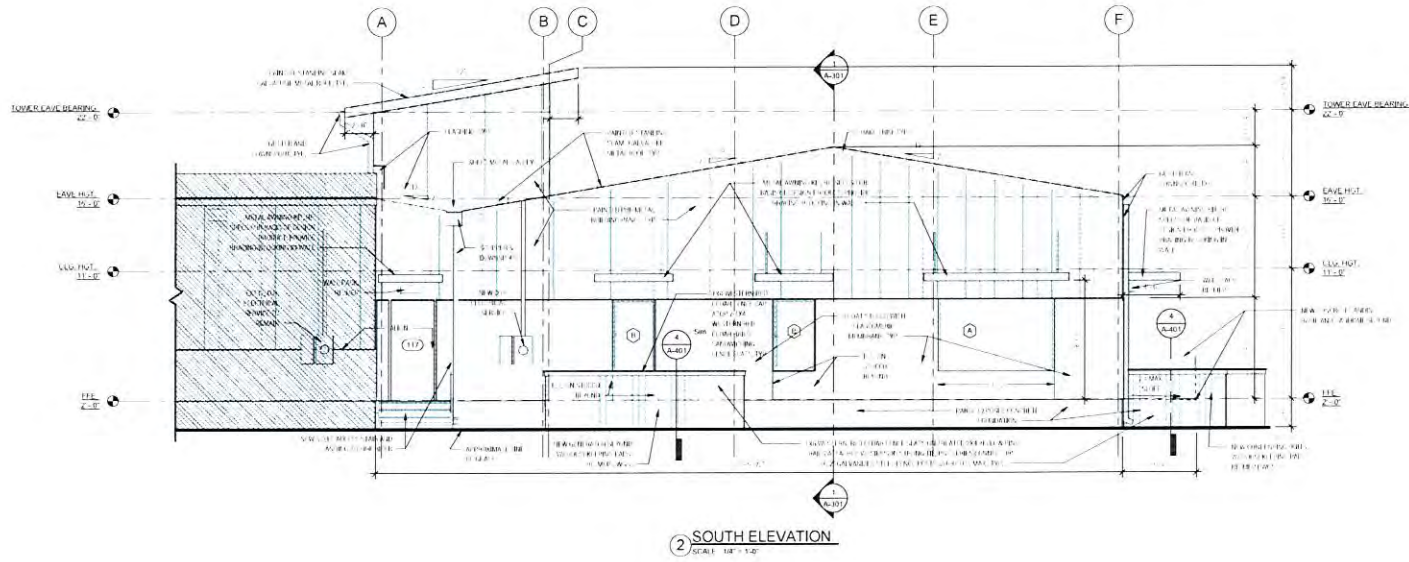
A NEW BUILDING FOR  
**LOCKHART FIRE STATION #2**  
 1916 W. SAN ANTONIO ST., LOCKHART, TX 78644

ISSUED FOR CONSTRUCTION

No.	Description	Date

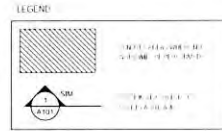
EXTERIOR ELEVATIONS  
**A-201**

DATE: 12/14/18  
 DRAWN: BPT/ST  
 SCALE: AS NOTED



**GENERAL NOTES**

1. REFER TO ALL SPECIFICATIONS FOR THE GENERAL NOTES OF THE ARCHITECTURAL DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MATERIALS AND LABORERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRANSPORTATION AND LOGISTICS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COMMUNICATIONS AND NETWORKING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SECURITY AND PROTECTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MAINTENANCE AND REPAIRS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY DEMOLITION AND DISPOSAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION AND INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TESTING AND INSPECTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING AND ARCHIVING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRAINING AND EDUCATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CERTIFICATION AND LICENSING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REGISTRATION AND COMPLIANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MONITORING AND EVALUATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REPORTING AND DOCUMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSULTING AND ADVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SUPPORT AND ASSISTANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COOPERATION AND COLLABORATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RESPECT AND COURTESY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY AND HEALTH. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENVIRONMENTAL AND SUSTAINABILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY QUALITY AND EXCELLENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INTEGRITY AND ETHICS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRANSPARENCY AND ACCOUNTABILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COMMUNICATIONS AND REPORTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FEEDBACK AND IMPROVEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INNOVATION AND CREATIVITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LEADERSHIP AND MOTIVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TEAMWORK AND COOPERATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RESILIENCE AND PERSISTENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY OPTIMISM AND POSITIVITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COURAGE AND BRAVERY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HONOR AND INTEGRITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RESPECT AND DIGNITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY GRATITUDE AND APPRECIATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY KINDNESS AND COMPASSION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PATIENCE AND TOLERANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HUMILITY AND MODesty. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SINCERITY AND HONESTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FAITH AND TRUST. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HOPE AND OPTIMISM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LOVE AND KINDNESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WISDOM AND UNDERSTANDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COURAGE AND BRAVERY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HONOR AND INTEGRITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RESPECT AND DIGNITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY GRATITUDE AND APPRECIATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY KINDNESS AND COMPASSION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PATIENCE AND TOLERANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HUMILITY AND MODesty. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SINCERITY AND HONESTY. 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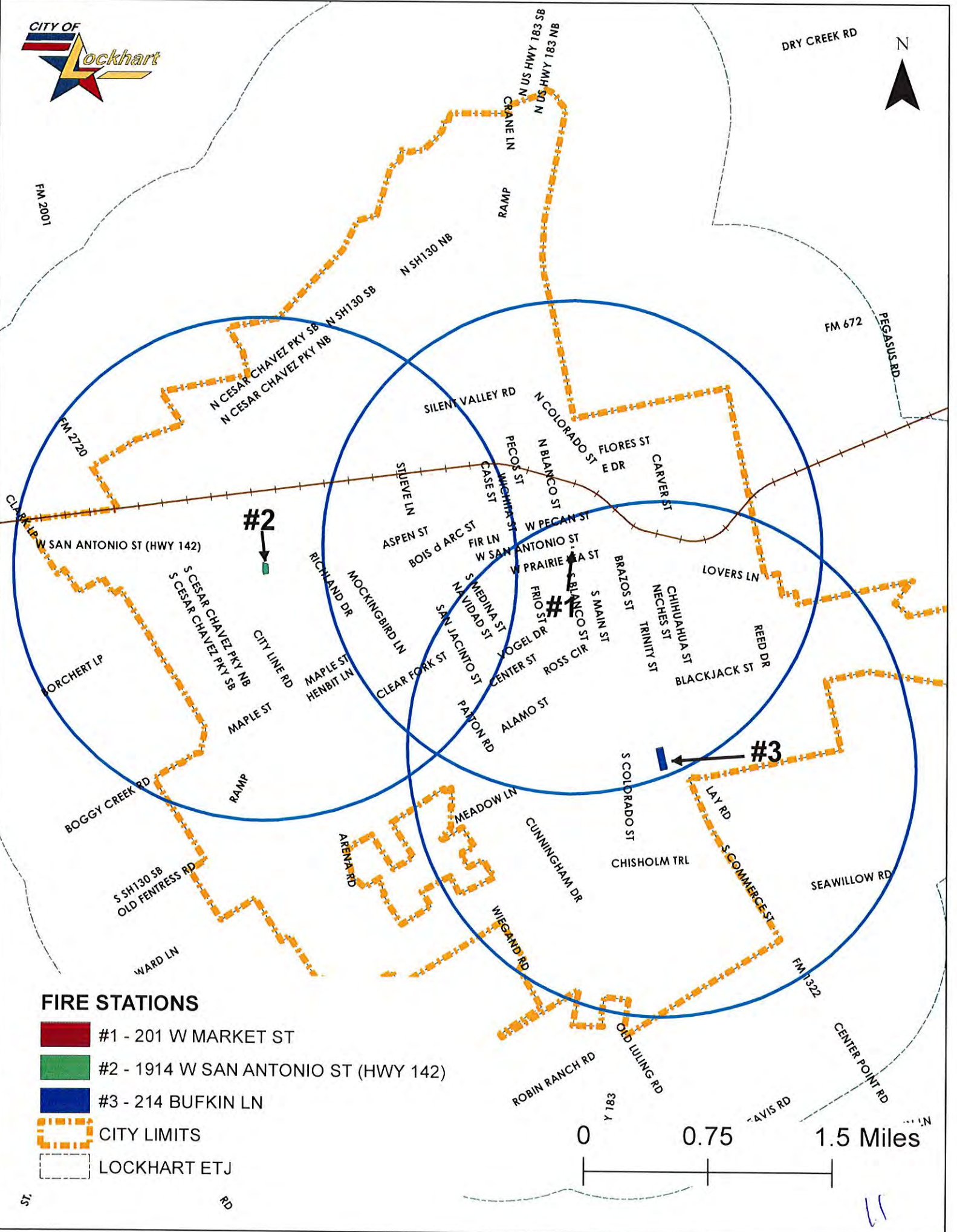


A NEW BUILDING FOR  
**LOCKHART FIRE STATION #2**  
 1916 W. SAN ANTONIO ST., LOCKHART, TX 78644

ISSUED FOR CONSTRUCTION

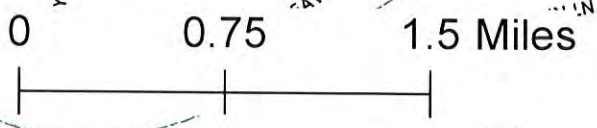
No.	Description	Date

EXTERIOR ELEVATIONS  
**A-202**



**FIRE STATIONS**

- #1 - 201 W MARKET ST
- #2 - 1914 W SAN ANTONIO ST (HWY 142)
- #3 - 214 BUFKIN LN
- CITY LIMITS
- LOCKHART ETJ



St. RD

11

**Proposed Fire Station #2**  
1916 W. San Antonio St.  
**ADDITIONAL SPECIFICATIONS**

**FOOTPRINT DETAILS**

- Living Space: **2,460 SF**
- Equipment Room & Vestibule: **316 SF**
- Existing Apparatus Bay: **2,400 SF**
- Existing Concrete Pad (25' x 60') in Front of Apparatus Building: **1,500 SF**

**CONSTRUCTION TIMEFRAME**

- Bidding to Contract Schedule: **60 Days**
- Construction Period: **6 to 8 Months**

**EXTERIOR CONSTRUCTION MATERIALS**

- Metal Clad Building & Stucco

**EXISTING APPARATUS BAYS**

The 2,400 SF metal building has three existing front entry roll-up overhead doors. Overhead doors each have a motor driven door opener installed but the electrical supply has not been installed to the door openers. There is no exhaust system in existing apparatus bays. A fire sprinkler system for the existing apparatus bays is included in bid specifications.

*Electrical supply to door openers and fire sprinklers are included in Fire Station #2 bid specifications.*

**EXISTING APPARATUS BAYS FLOOR COATING**

Add epoxy coating on existing apparatus bay floors for ease of care and fluid spill management.

*Floor coating is not included in current Fire Station #2 bid specifications.*

**EQUIPMENT STORAGE**

An equipment storage room with lockers for protective clothing worn by firefighters. Plumbing is included for future installation of washer / extractor for protective clothing cleaning. Ice machine for station and rehab. Station #1 washer / extractor will be used for cleaning of protective clothing and storage of all reserve protective clothing. SCBA fill station will remain at Fire Station #1.

*Storage room, lockers, and ice machine are included in current Fire Station #2 bid specifications.*

**PARKING LOT UPGRADES**

Upgrades to parking lot are needed due to current condition and the weight of fire apparatus with daily use. Repair and resurface parking lot (2,000 SY). Municipal Court also has \$12,000 budgeted in current FY for parking lot repairs in conjunction with building of Fire Station #2.

*Parking lot upgrades are not included current Fire Station #2 bid specifications.*

**FURNITURE & EQUIPMENT**

Furniture and equipment for Fire Station #2 to make it operational as fire administration and a fire station. Items include; office furniture, computers, tables, chairs, washer & dryer, document storage, projector, etc. Kitchen appliances to include refrigerators and oven are included in current Fire Station #2 bid specifications.

*Furniture & Equipment are not included in current Fire Station #2 bid specifications.*

**Fire Station #2**  
**1914 W. San Antonio St.**  
**BENEFITS & STAFFING**

**BENEFITS**

- Provide additional fire protection for the future growth of the 130 corridor.
- Enhance response times and distribution of resources to the west side of the City.
- Maintain and/or improve cities current Insurance Services Office (ISO) rating of 3/3X.
- Relocate fire administration to a more citizen accessible 1<sup>st</sup> floor location.
- Provide future housing for up to 8 shift firefighters and fire administration out of two fire stations.
- Provides location for all fire operations while Fire Station #1 is being remodeled.
- Location fits into the long-term plan of a 3rd future fire station on south side of city.

**STAFFING PLAN**

**FALL 2019**

After Station #2 construction is complete relocate all fire operations to Fire Station #2 to include;

- Engine 4, new Mini-Pumper, Brush 1, staff vehicles and Fire Administration.
- Reserve apparatus of Engine 2, Engine 1, and Rescue 1 will be stored at Fire Station 1.
- Begin remodel to upstairs of Fire Station #1.

**SPRING 2020**

After remodel, Fire Station #1 staffing will include;

- Engine 4 with a Captain and Driver
- Brush 1
- Reserve Engine 1

Fire Station 2 staffing to include;

- Fire Administration
- Mini-Pumper with Driver and Firefighter
- Reserve Engine 2
- Reserve Rescue 1

Each Fire Station would respond to ems, small fires, minor MVA's, etc. calls within the assigned district and respond to structure fires and other major incidents together as needed.



**CITY OF LOCKHART  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b> <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<b>Council Meeting Date: January 15, 2019</b>				
Department: Economic Development			Initials	Date
Department Head: Robert Tobias		Asst. City Manager		
Dept. Signature:		City Manager		1-4-19
Agenda Item Coordinator/Contact (include phone #): Robert Tobias (512) 376-0856				
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
Discussion regarding Resolution 2019-02 approving a Type B project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Austin Community College in the amount of \$32,000 to purchase equipment used to teach Heating, Ventilation and Air Conditioning (HVAC), welding, electrical, plumbing and other high demand occupations at the Lockhart ISD Cisneros Campus. (FIRST READING)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
<b>BALANCE</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>FUND(S): LEDC</b>				
<b>SUMMARY OF ITEM</b>				
The Lockhart Economic Development Corporation (LEDC) held the required public hearing on December 17, 2018 regarding the ACC (Austin Community College) funding request for \$32,000 and have approved this investment into preparing our students and residents for these high demand occupations. This will be a one-time expense only. These funds will be used to purchase equipment and supplies to be housed at the Lockhart ISD Cisneros Campus, as well as to leverage funds from other sources. The HVAC classes are planned to begin in early 2019. Welding classes are set to begin later in the year, followed by electrical, plumbing and other high demand occupations. These courses are being modeled after similar programs at Round Rock and Georgetown ACC campuses which are very successful, thus the desire to expand to the Lockhart area.				
<b>STAFF RECOMMENDATION</b>				
Staff respectfully recommends approval of Resolution 2019-02 as presented.				
List of Supporting Documents: Resolution 2019-02, LEDC Minutes from December 3 and 17, 2018 board meeting, funding request from ACC, Performance Agreement		Other Departments, Boards, Commissions or Agencies: Lockhart Economic Development Corporation		
		14		

**RESOLUTION NO. 2019-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, APPROVING A PROGRAM OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION, TOWIT: A GRANT OF \$32,000.00 TO AUSTIN COMMUNITY COLLEGE FOR THE PURCHASE OF EQUIPMENT TO BE USED IN ITS LOCAL JOB TRAINING PROGRAM; COMPLYING WITH SECTION 501.073, TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR OPEN MEETING READING AND ADOPTION, AND AN EFFECTIVE DATE**

**WHEREAS**, the Lockhart Economic Development Corporation (LEDC") is a Type B Economic Development Corporation; and

**WHEREAS**, the Texas Development Corporation Act, Chapters 501-505, Texas Local Government Code, ("the Act") provides that job training is a public purpose, and that job training is essential to the economic growth of this state and to the full employment, welfare, and prosperity of residents of this state; and

**WHEREAS**, Sec. 501.101 includes as an authorized project primary job training facility for use by institutions of higher education; and

**WHEREAS**, the expenditure of economic sales tax revenue for job training purposes is authorized under other provisions of the Act, including Sec. 501.105 when it involves equipment to be required or suitable for use for a career center in an area that is not located in the taxing jurisdiction of junior college district; and

**WHEREAS**, the City of Lockhart is within the service area, but not the taxing jurisdiction of the Austin Community College ("ACC"), which provides job training and career services to residents of the City and the surrounding area; and

**WHEREAS**, the Board of Directors of the LEDC has found that an expenditure of \$32,000 of its sales tax revenue for the purchase of certain equipment is required or suitable for ACC's use in its job training and career center program; and

**WHEREAS**, the Board of Directors of the LEDC has published notice and scheduled a public hearing to allow and receive public comment on such an expenditure; and

**WHEREAS**, Section 501.073 requires that the Lockhart City Council, as the governing body of the LEDC's authorizing unit will approve all programs and expenditures of the LEDC; and

**WHEREAS**, the action authorized by this Resolution is in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out of the authority granted by law to the City and the EDC;

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

1. The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Council hereby incorporates such recitals as a part of this Resolution.
2. The program approved by the Board of Directors of the LEDC, being the provision of \$32,000 to Austin Community College for the purchase of equipment to be utilized in its job training and career center services, as described above, is hereby in all things approved and authorized.
3. This Resolution shall take effect immediately from and after its passage at a second separate reading.
4. This Resolution is read and adopted at meetings that were open to the public and notice of the time, place and purpose of said meetings was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**PASSED AND ADOPTED** at a regular meeting of the Lockhart City Council held on this 15<sup>th</sup> day of January 2019.

CITY OF LOCKHART

\_\_\_\_\_  
Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Connie Constancio, TRMC

\_\_\_\_\_  
Peter Gruning, City Attorney



**LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)  
MINUTES  
December 3, 2018 - 6:00 P.M.  
CITY HALL UPSTAIRS MEETING AREA  
308 WEST SAN ANTONIO STREET**

**Board Members Present:** Alan Fielder, Chairman; Nic Irwin, Vice-Chair; Morris Alexander; Frank Estrada; Dyral Thomas; Umesh Patel

**Board Members Absent:** Alfredo Munoz

6 of seven members present creating a quorum of 6 at the time the meeting was called to order.

**Staff Present:** Steve Lewis, President LEDC; Rob Tobias, Director Economic Development

**Guests:** None

1. CALL TO ORDER

**The Lockhart Economic Development Corporation meeting was called to order at**

**6:00 p.m. by Alan Fielder, Chairman. The members are marked present**

**creating a quorum of 6 at the time the meeting was called to order.**

A. Discussion and/or action regarding the minutes from the October 1, 2018 meeting.

*Motion to approve the minutes from the October 1, 2018 meeting as presented.*

*Motion: Nic Irwin*

*Second: Morris Alexander*

*Vote: 6 of 6*

B. Discussion and/or action regarding the sales tax and financial reports.

Pam Larison, Interim Finance Director, provided a recap of the financial status and shared a compilation of outstanding encumbrances. There was discussion followed by votes.

*Motion to approve the sales tax and financial reports as presented.*

*Motion: Morris Alexander*

*Second: Nic Irwin*

*Vote: 6 of 6*

C. Discussion and or action regarding a request for a donation in the amount of \$32,000 to Austin Community College to purchase equipment for local training.

Mr. Tobias stated this is a project that we have been working on since the summer with Dr. Hector Aguilar and Donald Tracy of ACC. A couple months ago, an MOU was approved between ACC, LISD and the LEDC. ACC will be providing the resources to develop and implement these programs. Lockhart ISD

made a building available at the Cisneros Campus off of Pine Street and will be helping to recruit students, and the LEDC will invest funding resources, as well as help recruit employers and adults to these programs.

Mr. Tobias then introduced Dr. Hector Aguilar and Donald Tracy to the board. They gave the LEDC board a presentation regarding the programs that are coming into the Lockhart area. HVAC will begin in January 2019, followed by welding, electrical and others.

Dr. Aguilar stated that the \$32,000 would be spent on supplies and materials to buy equipment needed to teach these classes at the Lockhart campus. He stated that HVAC and welding programs will be the first courses offered. As the interest grows there will be more courses offered in the future.

*Motion to donate \$32,000 to purchase equipment for local HVAC training.*

*Motion: Alfredo Munoz*

*Second: Morris Alexander*

*Vote: 6 of 6*

- D. Discussion and/or action regarding Economic Development Administration matching grant amount up to \$500,000 in support of development of “life sciences” campus along SH-130.

Mr. Tobias stated that there is a letter in the board packet from the County stating that the Commissioners Court approved the pursuit of an EDA grant for \$2.5 million and a USDA grant for \$300,000. While the USDA does not require a match, the EDA reserved a 20% match of \$500,000. The company, Lone Star Life Sciences has offered to contribute 50% of the match, if the LEDC would contribute the other half of \$250,000.

Mr. Tobias introduced Matt Atwood to the LEDC Board. Mr. Atwood gave a brief presentation regarding why Lockhart was chosen and the progress of the project. Mr. Tobias advised the board of the growth projected for the life sciences industry and that this was reflected as a target industry by both the Austin Chamber and the GSMP. The life science industry is growing and is seeking sites in the Austin region. He also advised the board that other life sciences companies were considering sites in the area. The board tabled the discussion and asked the staff to reach out to the County and others regarding coordinating contributions to the match amount.

### 3. **DISCUSSION ONLY**

- A. Austin Community College Lockhart training update
- B. Update on FreshBox Farms
- C. Update on Lone Star Life Science
- D. Update on Turner Company

Mr. Tobias stated Turner bought 31 acres on FM 142 and Cistern. They are waiting for the construction permit from the County and TxDot, so they can begin to develop the site. They must widen the roadway within one year of the startup of their operations.

- E. Other projects

Mr. Tobias gave a brief update on various emerging projects.

### 4. **ADJOURN**

The meeting was adjourned by unanimous vote.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)

MINUTES

Monday, December 3, 2018 - 6:00 P.M.

CITY HALL - UPSTAIRS

308 WEST SAN ANTONIO STREET

Page 2 of 2

**LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)  
MINUTES**

**December 17, 2018 - 6:00 P.M.  
Glosserman Room – Downstairs – City Hall  
308 WEST SAN ANTONIO STREET**

**Board Members Present:** Alan Fielder, Chairman; Nic Irwin, Vice-Chair; Morris Alexander; Frank Estrada; Dyral Thomas; Umesh Patel

**Board Members Absent:** Alfredo Munoz

6 of seven members present creating a quorum of 6 at the time the meeting was called to order.

**Staff Present:** Steve Lewis, President LEDC; Rob Tobias, Director Economic Development

**Guests:**

1. CALL TO ORDER

**The Lockhart Economic Development Corporation meeting was called to order at**

**6:00 p.m. by Alan Fielder, Chairman. The members are marked present  
creating a quorum of 6 at the time the meeting was called to order.**

2. PUBLIC HEARING

A. Conduct a public hearing on the Lockhart Economic Development Corporation's providing of \$32,000 to Austin Community College for equipment for its job training program.

*Open Public Hearing at 6:01 pm.*

*Is there anyone present who would like to speak in opposition to the proposed project?*

*There was none.*

*Is there anyone present who has not spoken that is in favor of the proposed project?*

*There was none.*

*Close Public Hearing at 6:02pm.*

3. ADJOURN

*Motion to adjourn:*

*Motion: Morris Alexander*

*Second: Nic Irwin*

*Vote: 6 of 6*

**LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)  
MINUTES**

**Monday, December 17, 2018 - 6:00 P.M.  
Glosserman Room – Downstairs – City Hall  
308 WEST SAN ANTONIO STREET**

Page 1 of 1



November 2, 2018

To Alan Fielder, Chair of the Lockhart Economic Development Corporation Board:

In partnership with the Workforce Solutions Rural Capital Area Board, we are trying to expand our Austin Community College (ACC) Continuing Education Trades programs to Lockhart and other communities in the surrounding counties. The programs we offer are not traditional two-year Associate degree programs, but rather quicker 4-6 month training programs that assist people that are unemployed or underemployed to acquire a job soon. Likewise, they support the workforce and economic development in an area by supplying trained future employees to existing companies, as well as, serving as a corporate retention tool for attracting prospective employers to the region. The trades programs that we intend to offer may include a rotating schedule for HVAC, Welding, Electrical, and Plumbing. We would work with you (LEDC), WFSolutions Rural Cap, and employers to make sure that we rotate programs just in time and not flood the market in any given area.

We have assigned a Coordinator and supporting staff to manage these programs in Lockhart and the surrounding region and have the curriculum and Instructors prepared for implementation.

The Workforce Solutions Rural Capital Area Board will be assisting this project by recruiting students and providing them with tuition assistance and potential wrap-around support services if needed. They will also work closely with you in Lockhart, employers, and us at ACC, to get the graduates employed.

And thanks to you, the LEDC, and LISD, we have the appropriate space in Lockhart to offer these programs. We will be working closely with LISD by providing them with discounted seats in return for the usage of their facility. These type arrangements are a definite win-win for all.

The one piece that is still missing is equipment to train the students. Because we already run these type programs in other areas, such as in Round Rock, we know what we need in terms of equipment. Together with WFSolutions Rural Cap we are applying for grant funding to help us to acquire the equipment.

However, to strengthen our chances of grant approval, we are asking you for a donation of \$32,000. We estimate the floor cost for sets of rotating training equipment at \$300,000. The \$32,000 would assist us with some of the electrical components for the electrical trainers.

We are not sure what the chances of grant approval are, but even if we were not to be approved, the \$32,000 would help us get started. Our intent is to start offering a first cohort program in HVAC in mid-January after the holidays (Jan. 15).

Therefore, we make this formal funding request to the LEDC board to strengthen our grant proposal and to help us get started. Thanks in advance for your favorable consideration.

Sincerely,

Hector Aguilar, PhD

Dean of Continuing Education

cc: Steve Lewis, President, Lockhart Economic Development  
Robert Tobias Director, Lockhart Economic Development

## ECONOMIC DEVELOPMENT PROGRAM PERFORMANCE AGREEMENT

This Economic Development Program Performance Agreement (“Agreement”) is entered by and between the Lockhart Economic Development Corporation (“LEDC”) and the Austin Community College (“ACC”) effective on this the \_\_\_\_ day of \_\_\_\_\_, 2019.

### Recitals

1. The LEDC is a Type B Economic Development Corporation located in the City of Lockhart, Texas that receives economic development sale tax revenue pursuant to the Texas Development Corporation Act, Chapters 501-505, Texas Local Government Code, (“the Act”),
2. The ACC is a two-year college that serves central Texas and provides higher education and technical training to students who desire to earn a degree, learn a marketable skill, and advance their careers.
3. The Act provides that job training is a public purpose, and that job training is essential to the economic growth of this state and to the full employment, welfare, and prosperity of residents of this state.
4. Sec. 501.101 of the Act includes as an authorized project, a primary job training facility for use by institutions of higher education.
5. The Act provides that the expenditure of economic sales tax revenue for job training purposes is authorized under other provisions of the Act, including Sec. 501.105 when it involves equipment to be required or suitable for use for a career center in an area that is not located in the taxing jurisdiction of junior college district.
6. The City of Lockhart is within the service area, but not the taxing jurisdiction of the Austin Community College (“ACC”), which provides job training and career services to residents of the City and the surrounding area.
7. ACC has requested and the Board of Directors of the LEDC have found that an expenditure of sales tax revenue for the purchase of certain equipment is required or suitable for ACC’s use in its job training and career center program.
8. The requirements of the Act regarding notice, a public hearing, approval by the City Council of Lockhart and other details of compliance in order to provide revenue for an authorized project or program of a Type B Economic Development Corporation have been or are currently being completed.

## Terms

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

1. ACC shall provide continuing education and job training services in Lockhart and the surrounding area, including programs in construction trades and other marketable skills that will assist residents of the City and area to obtain primary jobs and to further their careers.
2. LEDC shall provide ACC a grant of not to exceed thirty-two thousand dollars (\$32,000.00) of economic sales tax revenue to assist ACC in obtaining equipment, facilities, use of a career center, and materials necessary, suitable, or useful in the providing of such continuing education and job training in Lockhart and the surrounding area.
3. Upon written request from LEDC, ACC shall provide a report detailing its provision of job training and continuing education in Lockhart and the surrounding area and the purposes for which the aforesaid grant of economic sales tax revenue was utilized. The LEDC, upon reasonable notice and at any reasonable time, shall have the right to review any and all records of ACC related to the provisions of this Agreement.
4. In the event of any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement, the parties shall attempt in good faith to resolve the same by good faith mediation before a mediator agreed to by the parties. LEDC and ACC expressly waive any statutory or other legal requirement that may exist for serving notices or engaging in alternative dispute resolution prior to doing so. Both parties reserve the right to seek any other legal remedy available regarding any such controversy or claim.
5. This Agreement may not be assigned to any third party by ACC without the written consent of LEDC.
6. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

LEDC:                    Lockhart Economic Development Corporation  
                                  Attn: President, Board of Directors  
                                  308 W. San Antonio  
                                  P.O. Box 239  
                                  Lockhart, TX 78644

ACC: Austin Community College District  
Attn: Neil Vickers  
EVP, Finance & Administration  
5930 Middle Fiskville Road  
Austin, TX 78752

7. This Agreement contains the entire agreement between the LEDC and ACC with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by the LEDC and ACC.
8. In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.
9. LEDC and ACC agree to do all things reasonably necessary and appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the date first written above.

**THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION:**

\_\_\_\_\_  
Steve Lewis, LEDC President

**ATTEST:**

\_\_\_\_\_  
Rob Tobias, LEDC Secretary

**AUSTIN COMMUNITY COLLEGE:**

\_\_\_\_\_  
Neil Vickers,  
EVP, Finance & Administration

**LOCKHART CITY COUNCIL  
SPECIAL MEETING/WORKSHOP**

**DECEMBER 11, 2018**

**6:30 P.M.**

**CLARK LIBRARY ANNEX-COUNCIL CHAMBERS, 217 SOUTH MAIN STREET, 3<sup>rd</sup> FLOOR,  
LOCKHART, TEXAS**

**Council present:**

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

Mayor Lew White  
Councilmember John Castillo  
Councilmember Kara McGregor  
Councilmember Brad Westmoreland

**Branding and Wayfinding Ad-Hoc Committee members present:**

Kara McGregor  
Christie Pruitt

**Staff present:**

Steve Lewis, City Manager  
Dan Gibson, City Planner  
Kevin Waller, Assistant City Planner

Connie Constancio, City Secretary  
Sean Kelley, Public Works Director

**Citizens/Visitors Addressing the Council:** Citizens: Shirley Williams, Homer Williams, Jennifer Sanchez and Miles Smith.

**ITEM 1. CALL TO ORDER.**

Mayor Lew White called the special meeting/workshop to order at 6:35 p.m.

**ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.**

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

**ITEM 3-A. DISCUSSION AND/OR ACTION REGARDING A POSSIBLE NEW CITY LOGO.**

Christie Pruitt and Councilmember McGregor explained that the Branding and Wayfinding Committee members' decision was to recommend a logo that resembles the Caldwell County Courthouse. The proposed logo was considered in various formats, fonts and colors.

The following are items that the Committee believes should be considered for a new logo:

- Should include elements of both traditional and modern design.
- Needs to hold up over time. Needs to have restraint and classic design principles.
- Should read well and be recognizable in black-and-white colors, and be able to stand alone from the wordmark.
- Wordmark can be accompanied with a tag line or graphic element, but the wordmark should be able to stand alone.
- Wordmark should include "City of" in addition to "Lockhart".
- Font choices/design should reflect the union of traditional with modern style.

There was discussion regarding the proposed logo and about possibly reviewing a few more options. Councilmember McGregor disagreed with the idea of exploring other logo options.

Mayor White requested the following citizens to address the Council:

Shirley Williams, Citizen, stated that she had previously served on a logo committee and understood how difficult it is to find a medium. She stated that the proposed logo image does not remind her of the courthouse.



Jennifer Sanchez, Citizen, stated that she did not believe the Courthouse was a suitable image for the city logo. Ms. Sanchez suggested that the logo hones in on Lockhart being the Barbecue Capital of Texas.

Homer Williams, Citizen, suggested that the city logo not utilize the Courthouse, in order to better distinguish between City and County operations.

There was discussion.

Councilmember Castillo suggested that there not be a logo image, only the city name with a tagline.

Councilmember Westmoreland solicited news reporter Miles Smith's input.

Mr. Smith stated that he agreed an image may not be necessary; only the city name with a tagline.

Councilmember Michelson also suggested that the Branding and Wayfinding Committee return to the City Council with a logo minus the image.

Councilmember McGregor requested that the Committee be disbanded because other appointed members of the Committee have indicated that they would no longer be available to meet. This would allow a few interested citizens to discuss the logo as volunteers since there would not be a quorum available. There was discussion.

Mr. Gibson reminded the Council that the Ad-Hoc Committee was created to address both Branding and Wayfinding. The Committee has only reviewed the branding portion of the task. There was discussion.

Mayor White made a motion to accept the report of the Branding and Wayfinding Ad-hoc Committee, as presented, to place an item on the December 18, 2018 agenda to dissolve the Branding and Wayfinding Ad-hoc Committee, and request Councilmember McGregor, Christie Pruitt and Roy Watson to work independently and return with a recommendation about the proposed new logo without the icon or image to the City Council in January 2019. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

**ITEM 4. ADJOURNMENT.**

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 8:20 p.m.

PASSED and APPROVED this the 15<sup>th</sup> day of January 2019.

**CITY OF LOCKHART**

\_\_\_\_\_  
Lew White, Mayor

ATTEST:

\_\_\_\_\_  
Connie Constancio, TRMC  
City Secretary

**REGULAR MEETING  
LOCKHART CITY COUNCIL**

**DECEMBER 18, 2018**

**6:30 P.M.**

**CLARK LIBRARY ANNEX-COUNCIL CHAMBERS, 217 SOUTH MAIN STREET, 3<sup>rd</sup> FLOOR,  
LOCKHART, TEXAS**

**Council present:**

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

Mayor Lew White  
Councilmember John Castillo  
Councilmember Kara McGregor  
Councilmember Brad Westmoreland

**Staff present:**

Steve Lewis, City Manager  
Peter Gruning, City Attorney  
Pam Larison, Interim Finance Director  
Sean Kelley, Public Works Director

Connie Constancio, City Secretary  
Julie Bowermon, HR/Civil Service Director  
Dan Gibson, City Planner

**Citizens/Visitors Addressing the Council:** Tina Croley of Rio Texas Conference; and, Citizens: Joel Gammage, Mike Hollifield, and Tom Guyton.

**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:

**PRESENTATION ONLY**

**A. PRESENTATION BY AND DISCUSSION WITH TINA CROLEY, DISASTER CASE MANAGER OF CALDWELL COUNTY – RIO TEXAS CONFERENCE REGARDING THEIR CONTINUED EFFORTS TO PROVIDE DISASTER RELIEF TO THOSE AFFECTED BY HURRICANE HARVEY IN CALDWELL COUNTY.**

Ms. Croley of Rio Texas Conference provided information about the continued assistance offered by the Caldwell County-Rio Texas Conference for Hurricane Harvey victims in Caldwell County. She invited hurricane victims to apply for assistance and requested that the City assist with informing the public about the assistance program which still has funds available for victims.

**DISCUSSION ONLY**

**A. DISCUSS MINUTES OF THE CITY COUNCIL MEETINGS OF NOVEMBER 20, 2018 AND DECEMBER 4, 2018.**

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

**B. DISCUSS RECOMMENDED FUEL BID AWARD TO GOLDEN WEST OIL COMPANY OF GONZALES BRANCH WITH A PROFIT MARGIN OF 4.99 CENTS PER GALLON FOR GASOLINE AND 5.75 CENTS PER GALLON FOR DIESEL OVER THE OIL PRICE INFORMATION SERVICE (OPIS) PRICE FROM AUSTIN, TEXAS, RACK, POSTED WEEKLY. IF APPROVED, THE TERM OF THE CONTRACT WILL BE FOR ONE YEAR.**

Mr. Kelley stated that fuel bids were sought in compliance with State law. The City uses about 40,000 gallons of gasoline and 26,000 gallons of diesel per year. Four bids were received from oil companies interested in delivering gasoline (plus) and diesel to the Public Works yard. The bid submitted by Golden West Oil Company of Gonzales was \$0.0499 profit per gallon for gasoline and \$0.0575 profit per gallon for diesel. The term of the contract is for one year from the approval by City Council. Mr. Kelley recommended approval. There was discussion.

**C. DISCUSS RECOMMENDATION BY GUADALUPE-BLANCO RIVER AUTHORITY (GBRA) TO AWARD BID IN THE AMOUNT OF \$91,225 TO ADVANCE WATER WELL TECHNOLOGIES OF CONVERSE, TEXAS FOR MECHANICAL CLEANING AND CHEMICAL TREATMENT OF LOCKHART'S WATER WELL NUMBER 9 THAT WILL EXTEND THE LIFE AND INCREASE THE PRODUCTIVITY OF THE WELL.**

Mr. Kelley stated that Water Well number 9 originally had a capacity to pump about 800 gallons per minute; the pumping of the well has dropped significantly over the last 3-5 years to around 300-400 gallons per minute. This well normally is one of the city's higher capacity wells for production. GBRA engineers strongly recommend a major mechanical cleaning and chemical treatment of the well to recover the desired well production and extend the life of the well. Advertisements for bids were completed by GBRA in compliance with State law. Five bids were submitted with the highest bid being \$104,465 and the lowest bid being \$89,750. After conducting reference checks, GBRA recommends awarding the bid to Advance Water Well Technologies, which is the most qualified bidder in the amount of \$91,225. This company is well qualified and has the personnel and equipment to perform the work as specified. Mr. Kelley recommended approval. There was discussion.

**D. DISCUSS DISBANDING THE BRANDING AND WAYFINDING AD-HOC COMMITTEE.**

Mayor White stated that during the December 11, 2018 workshop, the consensus of the Council was to request individuals to return with a proposed logo consisting of a tagline, but without a graphic image.

There was discussion regarding reconsidering the previous decision and to request that the volunteers present a new logo with an image instead of the city name with a tag line.

After discussion, Mayor White clarified that the Council has three options to consider in reference to a new logo: 1) go with the proposed new logo that will be presented by the volunteer citizens in January 2019; 2) keep the existing logo; or, 3) hire a design firm to assist with a new logo. There was discussion.

After discussion, the consensus of the Council was that the committee be disbanded tonight, allow several individuals to return with a final rendition as citizens, and that the council make a final decision about the logo after reviewing the recommended new logo at a meeting in January 2019.

**E. DISCUSS WITHDRAWING PREVIOUSLY APPROVED STREET CLOSURES AND IN-KIND SERVICES FOR THE HOT RODS AND HATTERS CAR SHOW THAT WAS SCHEDULED IN LOCKHART FOR FEBRUARY 1-2, 2019; AND TO CONSIDER WITHDRAWING THE PREVIOUSLY ALLOCATED FISCAL YEAR 2019 HOTEL OCCUPANCY TAX FUNDS FOR HAT ROD PRODUCTIONS.**

Mayor White stated that car show has been moved to the City of Gonzales. He stated that the City of Lockhart should cancel the special activity permit with street closures and in-kind services and discuss withdrawing the 2019 the hotel occupancy funds and how to utilize those funds.

Mayor White stated that Joel Gammage requested to address the Council.

Joel Gammage stated that Hat Rod Productions will donate an amount equal to the final 2018 hotel occupancy tax funds received from the City of Lockhart to the Gaslight-Baker Theatre and to the Pegasus School. He also stated that he would like to redesign his highway banner to accommodate the Downtown Business Association for the First Friday event and donate it to them. He thanked the City Council and the community for working with him the past seven years.

Mr. Gruning reminded the Council that according to the Tax laws, hotel occupancy funds must be used for events that promote tourism and bring heads in beds. Mr. Gammage replied that he understood that he would not be receiving hotel occupancy funds in 2019; his donations to the organizations would equal the amount of the last hotel occupancy funds received by the City of Lockhart in 2018.

**F. DISCUSS RESOLUTION 2018-22 NAMING THE CITY OF LOCKHART’S NOMINEE TO FILL A VACANT POSITION TO THE BOARD OF DIRECTORS OF THE CALDWELL COUNTY APPRAISAL DISTRICT.**

Councilmember Mendoza stated that he would like to nominate Debbie Cortez-Sanders. There was brief discussion.

RECESS: Mayor White announced that the Council would recess for a break at 6:55 p.m.

**REGULAR MEETING**

**ITEM 1. CALL TO ORDER.**

Mayor Lew White called the regular meeting of the Lockhart City Council to order at 7:30 p.m.

**ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.**

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

**ITEM 3. CITIZENS/VISITORS COMMENTS.**

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

**ITEM 4-A. HOLD A PUBLIC HEARING ON APPLICATION ZC-18-12 BY MICHAEL HOLLIFIELD ON BEHALF OF CYNTHIA ALVAREZ FOR A ZONING CHANGE FROM CCB COMMERCIAL CENTRAL BUSINESS DISTRICT AND CHB COMMERCIAL HEAVY BUSINESS DISTRICT TO CCB COMMERCIAL CENTRAL BUSINESS DISTRICT ON PART OF LOTS 4 AND 5, BLOCK 23, ORIGINAL TOWN OF LOCKHART, LOCATED AT 115 NORTH COMMERCE STREET.**

Mayor White opened the public hearing at 7:31 p.m. and requested the staff report.

Mr. Gibson stated that at some point in the past the area covered by the building was rezoned to CHB Commercial Heavy Business District to accommodate the former dry cleaner occupant. The area of the property not occupied by the building remained zoned CCB Commercial Central Business District. This application proposes to make the zoning of all parts of the property CCB, which is the same as the abutting zoning classification on all four sides. The proposed use of the building is a church, which will require an application for approval of a specific use permit following approval of the zoning change. However, any future use of the building will require off-street parking under the current CHB zoning, but there is inadequate access and open space on the property for parking that would be required. The proposed CCB classification would eliminate that nonconformity since it does not require off-street parking. The requested rezoning will eliminate what is essentially a spot zoning situation, resulting in the same zoning classification applying uniformly to the entire area. The requested CCB district zoning classification is consistent with the Mixed Retail, Office, and Residential future land use designation shown on the Lockhart 2020 Comprehensive Plan Land Use Plan map. Mr. Gibson compared the uses allowed by-right or that require a specific use permit between the CCB and CHB districts. There was no opposition expressed, either in person or in writing. Mr. Gibson stated that staff and the Planning and Zoning Commission recommend approval. There was discussion.

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Mayor White requested the applicant to address the Council:

Mike Hollifield, applicant, stated that Promiseland Church has been in Lockhart for approximately 2 1/2 years and that the proposed location would suit their needs. He requested approval of the zoning change.

There was discussion regarding the inadequate parking since there is another church across the street that might hold services at the same time. Mr. Hollifield stated that he would consult with the church across the street to coordinate times to hold service that would not conflict with each other, and that would allow adequate parking for both church services.

There was discussion regarding the proposed use of a church in an area where there are restaurants that serve alcohol within 300-feet. Mr. Gibson replied that the restaurants within 300-feet of the proposed property that serve alcohol will not be affected by the Texas Alcoholic Beverage Commission (TABC) 300-foot boundary restriction. The existing restaurants that serve alcohol will be grandfathered. The grandfathering will cease only if a restaurant or bar has been closed for six month or longer.

Mr. Gruning reminded the Council that the public hearing is regarding a zoning change; not the proposed use of a church.

Mayor White requested citizens in favor of the zoning change to address the Council.

Tom Guyton, 507 Shellys Cove, spoke in favor of the zoning change. He pointed out several community attributes that Promiseland Church has contributed to the community.

Mayor White requested additional citizens or those against the zoning change to address the Council. There were none. He closed the public hearing at 8:08 p.m.

**ITEM 4-B. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2018-30 AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS PART OF LOTS 4 AND 5, BLOCK 23, ORIGINAL TOWN OF LOCKHART, LOCATED AT 115 NORTH COMMERCE STREET, FROM CCB COMMERCIAL CENTRAL BUSINESS DISTRICT AND CHB COMMERCIAL HEAVY BUSINESS DISTRICT TO CCB COMMERCIAL CENTRAL BUSINESS DISTRICT.**

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2018-30, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

**ITEM 5. CONSENT AGENDA.**

Mayor Pro-Tem Sanchez requested that consent agenda item 5A be pulled for discussion.

Mayor Pro-Tem Sanchez made a motion to approve consent agenda items 5B, 5C and 5D. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

The following are the consent agenda items that were approved:

- 5B: Approve recommended fuel bid award to Golden West Oil Company of Gonzales Branch with a profit margin of 4.99 cents per gallon for gasoline and 5.75 cents per gallon for diesel over the Oil Price Information Service (OPIS) price from Austin, Texas, RACK, posted weekly. If approved, the term of the contract will be for one year.
- 5C: Approve recommendation by Guadalupe-Blanco River Authority (GBRA) to award bid in the amount of \$91,225 to Advance Water Well Technologies of Converse, Texas for mechanical cleaning and chemical treatment of Lockhart's Water Well number 9 that will extend the life and increase the productivity of the well.
- 5D: Approve disbanding the Branding and Wayfinding Ad-hoc Committee.

**ITEM 5-A. APPROVE MINUTES OF THE CITY COUNCIL MEETINGS OF NOVEMBER 20, 2018 AND DECEMBER 4, 2018.**

Mayor Pro-Tem Sanchez stated that she was present at the December 4, 2018 Council meeting therefore, she would abstain from voting on the minutes for that date.

Mayor Pro-Tem Sanchez made a motion to approve the City Council minutes of the November 20, 2018 meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

Councilmember McGregor made a motion to approve the City Council minutes of the December 4, 2018 meeting. Councilmember Michelson seconded. The motion passed by a vote of 6-0-1, with Mayor Pro-Tem Sanchez abstaining.

**ITEM 6-A. DISCUSSION AND/OR ACTION TO CONSIDER WITHDRAWING PREVIOUSLY APPROVED STREET CLOSURES AND IN-KIND SERVICES FOR THE HOT RODS AND HATTERS CAR SHOW THAT WAS SCHEDULED IN LOCKHART FOR FEBRUARY 1-2, 2019; AND TO CONSIDER WITHDRAWING THE PREVIOUSLY ALLOCATED FISCAL YEAR 2019 HOTEL OCCUPANCY TAX FUNDS FOR HAT ROD PRODUCTIONS.**

Mayor White asked if the hotel occupancy tax (HOT) funds need to re-allocated. Mr. Gruning replied that the Council is not required to reallocate HOT funds. The HOT funds would be distributed at the percentage or amount as previously awarded. The HOT funds allocated to Hat Rod Productions will remain in the general fund.

Ms. Larison clarified that the Council had three options: 1) keep the 7.7% of HOT funds in the general fund and do not spend; 2) redistribute the 7.7% of HOT funds during a Council meeting to reach 100% of HOT fund allocation; or, 3) hold the 7.7% of HOT funds in the general fund to allow distribution during a Council meeting if a qualifying event requests funding during the fiscal year.

There was discussion.

Mayor Pro-Tem Sanchez made a motion to withdraw support, street closures and in-kind services for the Hot Rods and Hatters Car Show that was scheduled in Lockhart for February 1-2, 2019, and to hold the 7.7% of hotel occupancy tax funds for a possible new or future qualifying event. Councilmember Mendoza seconded.

Councilmember Castillo stated that he will vote against the motion because he would like the 7.7% to be reallocated amongst the entities.

VOTE: The motion passed by a vote of 5-2, with Councilmembers Castillo and McGregor opposing.

**ITEM 6-B. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2018-22 NAMING THE CITY OF LOCKHART'S NOMINEE TO FILL A VACANT POSITION TO THE BOARD OF DIRECTORS OF THE CALDWELL COUNTY APPRAISAL DISTRICT.**

Councilmember Mendoza made a motion to approve Resolution 2018-22 with the nomination of Debbie Cortez-Sanders. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

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

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

Councilmember Michelson stated that his appointee to the Planning and Zoning Commission verbally resigned. He stated that he planned to appoint a replacement during the next meeting.

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

- Report: Dickens Christmas in Lockhart.
- Report: Light Up Lockhart event held on December 9<sup>th</sup>.
- Report: Lockhart Chamber Annual Banquet will be held on Saturday, January 19<sup>th</sup> at 5:30 p.m. at the Dale Community Center.
- Report: Dr. Martin Luther King, Jr. March scheduled for Monday, January 21<sup>st</sup>.
- Report: Holiday schedule – City offices closed December 24<sup>th</sup> and 25<sup>th</sup> and January 1<sup>st</sup>. Solid waste collection schedule to change one day after the closed dates.
- Update: Report relative to the Fiscal Year 2018-2019 budget.
- Update: Lockhart Economic Development Corp. to hold a public hearing on December 17<sup>th</sup> at 6:00 pm at City Hall about assisting Austin Community College with equipment for its job training program in Lockhart.
- Update from the Police Department:
  - Installed MedSafe drug disposal unit in the lobby of the Police Department to allow citizens to safely dispose of unused or outdated medication.
- Update from the Public Works:
  - Blackrock Construction has substantially completed installing the 6,100' of 18" water line between MLK Jr. Industrial Blvd. and State Park Road.
  - Nighthawk Construction installing the new 18" water main alongside the SH130 Frontage north of West San Antonio Street. They have completed roughly 60% of the 2,585' long project.
  - 728 S. Main (former St. Paul's Church and Fellowship Hall) - Lead and asbestos abatement will start on December 18<sup>th</sup> and will take an estimated 9-10 working days to complete.
  - Meadows at Clearfork Selection II- Patin Construction is about 90% complete with the wastewater installation for the subdivision. Project is on schedule.
- Updates from the Fire Department:
  - Developed priority list for developing pre-fire plans.
  - Implementing the ability to conduct fire inspections electronically in the field.
- Update: Texas Municipal League adopts Legislative Program for 2019-2020.
- Update: City of Lockhart awarded grant from the St. David's Foundation in the amount of \$250,000.
- Reminder: January 1, 2019 Council meeting is cancelled. Next Council meeting is January 15, 2019.

**ITEM 8. COUNCIL AND STAFF COMMENTS – ITEMS OF COMMUNITY INTEREST.**

Councilmember Westmoreland wished everyone Happy Holidays.

Councilmember Mendoza wished everyone a Merry Christmas and a Happy New Year. He thanked Sean Kelley for obtaining grant for the parks and Joel Gammage for holding the car show in Lockhart the past several years.

Mayor Pro-Tem Sanchez expressed condolences to the family of Mr. Howard Dugas for their loss. She thanked all involved with the successful Blue Santa program. She thanked Joel Gammage for holding the car show in Lockhart the past few years and wished him good luck. She wished everyone a Merry Christmas and a Happy New Year.

Councilmember McGregor wished the High School students’ luck during final exams. She thanked the business owners for offering tours to newcomers. Happy Holidays to all.

Councilmember Castillo thanked staff for their hard work throughout the year. He wished everyone a Merry Christmas and a Happy New Year and thanked Joel Gammage for holding the car show in Lockhart the past few years. He thanked the Lockhart Police Association, and all involved with the successful Blue Santa program.

Councilmember Michelson thanked staff for their hard work in 2018. Happy Holidays and a Happy New Year to all.

Mayor White wished everyone Happy Holidays. He thanked Joel Gammage for holding the car show in Lockhart the past 7 years. He thanked staff for a good year. A goal’s setting facilitator is being explored for a possible Council goals workshop on February 2, 2019.

**ITEM 9. ADJOURNMENT.**

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 8:40 p.m.

PASSED and APPROVED this the 15<sup>th</sup> day of January 2019.

**CITY OF LOCKHART**

\_\_\_\_\_  
Lew White, Mayor


ATTEST:

\_\_\_\_\_  
Connie Constancio, TRMC  
City Secretary





**CITY OF LOCKHART  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b> <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: January 15, 2019			
Department: City Manager		Initials	Date
Department Head: Steve Lewis	Asst. City Manager		
Dept. Signature: 	City Manager		1-10-19
Agenda Item Coordinator/Contact (include phone #): Emma Rocha, 398-3461			
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER			
<b>CAPTION</b>			
Discussion and/or action to consider Resolution 2019-01 amending Resolution 2018-18 to correct the amount of the discount listed in Sections II and III of Exhibit "A" for senior residential and residential disabled solid waste hand collection, disposal, and recycling services and establishing an effective date.			
<b>FINANCIAL SUMMARY</b>			
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED			
<b>SUMMARY OF ITEM</b>			
City Council approved Resolution 2018-18 on September 25, 2018 establishing solid waste rates for FY 2018-2019 to reflect a 5% increase pursuant to the Central Texas Refuse (CTR) contract. During the billing process, staff realized that the amount of the senior citizen discount should be referenced as a "discount"; not as a dollar figure. CTR's FY 2018-2019 residential senior and disabled solid waste hand collection rate is the same as in 2017, thereby discounting those rates slightly more than \$6.50 per month. Staff recommends that the Resolution references that discounts are available to those that qualify for solid waste services for residential senior hand collection and residential disabled hand collection fees without referencing a dollar amount. Peter Gruning, City Attorney, has reviewed and approved the proposed the Resolution.			
<b>STAFF RECOMMENDATION</b>			
Staff recommends approval of Resolution 2019-01 amending Resolution 2018-18 to correct the amount of the discount listed in Sections II and III of Exhibit "A" for senior residential and residential disabled solid waste hand collection, disposal, and recycling services and establishing an effective date.			
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies:	
<ul style="list-style-type: none"> <li>• Sept. 25, 2018 council packet material.</li> <li>• Resolution 2018-18 as adopted.</li> <li>• Resolution 2017-14 as adopted.</li> </ul>			

**RESOLUTION 2019-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDING RESOLUTION 2018-18 TO CORRECT THE AMOUNT OF THE DISCOUNT LISTED IN SECTIONS II AND III OF EXHIBIT "A" FOR SENIOR RESIDENTIAL AND RESIDENTIAL DISABLED SOLID WASTE HAND COLLECTION, DISPOSAL, AND RECYCLING SERVICES AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Lockhart City Council finds that providing solid waste collection and disposal services for the citizens of Lockhart is necessary for the health, safety and welfare of the community; and

**WHEREAS**, the Lockhart City Council recognizes that fees must be established and collected for the use of City/Contactor supplied trash carts/bins to pay for the services to collect, transport, and dispose of solid waste for Lockhart residents and businesses; and

**WHEREAS**, the Lockhart City Council also recognizes that landfill and disposal rate increases require increases in city solid waste service rates; and

**WHEREAS**, the Lockhart City Council adopted solid waste collection and disposal services rates through Resolution 2018-18 on September 25, 2018 for Fiscal Year 2018-2019; and

**WHEREAS**, the rates for Residential Senior Hand Collection and Residential Disabled Hand Collection fees as set out in Resolution 2018-18 are to be amended to correctly list the senior citizen and disabled discount.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDS RESOLUTION 2018-18 AS FOLLOWS:**

	RATES
II. Residential Senior Hand Collection fee per month with 95-gallon cart (each dwelling unit) (includes discount if qualified) 35-gallon cart	\$ 12.63
III. Residential Disabled Hand Collection fee per month with 95-gallon cart (each dwelling unit) (includes discount if qualified) 35-gallon cart	\$ 12.63

*The remaining Sections to remain as previously adopted.*

**Effective Date:** This Resolution shall become effective immediately upon passage.

Passed and approved this the 15<sup>th</sup> day of January, 2019.

**CITY OF LOCKHART**

\_\_\_\_\_  
Lew White  
Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Constancio, TRMC  
City Secretary

\_\_\_\_\_  
Peter Gruning  
City Attorney

**ATTACHMENT A**

**CITY OF LOCKHART  
CUSTOMER TRASH BIN CHARGES**

CONTAINER SIZE CUBIC YARD	FREQUENCY TIMES PER WK	CUSTOMER BILLINGS AS OF OCTOBER 1, 2018
2	EOW	\$66.77
2	1	\$79.88
2	2	\$110.68
2	3	\$131.21
2	4	\$174.94
EACH EXTRA DUMP		\$21.25
3	EOW	\$71.65
3	1	\$90.18
3	2	\$131.21
3	3	\$162.02
3	4	\$218.72
EACH EXTRA DUMP		\$24.09
4	EOW	\$78.53
4	1	\$100.39
4	2	\$141.48
4	3	\$192.77
4	4	\$262.39
EACH EXTRA DUMP		\$31.84
6	EOW	\$93.56
6	1	\$114.79
6	2	\$178.86
6	3	\$253.57
6	4	\$348.74
EACH EXTRA DUMP		\$42.50
8	EOW	\$107.53
8	1	\$136.14
8	2	\$210.85
8	3	\$285.57
8	4	\$394.19
EACH EXTRA DUMP		\$53.11
10	EOW	\$124.97
10	1	\$157.74
10	2	\$242.86
10	3	\$328.32
10	4	\$455.02
10	5	\$564.22
EACH EXTRA DUMP		\$63.74
*EOW-Every Other Week		
Trash bins with locks: Additional Charge is \$10 per bin per month		
Minimum charge for each commercial account is \$32.70 for bin use		
Minimum charge for each residential dwelling unit is \$20.36 for bin use		
Hand collection: Residential \$20.36 Commercial \$32.70		
Senior Citizens may apply for a discount		

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Work Session Item # \_\_\_\_\_

Reg. Mtg. Item # \_\_\_\_\_

**CITY OF LOCKHART  
COUNCIL AGENDA ITEM**

*HISTORY*

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Finance		<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Legal		<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<b>Council Meeting Dates:</b> September 25, 2018					
Department: City Manager				Initials	Date
Department Head: Vance Rodgers		Asst. City Manager			
Dept. Signature: <i>Vance Rodgers</i>		City Manager		<i>[Signature]</i>	9-17-2018
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers					
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
<b>DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2018-18 ESTABLISHING FEES TO REFLECT THE RECOVERY OF 5% VENDOR RATE INCREASES APPROVED RECENTLY FOR RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, RECYCLING SERVICES, AND COMMERCIAL WASTE COLLECTION/DISPOSAL SERVICES AND ESTABLISHING FEES FOR OTHER SOLID WASTE SERVICES REFLECTING LANDFILL AND DISPOSAL RATE INCREASES</b>					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED					
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS	
Budget				\$0.00	
Budget Amendment Amount				\$0.00	
Encumbered/Expended Amount				\$0.00	
This Item				\$0.00	
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00	
<b>FUND(S):</b>					
<b>SUMMARY OF ITEM</b>					
During the current budget process, information was provided to the Council and the public regarding the current contract with Central Texas Refuse and the contractual increases					
<b>STAFF RECOMMENDATION</b>					
City Manager respectfully requests approval of Resolution 2018-16 as presented					
List of Supporting Documents: Resolution 2018-18			Other Departments, Boards, Commissions or Agencies:		

RESOLUTION 2018-18

HISTORY

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ESTABLISHING FEES TO REFLECT 5% VENDOR RATE INCREASES FOR RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND RECYCLING SERVICES, AND COMMERCIAL WASTE COLLECTION/DISPOSAL SERVICES, AND ESTABLISHING FEES FOR OTHER SOLID WASTE SERVICES REFLECTING LANDFILL AND DISPOSAL RATE INCREASES.**

**WHEREAS**, the Lockhart City Council finds that providing solid waste collection and disposal services for the citizens of Lockhart is necessary for the health, safety and welfare of the community; and

**WHEREAS**, the Lockhart City Council recognizes that fees must be established and collected for the use of City/Contactor supplied trash carts/bins to pay for the services to collect, transport, and dispose of solid waste for Lockhart residents and businesses; and

**WHEREAS**, the Lockhart City Council also recognizes that landfill and disposal rate increases require increases in city solid waste service rates.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT THE FOLLOWING RATES FOR SOLID WASTE COLLECTION, TRANSPORTING AND DISPOSAL ARE HEREBY ADOPTED AND SHALL BE EFFECTIVE STARTING THE 1<sup>ST</sup> BILLING CYCLE IN OCTOBER, 2018.**

	<u>RATES</u>
I. Residential Hand Collection fee per month with 95 gallon cart (each dwelling unit)	\$ 20.36
II. Residential Senior Hand Collection fee per month with 95 gallon cart (each dwelling unit) (includes \$6.50 discount if qualified) 35 gallon cart	\$ 12.63 \$ 12.63
III. Residential Disabled Hand Collection fee per month with 95 gallon cart (each dwelling unit) (includes \$6.50 discount if qualified) 35 gallon cart	\$ 12.63 \$ 12.63
IV. Residential, Senior, Disabled fee per month for <u>extra</u> 95 gallon cart <u>extra</u> 35 gallon cart	\$ 5.93 \$ 5.93
V. Commercial Hand Collection fee per month with 95 gallon cart (each commercial unit)	\$ 32.70
VI. Commercial Hand Collection fee per month extra 95 gallon cart (each commercial unit)	\$ 32.70
VII. Residential Dwelling Unit with Trash Bin Collection-Minimum Charge (each dwelling unit)	\$ 20.36
VIII. Commercial Unit with Trash Bin Collections-Minimum Charge	\$ 32.70
IX. Residential solid waste requiring special handling:	

# HISTORY

1. Rates for bundle waste:
  - i. Minimum one-fourth hour \$ 6.00
  - ii. One-half hour \$ 12.00
  - iii. Three-fourths hour \$ 18.00
  - iv. Hourly rate \$ 24.00
2. Rates for bulky waste:
  - i. Minimum (bulky with refrigerant gases) each item \$ 38.00
  - ii. Minimum (bulky without refrigerant gases) each item \$ 12.00
  - iii. Minimum ½ hour other bulky including large limbs \$ 20.00
  - iv. Three-fourths hour \$30.00
  - v. Each hour \$40.00
3. Brush Chipping Services (not to exceed 12 cubic yard per visit; Limbs not over 8" in diameter, otherwise bulky rates apply)
  - i. Minimum per 1/4 hour \$ 10.00

## X. Public Works Site Disposal Fees

Note: Should the City elect not to accept the materials listed below, it is still the responsibility of the owner and/or occupant of the premises to properly collect and dispose of the waste material.

- (1) For residential utility customers per cubic yard \$ 4.00
  - a. Maximum of up to three 35-gallon containers, per trip \$ 4.00
  - b. Pickup truck, per trip (max. four cubic yards) \$ 16.00
  - c. Two-wheel trailers, per trip (max. eight cubic yards) \$ 32.00
  - d. Pickup trucks with sideboards, per trip (max. eight cubic yards) \$ 32.00
  - e. Four-wheel trailers, per trip (max. 16 cubic yards) \$ 40.00
  - f. Single axle dump truck, per trip (max. six cubic yards) \$ 50.00
  - g. Tandem dump truck, per trip (max. 12 cubic yards) \$ 60.00
- (2) For nonresidential utility customers, per cubic yard \$ 8.50
  - a. Maximum of up to three 35-gallon containers, per trip \$ 8.50
  - b. Pickup truck, per trip (max. four cubic yards) \$ 18.00
  - c. Two-wheel trailers, per trip (max. eight cubic yards) \$ 36.00
  - d. Pickup trucks with sideboards, per trip (max. eight cubic yards) \$ 26.00
  - e. Four-wheel trailers, per trip (max. 16 cubic yards) \$ 48.00
  - f. Single axle dump truck, each trip (max. six cubic yards) \$ 56.00

2015 Resolution 2018-18

HISTORY

g. Tandem dump truck, per trip (max 12 cubic yards)

\$100.00

Note: Debris and waste from demolitions of structures with more than 120 square feet will not be accepted. The contractor or owner must transport or contract for transport and disposal of such material to an approved licensed landfill.

(3) Tires will be accepted from city residents for disposal, subject to the following fees per rim size:

- a. 15 inches or less, per tire with rim removed \$ 8.00
- b. 15 inches or less, per tire mounted on rim \$ 12.00
- c. More than 15 inch & less than 20 inches, per tire rim removed \$ 8.00
- d. More than 15 inch & less than 20 inches, per tire on rim \$ 12.00
- e. 20 inches or more, per tire with rim removed \$ 24.00
- f. 20 inches or more, per tire mounted on rim \$ 38.00

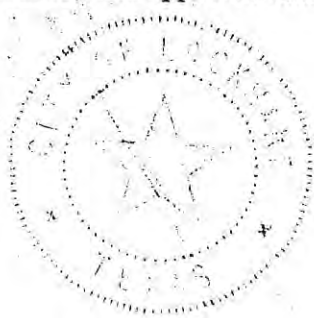
(4) White goods (refrigerators, freezers, air conditioners, with NO refrigerant washers, dryers, etc.), sofas/large chairs, furniture, and large electronic items Each \$ 20.00

Refrigerators, freezers, air conditioners with refrigerant Each \$ 38.00

XI. Trash Bin Service Fees See Attachment A

XII. Roll Off Trash Container Services See Attachment B

Passed and approved this the 25<sup>th</sup> day of September 2018.



CITY OF LOCKHART

Lew White  
Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio  
Connie Constancio, TRMC  
City Secretary

Peter Gruning  
Peter Gruning  
City Attorney

ATTACHMENT A  
 CITY OF LOCKHART  
 CUSTOMER TRASH BIN CHARGES  
 EFFECTIVE DATE  
 FIRST BILLING IN OCTOBER 2018

*HISTORY*

CONTAINER SIZE CUBIC YARD	FREQUENCY TIMES PER WK	CUSTOMER BILLINGS AS OF OCT 1 2018
2	EOW	\$ 66.77
2	1	\$ 79.88
2	2	\$ 110.68
2	3	\$ 131.21
2	4	\$ 174.94
<b>EACH EXTRA DUMP</b>		\$ 21.25
3	EOW	\$ 71.65
3	1	\$ 90.18
3	2	\$ 131.21
3	3	\$ 162.02
3	4	\$ 218.72
<b>EACH EXTRA DUMP</b>		\$ 24.09
4	EOW	\$ 78.53
4	1	\$ 100.39
4	2	\$ 141.48
4	3	\$ 192.77
4	4	\$ 262.39
<b>EACH EXTRA DUMP</b>		\$ 31.84
6	EOW	\$ 93.56
6	1	\$ 114.79
6	2	\$ 178.86
6	3	\$ 253.57
6	4	\$ 348.74
<b>EACH EXTRA DUMP</b>		\$ 42.50
8	EOW	\$ 107.53
8	1	\$ 136.14
8	2	\$ 210.85
8	3	\$ 285.57
8	4	\$ 394.19
<b>EACH EXTRA DUMP</b>		\$ 53.11
10	EOW	\$ 124.97
10	1	\$ 157.74
10	2	\$ 242.86
10	3	\$ 328.32
10	4	\$ 455.02
10	5	\$ 564.22
<b>EACH EXTRA DUMP</b>		\$ 63.74
<b>*EOW=Every Other Week</b>		
Trash bins with locks: Additional charge is \$ 10 per bin per month		
Minimum charge for each commercial account is \$ 32.70 for bin use		
Minimum charge for each residential dwelling unit is \$ 20.36 for bin use		
Hand collection: Residential \$ 20.36 Commercial \$ 32.70		
Senior Citizens may apply for discount of \$ 6.50		

*4 of 5*

*Resolution 2018-18*



HISTORY

<b>ATTACHMENT B</b>		
<b>CTR ROLL-OFF RATES EFFECTIVE OCT 2018</b>		
<u>Service/Size</u>	<u>Price</u>	<u>Description</u>
Delivery Fee	\$ -	Included in roll-off price
Dailey Rental Fee for All Sizes	\$ 3.75	Per day if hauled twice monthly
20 CY	\$ 513.17	per haul
30 CY	\$ 577.31	per haul
40 CY	\$ 641.45	per haul
Above rates subject to be multiplied by 1.08 to result in rates charged by the Contractor sufficient to fund City of Lockhart administrative and pay franchise fees. A fuel charge as publish on the FuelGauge.com website or comparable source as approved by the City Manager or designee shall also be applicable to the above rates.		
5% increase = 2.5% contract plus 2.9% June 2018 CPI not to exceed 5%		

5065

Resolution 2018-18

RESOLUTION 2017-14

HISTORY

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ESTABLISHING FEES TO REFLECT THE RECOVERY OF 4.1 % VENDOR RATE INCREASES APPROVED RECENTLY FOR RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, RECYCLING SERVICES, AND COMMERCIAL WASTE COLLECTION/DISPOSAL SERVICES AND ESTABLISHING FEES FOR OTHER SOLID WASTE SERVICES**

**WHEREAS** the Lockhart City Council recognizes the need for providing solid waste collection and disposal services for the citizens of Lockhart in the interest of public health and welfare; and

**WHEREAS** the Lockhart City Council recognizes that fees must be established and collected using City/Contactor supplied trash carts/bins to pay for the services to collect, transport, and dispose of solid waste for Lockhart residents;

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT THE FOLLOWING RATES FOR SOLID WASTE COLLECTION, TRANSPORTING AND DISPOSAL ARE HEREBY ADOPTED AND SHALL BE EFFECTIVE THE 1<sup>ST</sup> BILLING CYCLE IN OCTOBER, 2017.**

I.	Residential Hand Collection fee per month with 95 gallon cart (each dwelling unit)	\$ 19.39
II.	Residential Senior Hand Collection fee per month with 95 gallon cart (each dwelling unit) (with \$6.50 discount) 35 gallon cart	\$ 12.63 \$ 12.63
III.	Residential Disabled Hand Collection fee per month with 95 gallon cart (each dwelling unit) (with \$6.50 discount) 35 gallon cart	\$ 12.63 \$ 12.63
IV.	Residential, Senior, Disabled fee per month for <u>extra</u> 95 gallon cart	\$ 5.65
	<u>extra</u> 35 gallon cart	\$ 5.65
IV.	Commercial Hand Collection fee per month with 95 gallon cart (each commercial unit)	\$ 31.14
V.	Commercial Hand Collection fee per month extra 95 gallon cart (each commercial unit)	\$ 31.14
VI.	Residential Dwelling Unit with Trash Bin Collection-Minimum Charge (each dwelling unit)	\$ 19.39
VII.	Commercial Unit with Trash Bin Collections-Minimum Charge	\$ 31.14
VIII.	Residential solid waste requiring special handling	
	1. Rate for bundle waste:	
	i. Minimum one-fourth hour	\$ 4.00
	ii. One-half hour	\$ 8.00
	iii. Three-fourths hour	\$ 12.00
	iv. Hourly rate	\$ 16.00
	2. Rate for bulky waste:	
	i. Minimum (with refrigerant gases) each item	\$ 20.00
	ii. Minimum (without refrigerant gases) one-fourth hour	\$ 8.00
	iii. One-half hour	\$ 16.00

- iv. Three-fourths hour \$ 24.00
- v. Hourly rate \$ 32.00

HISTORY

IX. Public Works Site Disposal Fees

(Should the city for whatever reason elect not to collect this material, it is still the responsibility of the owner and/or occupant of the premises to properly collect and dispose of the waste material.)

- (1) For residential utility customers per cubic yard \$ 2.00
  - a. Maximum of up to three 35-gallon containers, per trip \$ 2.00
  - b. Pickup truck, per trip (max. four cubic yards) \$ 8.00
  - c. Two-wheel trailers, per trip (max. eight cubic yards) \$ 16.00
  - d. Pickup trucks with sideboards, per trip (max. eight cubic yards) \$ 16.00
  - e. Four-wheel trailers, per trip (max. 16 cubic yards) \$ 32.00
  - f. Single axle dump truck, per trip (max. six cubic yards) \$ 12.00
  - g. Tandem dump truck, per trip (max. 12 cubic yards) \$ 24.00
- (2) For nonresidential utility customers, per cubic yard \$ 3.50
  - a. Maximum of up to three 35-gallon containers, per trip \$ 3.50
  - b. Pickup truck, per trip (max. four cubic yards) \$ 14.00
  - c. Two-wheel trailers, per trip (max. eight cubic yards) \$ 28.00
  - d. Pickup trucks with sideboards, per trip (max. eight cubic yards) \$ 28.00
  - e. Four-wheel trailers, per trip (max. 16 cubic yards) \$ 56.00
  - f. Single axle dump truck, each trip (max. six cubic yards) \$ 21.00
  - g. Tandem dump truck, per trip (max 12 cubic yards) \$ 42.00

Note: Debris and waste from demolitions of structures with more than 120 square feet will not be accepted. The contractor or owner must transport or contract for transport the disposal of such material to an approved licensed landfill.

- (3) Tires will be accepted from city residents for disposal and will be subject to the following fees per rim size:
  - a. 15 inches or less, per tire with rim removed \$ 2.10
  - b. 15 inches or less, per tire mounted on rim \$ 3.10
  - c. More than 15 inches & less than 20 inches, per tire with rim removed \$ 6.00
  - d. More than 15 inches & less than 20 inches, per tire mounted on rim \$ 7.00
  - e. 20 inches or more, per tire with rim removed \$ 10.00
  - f. 20 inches or more, per tire mounted on rim \$ 12.50
- (4) White goods (stoves, refrigerators and freezers without refrigerant, washers, dryers, etc.), furniture items, and electronic items \$ 8.00  
 Refrigerators, freezers, air conditioners with refrigerant \$ 20.00

Resolution 2017-14

2 of 5

HISTORY

- X. Trash Bin Service Fees See Attachment A
- XI. Roll Off Trash Container Services See Attachment B

Passed and approved this the 19<sup>th</sup> day of September, 2017.

CITY OF LOCKHART

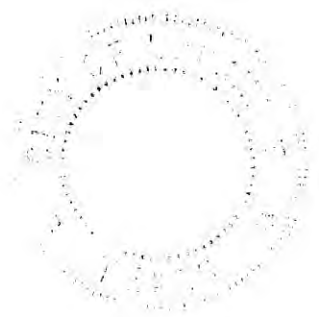
Lew White  
Lew White, Mayor

ATTEST:

Connie Constancio  
Connie Constancio, TRMC  
City Secretary

APPROVED AS TO FORM:

Peter Gruning  
Peter Gruning  
City Attorney



ATTACHMENT A  
CITY OF LOCKHART  
CUSTOMER TRASH BIN CHARGES  
EFFECTIVE DATE  
FIRST BILLING IN OCTOBER 2017

*HISTORY*

CONTAINER SIZE CUBIC YARD	FREQUENCY TIMES PER WK	CUSTOMER BILLINGS AS OF OCT 1 2017
2	EOW	\$ 63.59
2	1	\$ 76.07
2	2	\$ 105.41
2	3	\$ 124.96
<b>EACH EXTRA DUMP</b>		\$ 20.24
3	EOW	\$ 68.24
3	1	\$ 85.88
3	2	\$ 124.96
3	3	\$ 154.31
<b>EACH EXTRA DUMP</b>		\$ 22.94
4	EOW	\$ 74.79
4	1	\$ 95.61
4	2	\$ 134.74
4	3	\$ 183.59
<b>EACH EXTRA DUMP</b>		\$ 30.32
6	EOW	\$ 89.11
6	1	\$ 109.33
6	2	\$ 170.34
6	3	\$ 241.49
<b>EACH EXTRA DUMP</b>		\$ 40.47
8	EOW	\$ 102.41
8	1	\$ 129.66
8	2	\$ 200.81
8	3	\$ 271.97
<b>EACH EXTRA DUMP</b>		\$ 50.58
10	EOW	\$ 119.02
10	1	\$ 150.23
10	2	\$ 231.30
10	3	\$ 312.68
10	4	\$ 433.36
10	5	\$ 517.38
<b>EACH EXTRA DUMP</b>		\$ 60.71
<b>*EOW=Every Other Week</b>		
Trash bins with locks: Additional charge is \$ 10 per bin per month		
Minimum charge for each commercial account is \$ 31.14 for bin use		
Minimum charge for each residential dwelling unit is \$ 19.39 for bin use		
Hand collection: Residential \$ 19.39 Commercial \$ 31.14		
Senior Citizens may apply for discount of \$ 6.50		

*Resolution 2017-14*

*4 of 5*

*45*

HISTORY

<b>ATTACHMENT B</b>		
<b>CTR ROLL-OFF RATES EFFECTIVE FIRST BILLING IN OCT 2017</b>		
<u>Service/Size</u>	<u>Price</u>	<u>Description</u>
Delivery Fee	\$ -	Included in roll-off price
Dailey Rental Fee for All Sizes	\$ 3.39	Per day if hauled twice monthly
20 CY	\$ 463.30	per haul
30 CY	\$ 509.09	per haul
40 CY	\$ 565.66	per haul
Above rates subject to be multiplied by 1.08 to result in rates charged by the Contractor sufficient to fund City of Lockhart administrative and pay franchise fees. A fuel charge as publish on the FuelGauge.com website or comparable source as approved by the City Manager or designee shall also be applicable to the above rates.		

Resolution 2017-14

5 of 5



Work Session Item # \_\_\_\_\_

Reg. Mtg. Item # \_\_\_\_\_

**CITY OF LOCKHART  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b> <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Dates: January 15, 2019				
Department: Public Works			Initials	Date
Department Head: Sean P. Kelley		Asst. City Manager		
Dept. Signature: <i>Sean Kelley</i>		City Manager <i>[Signature]</i> <i>1-8-19</i>		
Agenda Item Coordinator/Contact (include phone #): Sean P. Kelley				
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
Discussion and/or action to consider the Grant Agreement with the St. David's Foundation for the grant for Healthiest Places Project awarded to the City of Lockhart in the amount of \$250,000 for the creation of the Town Branch Trail, and if approved appointing the Mayor to sign all documents and act as the authorized Representative in all matters regarding this grant.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
<b>BALANCE</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>FUND(S):</b>				
<b>SUMMARY OF ITEM</b>				
This Grant Application for St. David's Healthiest Places was submitted back in September of 2018 and was informally awarded to us on December 10, 2018 for the creation of the Town Branch Trail within the Lockhart Municipal Park. The Mayor signature was required before the formal announcement date of December 18, 2018.				
<b>STAFF RECOMMENDATION</b>				
Public Works Director Sean Kelley and Parks Manager Chris Sager recommends approval.				
List of Supporting Documents: St. David's Grant Agreement		Other Departments, Boards, Commissions or Agencies:		



1303 San Antonio Street, Suite 500  
Austin, TX 78701  
(512) 879-6600  
stdaidsfoundation.org

December 10, 2018

Lew White  
Mayor  
City of Lockhart  
P.O. Box 239  
Lockhart, Texas 78644

Re: 2018 Healthiest Places Grant Award

Dear Mr. Lewis,

St. David's Foundation is pleased to make a **\$250,000** contribution to **Town Branch Trail** for 2018 (the "Contribution"). The Foundation is looking forward to working with City of Lockhart to fulfill the mission and goals of the Foundation and assist you in your worthy mission.

This letter and the attached Grant Agreement (the "Agreement") memorializes the terms and conditions of the Contribution. By executing the attached acknowledgement and accepting periodic payments pursuant to the Agreement, City of Lockhart agrees that the Contribution will be held, administered, and used in strict accordance with the Agreement and that all of the terms and conditions of the Agreement will be met or exceeded.

We look forward to working with you during the coming year.

Sincerely,

A handwritten signature in cursive script that reads "William M. Buster".

William M. Buster  
Executive Vice President of Community Investments





*Building the healthiest community in the world.*

**GRANT AGREEMENT**

DATE: **10/16/2018**

GRANT PARTNER (LEGAL NAME): **City of Lockhart**

GRANT PARTNER (DBA): **City of Lockhart**

GRANT AMOUNT: **\$250,000**

GRANT PERIOD: **1/1/2019-10/31/2019**

SDF PROGRAM AREA: **Healthiest Places**

St. David's Foundation and City of Lockhart are entering into this Grant Agreement to establish the terms and conditions of a \$250,000 contribution to Town Branch Trail (the "Contribution"). By executing the acknowledgement below and accepting periodic payments pursuant to this agreement, City of Lockhart agrees that the Contribution will be used in strict accordance with this agreement and that all of the terms and conditions of this agreement will be met or exceeded.

**Grant Terms and Conditions**

**A. TERM.**

The term of this Agreement is from 1/1/2019 to 10/31/2019.

**B. PURPOSE AND ADMINISTRATION.**

The purpose of the Contribution is to provide funding in the amounts set forth in Exhibit A. Expenditures must conform to the specific line item in the budget as approved. Advanced written

approval is required for a transfer from a specific category in the budget that is at least \$2,000 and exceeds 10% of that category's total budget.

**C. SPECIAL REQUIREMENTS.**

Special requirements related to the Contribution, if applicable, are outlined in Exhibit C.

**D. EXEMPT STATUS.**

The Recipient represents to the Foundation that it is either a tax-exempt organization pursuant to Section 501(c)(3) of the Code or a public/governmental entity authorized to provide the service that the Foundation is funding under this Agreement. The Recipient also represents that its assets and operations are handled in a way that entitles the Recipient to retain its exempt, public or governmental status and that the Recipient has no reason to believe that the IRS has, or will, question its exempt status.

**E. FINANCIAL STATEMENTS.**

The Recipient agrees to provide the Foundation with copies of its consolidated audited financial statements within ten (10) business days after the independent auditor has signed the opinion. If the Recipient does not have audited financial statements, then the delivery date is within 10 business days of delivery of the financial statements to the Recipient's Board. The Recipient will, on the same schedule, provide the Foundation with a copy of any management letter prepared by its auditor and will inform Foundation, immediately, of management's response.

**F. RECIPIENT'S REPORTING OBLIGATION.**

The Recipient agrees to provide the Foundation with periodic reports detailing the progress of the Project and the use of the Grant, as provided in the Report Schedule attached hereto as Exhibit B.

**G. FOUNDATION SITE VISITS.**

The program officer and other representatives of the Foundation may arrange to attend a board meeting and/or conduct a site visit during the grant period.

**H. LEARNING AND EVALUATION.**

The program officer may request Recipient's participation in occasional learning and evaluation activities. The Recipient agrees to provide the program officer, other representatives of the Foundation, or external consultants engaged by the Foundation with requested information for learning purposes.

**I. PUBLICITY.**

Publicity about the Grant or the Project is expected and encouraged. Recognition should be in the name of "St. David's Foundation," and the Foundation's name or logo may be used. Foundation

specifically requests that its logo be included on Recipient's website, its logo or name be included in newsletters and annual reports, and for Recipient to create link to the Foundation's website, [www.stdavidsfoundation.org](http://www.stdavidsfoundation.org). Please contact Foundation staff for electronic logo files. For capital project grants, Foundation may request permanent recognition and if so, will work directly with Recipient to determine appropriate placement and scope. Foundation also requests recognition as a special or sustaining supporter at Recipient's prominent fundraising events appropriate to size of grant. The Foundation does not sponsor fundraising events of its grantees, and any Foundation representatives attending Recipient's fundraising events are required to purchase tickets.

**J. RELATIONSHIP OF THE PARTIES.**

The relationship of the Foundation and the Recipient is that of donor/donee or grantor/grantee. Despite public statements to the effect that the Foundation and the Recipient are "partners" in improving the health of the people of Central Texas, the use of such terms is intended simply as a metaphor for the cooperation between the Recipient and the Foundation in connection with their pursuit of their individual missions. This letter of Agreement does not create a partnership, joint venture, agency, or employment relationship between the Recipient and the Foundation. Neither this letter of Agreement nor the Contribution creates an obligation on the part of the Foundation to continue funding of the Recipient or its programs.

**K. TERMINATION PROVISION**

The Foundation reserves the right to terminate payments under the grant Agreement at any time, with or without cause.

**L. MISCELLANEOUS.**

- a. Amendments. No amendment to this Agreement, nor waiver of any of its provisions, shall be valid unless in writing and signed by all of the parties hereto.
- b. Notice. Any notice to any party to this Agreement must be delivered via email as follows:

If to Contributor:

ekrause@stdavidsfoundation.org  
wbuster@stdavidsfoundation.org

If to Recipient:

skelley@lockhart-tx.org  
slewis@lockhart-tx.org  
vrodgers@lockhart-tx.org

- c. Governing Law. This agreement is made and entered into in the State of Texas, and shall be construed and governed by its laws, excluding its conflicts of law rules.

Accepted and Agreed:

*Lew White*

\_\_\_\_\_  
Lew White  
Mayor  
City of Lockhart

*12/11/18*

\_\_\_\_\_  
Date

*William M. Buster*

\_\_\_\_\_  
William M. Buster  
Executive Vice President of Community Investments  
St. David's Foundation

*10/16/2018*

\_\_\_\_\_  
Date

**EXHIBIT A  
Distribution of Funds**

**City of Lockhart  
P.O. Box 239  
Lockhart, Texas 78644**

**Tax ID # 746001634  
2018 Contribution to City of Lockhart for Healthiest Places**

**Program Officer: Elizabeth Krause**

Payment schedule:

Amount of grant for 2018 financial year: **\$250,000**

Schedule Date	Amount	Notes	Status
1/15/2019	\$62,500.00		Scheduled
6/15/2019	\$125,000.00	Requires statement(s) of work (Exhibit C) and PO Approval	Scheduled
9/15/2019	\$62,500.00	Requires PO Approval	Scheduled

**General Requirements:**

- 1) At the end of the funding period, any funds not spent for the specified purpose should be returned to St. David's Foundation within 30 days.
- 2) Any significant changes in project and/or organizational leadership should be reported to the Foundation within 30 days of the change.

<b>For Accounting Use:</b>	<b>RECORD ID:</b>	<b>2610</b>
Check Payable to:	City of Lockhart	
Strategic Priority:	Healthiest Places	
Grant Type:	Programmatic Grant	
Exec VP Approval:	10/16/2018	
Special Instructions for Accounting:		
Approved for payment: <i>Willie M. Buxton</i>		

**EXHIBIT B**  
**Reports and Metrics**

Reports are due semi-annually and should be submitted to St. David's Foundation using the online reporting form.

**REPORT SCHEDULE**

Report #1 (for services provided January – June) – *Due August 1<sup>st</sup>*

Report #2 (for services provided July – December) – *Due February 1<sup>st</sup>*; Include a budget to actual expense reconciliation with this report

The following tables describe the output and outcome metrics specific to this grant project that will be reported using the online form. In addition to project specific metrics, at the end of the grant term all grant recipients are required to report demographic information for clients served. Please use the following categories:

**Ethnicity/Race:** Hispanic or Latino(a), White, African American or Black, Asian, Other, Unknown

**Gender:** Male, Female, Unknown

**Age:** Under 5, 5-17, 18-54, 55-64, 65 plus, Unknown

**Household Income (% of Federal Poverty Level):** 0-100, 101-150, 151-200, 201 or greater, Unknown

**County of Residence:** Bastrop, Caldwell, Hays, Travis, Williamson, Other, Unknown

**EXHIBIT C**  
**Special Requirements**

St. David's Foundation Grant Funds may not be used toward sidewalks.

The City of Lockhart shall submit copies of the vendor/contractor statement(s) of work as a condition for the approval of the second payment.



Work Session Item # \_\_\_\_\_

Reg. Mtg. Item # 2019-03\_

**CITY OF LOCKHART  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b> <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable

**Council Meeting Date: January 15, 2019**

Department: Finance	Initials	Date
Department Head: Pam Larison	Interim Finance Director <i>[Signature]</i>	01/09/19
Dept. Signature: <i>[Signature]</i>	City Manager <i>[Signature]</i>	1/10/19

Agenda Item Coordinator/Contact (include phone #): Pam Larison 512-398-3461 X 229

**ACTION REQUESTED:**    ORDINANCE    RESOLUTION    CHANGE ORDER    AGREEMENT  
 APPROVAL OF BID    AWARD OF CONTRACT    CONSENSUS    OTHER

**CAPTION**

Discussion and/or action to consider transfer of special funds, donated solely for the support of the Annual Sip and Stroll Festival held in the City, to the Lockhart Downtown Business Association.

**FINANCIAL SUMMARY**

GRANT FUNDS    OPERATING EXPENSE    REVENUE    CIP    BUDGETED    NON-BUDGETED

FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item		\$13,581.15		\$13,581.15
BALANCE				

**FUND(S): Special Revenue Fund – Downtown Revitalization Events 215-3335-11**

**SUMMARY OF ITEM**

The City of Lockhart received funds by the Lockhart Downtown Business Association specifically to support the annual Sip and Stroll Festival. These funds were received by the City and placed into a special revenue account for the sole purpose of supporting the Sip and Stroll event. Since the Downtown Business Association has now received their IRS 501(c)(6), they have requested to be solely responsible for the funds. Since the City finds that the Sip and Stroll event serves a direct and legitimate public purpose by promoting tourism and economic development, this transfer would be considered legal according to the Opinion Texas Attorney General No. LO 94-008 (1994).

**STAFF RECOMMENDATION**

Staff recommends Council approve this action.

List of Supporting Documents: <ul style="list-style-type: none"> <li>• Resolution 2019-03</li> <li>• Accounting record of remaining Sip and Stroll Funds</li> <li>• TML Legal document concerning Donations and Gifts</li> </ul>	Other Departments, Boards, Commissions or Agencies: <p align="right"><i>56</i></p>
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**RESOLUTION NO. 2019-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, APPROVING THE TRANSFER OF SPECIAL FUNDS, DONATED SOLELY FOR THE SUPPORT OF THE ANNUAL SIP AND STROLL FESTIVAL HELD IN THE CITY, TO THE LOCKHART DOWNTOWN BUSINESS ASSOCIATION.**

**WHEREAS**, the City of Lockhart received funds raised by the Lockhart Downtown Business Association specifically to support the annual Sip and Stroll festival within the City; and

**WHEREAS**, since these funds were provided to the City, and placed in a special account for the sole purpose of supporting the annual Sip and Stroll festival, the Lockhart Downtown Business Association has received IRS 501(c)(6) Business League status and is now a registered non-profit organization; and

**WHEREAS**, the Lockhart City Council finds that the annual Sip and Stroll festival serves a direct and legitimate public purpose by promoting tourism and economic development in the City and surrounding area; and

**WHEREAS**, the Lockhart City Council finds that (a) a purpose of the Lockhart Downtown Business Association also is to promote tourism and economic development in the City, (b) this registered business association hosts the Sip and Stroll festival and should receive the earmarked funds it earlier raised for the festival, and (c) such transfer of the earmarked funds is in the best interests of the City, as well as serving a public purpose.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lockhart, Texas, that:

1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.
2. The funds, totaling \$13,581.15, currently held by the City in a special account at the First Lockhart National Bank for the purpose of supporting the annual Sip and Stroll festival are to be transferred to the Lockhart Downtown Business Association.
3. This Resolution will take effect immediately upon its passage.

PASSED AND APPROVED on this 15<sup>th</sup> day of January, 2019.

**CITY OF LOCKHART, TEXAS**

By: \_\_\_\_\_  
Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Connie Constancio, City Secretary

\_\_\_\_\_  
Peter Gruning, City Attorney

DESCRIPTION	DATE	PAID	NOTES
<b>2018 Stroll Expenses</b>			
<b>Business Participants - \$50</b>			
Field Stable Antiques	03/20/18	\$ 50.00	
Wendy Ramsey - Wendy R.	03/21/18	\$ 50.00	
Roll Fast Productions	03/26/18	\$ 50.00	
Simple Sewing Solutions	03/26/18	\$ 50.00	
Take Care Natural Health	03/26/18	\$ 50.00	
Gaslight Baker Theatre	03/22/18	\$ 50.00	
Sladek Real Estate Inc	03/27/18	\$ 50.00	
Logos	03/27/18	\$ 50.00	
Buffalo Clover Flower Co Inc	03/27/18	\$ 50.00	
Vogel's Furniture	04/02/18	\$ 50.00	
Spellerberg Associates LLC	04/02/18	\$ 85.00	
Inta Mint LLC	04/02/18	\$ 50.00	
Lulu's Lunchbox LLC	04/02/18	\$ 50.00	
Bevies Fine Wine & Spirits	04/02/18	\$ 25.00	
Flash Candy & Toys LLC	04/02/18	\$ 25.00	
Lockhart Post Register	04/02/18	\$ 50.00	
Westy's Pharmacy Inc	04/02/18	\$ 50.00	
Market Street Café	04/17/18	\$ 50.00	
<b>Total</b>		<b>\$ 885.00</b>	
<b>Trail Boss - 1,500</b>			
Benny Boyd Lockhart	03/08/18	\$ 1,500.00	
Bluebonnet Electric	03/08/18	\$ 1,500.00	
First Lockhart National Bank	03/12/18	\$ 1,500.00	
Fashion Glass & Mirror	03/27/18	\$ 1,500.00	
Independence Title Compay	04/06/18	\$ 1,500.00	
<b>Total</b>		<b>\$ 7,500.00</b>	
<b>Wrangler - \$1,000</b>			
Tolbert Chili Group Inc	03/19/18	\$ 1,000.00	
Seton	06/14/18	\$ 1,000.00	
<b>Total</b>		<b>\$ 2,000.00</b>	
<b>Chuckwagon - \$500</b>			
Round Rock Refuse Inc.	02/07/18	\$ 500.00	
Chapparral Coffee	03/08/18	\$ 500.00	
Green Group Holdings	03/08/18	\$ 500.00	
Lockhart Motor Company	03/19/18	\$ 500.00	
Huixache Industries	05/02/18	\$ 500.00	

Total		\$	2,500.00
Longhorn - \$250			
Lew White	02/28/18	\$	250.00
Chisholm Trail Clinic Chiropractic	02/27/18	\$	250.00
Garage Door Services	03/21/18	\$	250.00
Countywide Realty LP	03/21/18	\$	250.00
Bruce Germer Ins. Agency	03/27/18	\$	250.00
Clear Creek Inc.	04/02/18	\$	250.00
Blacks's Barbecue	04/05/18	\$	250.00

Total		\$	1,750.00
Total Sponsorships			14,635.00

TICKETS			
Angie Gonzales Sanchez	04/04/18	\$	60.00
Paypal Sales - Prepaid	04/09/18	\$	1,072.41
Square Sales - At event	04/09/18	\$	1,429.48
Taylor Burge	05/02/18	\$	27.00
Eventbrite Tickets	05/23/18	\$	350.00
Donation from LAMA		\$	100.00
Square Testing		\$	0.97

Total Ticket Sales			3,039.86
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Expenses	Proposed Expenses	Paid Expenses
40 -- 17 x 22 Posters	\$ 482.00	4/5
40 -- 12 x 12 Posters	\$ 178.00	4/5
Reimburse Taylor Facebook ads	\$ 244.48	4/3
Table Cards & Color Copies	\$ 214.79	4/13
Mass Crush - New logo	\$ 1,200.00	4/20
4Imprints	\$ 416.22	4/27
Reimburse LAMA for Music	\$ 1,150.00	4/9
Reimburse Taylor for Facebook ads	\$ 208.22	6/22
Total Expenses		4,093.71

Ticket Sales + Sponsorships	17674.86
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Total Expenses	4093.71
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Sip & Stroll Balance	13581.15
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## Donations & Gifts

### Question:

Can cities make donations or give gifts?

### Discussion:

The issue is not whether it is okay to make a donation or give a gift, but whether an expenditure of public money serves a public purpose. If it is purely a charitable donation, it is prohibited by the Texas Constitution. If it is an expenditure of public funds for a public purpose, it is acceptable.

As a general rule, a gratuitous donation or gift by a city is prohibited by the Texas Constitution, art. III, §52, and art. XI, §3, which, in part, states that the legislature may not authorize any county, city, or other political subdivision of the state to lend its credit or grant public money or anything of value in aid of an individual, association or corporation. The purpose of these provisions is to prevent local governments from appropriating public money for private purposes.

However, the fact that private interests are *incidentally* benefited by a public expenditure does not invalidate an expenditure for a legitimate public purpose. In other words, if a city determines that an expenditure accomplishes a valid public purpose, the fact that one or more individuals or corporations might benefit does not invalidate the expenditure. The key question is whether a valid public purpose is being *directly* accomplished by the expenditure. Numerous courts have been asked to invalidate or uphold particular expenditures based on whether a public purpose was being served.

The determination of whether a particular expenditure accomplishes a public purpose must be made by the city council. Some expenditures, such as those for street repair or police protection are easily deemed to serve a public purpose, while others, such as contributing to "Meals on Wheels" or "Crimestoppers," are more difficult. Cities may not expend public funds simply to obtain for the community the general benefits resulting from the operation of the corporate enterprise. *City of Corpus Christi v. Bayfront Assoc., Ltd.*, 814 S.W.2d 98 (Tex. App.--Corpus Christi 1991, writ denied).

The council's determination as to public purpose is subject to judicial review. However, if the council goes on record recognizing the expenditure as a valid public purpose, the courts are not likely to overturn that determination. Courts are hesitant to second guess the legislative determinations of local governments. Accordingly, in the absence of fraud on the part of the council, or a total lack of evidence that an expenditure serves a public purpose, a court is not apt to declare a particular city expenditure to be invalid.

Once a legitimate public purpose is identified, the city must consider whether contractual obligations or other forms of formal control are necessary in order for the the council to ensure that the city receives its consideration -- the accomplishment of the public purpose. Op. Tex. Att'y Gen. No. LO 94-008 (1994).

**Summary:**

The Texas Constitution does not absolutely prohibit cities from granting public money to private entities. The clear purpose art. III, § 52 and art. XI, § 3 is to prevent the gratuitous application of public funds for private use. Cities are free to make expenditures that *incidentally* benefit private interests so long as the expenditure is made for the *direct* accomplishment of a legitimate public purpose. In order to make such grants, city councils must determine: (1) whether a particular grant of money will serve a legitimate public purpose, and (2) whether the city has placed sufficient controls on the transaction to ensure that the public purpose will be carried out.

**Examples:**

(a) The inclusion of a single guest for each city employee at an employee awards banquet paid for by city funds is acceptable if the city determines that the goal of boosting employee morale and providing recognition to employees will be accomplished. Op. Tex. Att'y Gen. No. LO 88-94 (1994).

(b) The leasing of city property to a child care facility at less than fair market value is acceptable if the council determines that the lease serves a valid public purpose, such as improving employee performance by reducing absenteeism, tardiness, and turnover. See Op. Tex. Att'y Gen. No. JM-1156 (1990).

(c) The provision of fencing, portable toilets, and police protection for a festival presented by the chamber of commerce might be an acceptable exercise of a city's police powers if such items are deemed necessary for the health and safety of the people attending the festival. See Op. Tex. Att'y Gen. No. JM-1199 (1990).

(d) The lighting of private streets might be acceptable if the city's purpose is to light the city's police and fire fighting easements as well as public utility easements so that residents of private streets are merely incidental beneficiaries. Op. Tex. Att'y Gen. No. LO 94-078 (1994).

(e) A city can purchase small gifts, plaques, and flowers for employees if the city determines that such expenditures will enhance employee morale. Op. Tex. Att'y Gen. No. LO 96-136 (1996).

(f) Cities cannot grant extra compensation to employees after their services have been rendered. *Fausett v. King*, 470 S.W.2d 770, 774 (Tex. Civ. App.--El Paso

1971, no writ). The fact that the city council budgets funds for merit raises does not give the council authority to make individual raises retroactive. *See Op. Tex. Att’y Gen. No. JM-1113 (1989).*

(g) If cities want to provide a Christmas bonus, it is recommended that such expenditures be provided for in annual budgets as part of broader compensation policies that seek to encourage *future* productivity and increase morale.

Also, cities can implement prospective longevity pay policies that base the amount of longevity pay on an employee's total service, including service before the policy was adopted. *See Op. Tex. Att’y Gen. No. LO 96-007 (1996).* These longevity pay policies can include varying forms of compensation, some of which could be payable in December and be referred to as a Christmas bonus.

(h) Cities cannot make outright gifts and donations to private entities, including chambers of commerce. *See Op. Tex. Att’y Gen. No. H-397 (1974); Kordus v. City of Garland, 561 S.W.2d 260, 261 n.1 (Tex. App.--Tyler, 1978, writ ref’d n.r.e.).*

(i) Cities cannot pay dues or provide rent-free office space to private corporations such as chambers of commerce in order to secure the general benefits that result from the encouragement of private industry. *See Op. Tex. Att’y Gen. Nos. JM-716 (1987), JM-753 (1987).*

*Reviewed by:*

**TML Legal Department**

August 2001



Work Session Item # \_\_\_\_\_

Reg. Mtg. Item # \_\_\_\_\_

**CITY OF LOCKHART  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b> <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<b>Council Meeting Date:</b> January 15, 2019				
Department: Finance		Initials	Date	
Department Head: Pam Larison		Assistant City Manager	01/09/19	
Dept. Signature: <i>[Signature]</i>		City Manager	1/10/19	
Agenda Item Coordinator/Contact (include phone #): Robert Eggimann, Staff Acct., 398-3461, Ext. 228				
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER				
<b>CAPTION</b> Consider review and acceptance of 1st Quarter FY 2019 Investment Report.				
<b>FINANCIAL SUMMARY</b> <input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input checked="" type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
<b>BALANCE</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>FUND(S):</b>				
<b>SUMMARY OF ITEM</b> The Texas Public Investment Act requires local governments to review and accept a Quarterly Investment Report for each quarterly reporting period of the year. The 1st Quarter FY 2019, ending December 31, 2018 is provided for your review.				
<b>STAFF RECOMMENDATION</b> Staff respectfully requests a motion "to accept the 1st Quarter FY 2019 Investment Report".				
List of Supporting Documents:  1st Quarter FY 2019 Investment Report		Other Departments, Boards, Commissions or Agencies:		

# *CITY OF LOCKHART*

Quarterly Investment Report  
For the Quarter Ended December 31, 2018

January 15, 2019



***CITY of LOCKHART***  
***Quarterly Investment Report***  
***For the Quarter Ended December 31, 2018***

This report is presented in accordance with the Texas Government Code, Title 10, Chapter 2256, Public Funds Investment; Section 2256.023 known as the "Public Funds Investment Act". Attached is a detailed City of Lockhart investment report for the period October 1st, 2018 through December 31, 2018. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

**October 1, 2018**

Cash  
 Marketable Securities  
 Investment Pools  
 Certificates of Deposits  
**Total:**

<b>Investment Portfolio</b>	
<b>Book Value</b>	<b>Market Value</b>
1,363,779	1,363,779
0	0
27,615,375	27,614,084
0	0
<b>28,979,154</b>	<b>28,977,863</b>

**December 31, 2018**

Cash  
 Marketable Securities  
 Investment Pools  
 Certificates of Deposits  
**Total:**

<b>Fund Availability</b>	
6,098,107	6,098,107
22,881,047	22,879,756
<b>28,979,154</b>	<b>28,977,863</b>

**October 1, 2018**

Unrestricted Funds  
 Restricted Funds  
 Total Funds

**December 31, 2018**

Unrestricted Funds  
 Restricted Funds  
 Total Funds

The investment portfolio, at all times during the quarter, complied with the Public Funds Investment Act and the City of Lockhart Investment Policy. TexPool, Texas CLASS and TexSTAR were also in compliance with the Public Funds Investment Act and the City of Lockhart Investment Policy throughout the quarter.

\_\_\_\_\_  
 Pam Larison  
 Investment Officer

\_\_\_\_\_  
 Date

**CITY of LOCKHART**  
**Investment Portfolio Summary**  
**For the Quarter Ended December 31, 2018**

	<b>Investment Portfolio</b>			
	<b>Book Value</b>	<b>% of Total</b>	<b>Market Value</b>	<b>% of Total</b>
<b><u>October 1, 2018</u></b>				
Cash	1,363,779	4.7%	1,363,779	4.7%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	27,615,375	95.3%	27,614,084	95.3%
Certificates of Deposits	0	0.0%	0	0.0%
<b>Portfolio Total</b>	<b>28,979,154</b>	<b>100.0%</b>	<b>28,977,863</b>	<b>100.0%</b>
<b><u>December 31, 2018</u></b>				
Cash	2,512,789	8.2%	2,512,789	8.2%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	28,132,614	91.8%	28,130,539	91.8%
Certificates of Deposits	0	0.0%	0	0.0%
<b>Portfolio Total</b>	<b>30,645,403</b>	<b>100.0%</b>	<b>30,643,327</b>	<b>100.0%</b>
<b><u>Change in Value</u></b>				
Cash	1,149,010		1,149,010	
Marketable Securities	0		0	
Investment Pools	517,239		516,454	
Certificates of Deposits	0		0	
<b>Portfolio Total</b>	<b>1,666,249</b>		<b>1,665,464</b>	

<b><u>Maturity Data</u></b>	<b>Book Value @ 12/31/2018</b>	<b>Weighted Average Maturity</b>	<b>Yield to Maturity</b>
Cash	2,512,789	0 Days	0.61%
Marketable Securities	0	0 Days	0.00%
Investment Pools - Texas CLASS	11,068,472	42 Days *	2.55%
Investment Pools - TexPool	8,847,283	21 Days *	2.27%
Investment Pools - TexSTAR	8,216,860	40 Days *	2.31%
Certificates of Deposits	0	0 Days	0.00%
	<b>30,645,403</b>	<b>32 Days</b>	<b>2.25%</b>

Benchmark - 4 Week Treasury Bills - Secondary Market @ December 31, 2018 2.44%

\* Weighted Average Maturity of Pool Investments - City funds are available from pools upon request.

<b><u>Total Return On Investment</u></b>	<b>Interest Earned</b>
Cash	3,014
Marketable Securities	0
Investment Pools - Texas CLASS	67,407
Investment Pools - TexPool	47,413
Investment Pools - TexSTAR	45,986
Certificates of Deposits	0
<b>Total Return on Investment</b>	<b>163,820</b>

**CITY OF LOCKHART**  
*Cash Accounts (as reconciled to BankOZK)*  
*For the Quarter Ended December 31, 2018*

<b>General Operating Account - BOTO</b>		<u>Value</u>
October 1st, 2018	\$	1,363,779
Deposits		8,738,836
Withdrawals		(7,592,839)
Interest Earned		3,014
December 31, 2018	\$	2,512,789

<b>Total Cash Accounts</b>		<u>Value</u>
October 1st, 2018	\$	1,363,779
Deposits		8,738,836
Withdrawals		(7,592,839)
Interest Earned		3,014
December 31, 2018	\$	2,512,789

**CITY of LOCKHART**  
**Marketable Securities Transaction Summary**  
**For the Quarter Ended December 31, 2018**

<u>Holdings During the Quarter</u>		<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>Beginning Value @ Par</u>	<u>Beginning Book Value</u>	<u>Beginning Market Value</u>	<u>Ending Value @ Par</u>	<u>Ending Book Value</u>	<u>Ending Market Value</u>
<u>Type of Security</u>	<u>CUSIP</u>								October 1, 2018			December 31, 2018		
Totals		\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

<u>Purchases</u>		<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>	<u>Price</u>	<u>Accrued Interest</u>
<u>Type of Security</u>	<u>CUSIP</u>								
Totals		\$ -				\$ -		\$ -	

<u>Maturities</u>		<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>
<u>Type of Security</u>	<u>CUSIP</u>						
Totals		\$ -				\$ -	

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**CITY OF LOCKHART**  
**Investment Pool Transactions Summary**  
**For the Quarter Ended December 31, 2018**

<b>TexPool</b>					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
October 1st, 2018	8,443,437	8,442,678	0.99991	28 Days	2.0000%
Deposits	3,000,000				
Withdrawals	(2,643,567)				
Interest Earned	47,413				
December 31, 2018	8,847,283	8,846,752	0.99994	21 Days	2.2687%

<b>Texas CLASS</b>					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
October 1st, 2018	11,001,064	11,001,064	1.00000	52 Days	2.2600%
Deposits	0				
Withdrawals	0				
Interest Earned	67,407				
December 31, 2018	11,068,472	11,067,420	0.99991	42 Days	2.5522%

<b>TexSTAR</b>					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
October 1st, 2018	8,170,873	8,170,342	0.99994	43 Days	1.9995%
Deposits	0				
Withdrawals	0				
Interest Earned	45,986				
December 31, 2018	8,216,860	8,216,367	0.99994	40 Days	2.3069%

**CITY of LOCKHART**  
**Certificates of Deposit Transaction Summary**  
**For the Quarter Ended December 31, 2018**

Holdings During the Quarter

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>Beginning Face Value</u> October 1st, 2018	<u>Beginning Market Value</u> October 1st, 2018	<u>Ending Face Value</u> December 31, 2018	<u>Ending Market Value</u> December 31, 2018
			<u>\$ -</u>						<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Purchases

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>
			<u>\$ -</u>				<u>\$ -</u>

Maturities

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>
			<u>\$ -</u>				<u>\$ -</u>

9

10

*City of Lockhart*  
*Investment Pools*  
*Standard and Poor's Ratings*

<u>Month</u>	<u>TexPool</u>	<u>TexSTAR</u>	<u>Texas CLASS</u>
January-18	AAAm	AAAm	AAAm
February-18	AAAm	AAAm	AAAm
March-18	AAAm	AAAm	AAAm
April-18	AAAm	AAAm	AAAm
May-18	AAAm	AAAm	AAAm
June-18	AAAm	AAAm	AAAm
July-18	AAAm	AAAm	AAAm
August-18	AAAm	AAAm	AAAm
September-18	AAAm	AAAm	AAAm
October-18	AAAm	AAAm	AAAm
November-18	AAAm	AAAm	AAAm
December-18	AAAm	AAAm	AAAm

***City of Lockhart***  
***Bank of the Ozarks Collateralization***  
***Standard and Poor's Ratings***

<u>Month</u>	<u>BOTO Collateralization *</u>
January-18	AA+
February-18	AA+
March-18	AA+
April-18	AA+
May-18	AA+
June-18	AA+
July-18	AA+
August-18	AA+
September-18	AA+
October-18	AA+
November-18	AA+
December-18	AA+

\* Includes various Government Agency bonds





Work Session Item # \_\_\_\_\_

Reg. Mtg. Item # \_\_\_\_\_

**CITY OF LOCKHART  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b> <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance	<b>x Yes</b>	<input type="checkbox"/> Not Applicable	
	Reviewed by Legal	<b>x Yes</b>	<input type="checkbox"/> Not Applicable	
<b>Council Meeting Date: January 15, 2019</b>				
Department: Finance		Initials	Date	
Department Head: Pam Larison	Interim Finance Director	<i>[Signature]</i>	01/09/19	
Dept. Signature: <i>[Signature]</i>	City Manager	<i>[Signature]</i>	1-10-19	
Agenda Item Coordinator/Contact (include phone #): Pam Larison 512-398-3461 X 229				
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <b>x OTHER</b>				
<b>CAPTION</b>				
Discussion and/or action to consider the Utility Payment Assistance Agreement with Community Action.				
<b>FINANCIAL SUMMARY</b>				
<b>x N/A</b> <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
<b>BALANCE</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>FUND(S):</b>				
<b>SUMMARY OF ITEM</b>				
Annually the City's Utility department will sign a contract with Community Action to receive payments for assistance to approved citizen's accounts. In the contract for 2019; Community Action has added a new clause that states that any deposits will be returned to Community Action. According to policy, deposits are returned only to account holders; therefore, since Community Action is not listed as an account holder, they would not be eligible to receive deposit refunds unless policy is changed.				
<b>STAFF RECOMMENDATION</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies:		
Community Action and City of Lockhart 2019 Utility Payment Assistance Agreement.				



Community Action, Inc.  
of Central Texas  
— DEVELOPING OPPORTUNITIES —

November 30, 2018

Steven Lewis, City Manager  
City of Lockhart  
P. O. Box 239  
Lockhart, TX 78664

**RE: Vendor Agreement  
Comprehensive Energy Assistance Program (CEAP)**

Dear Mr. Lewis:

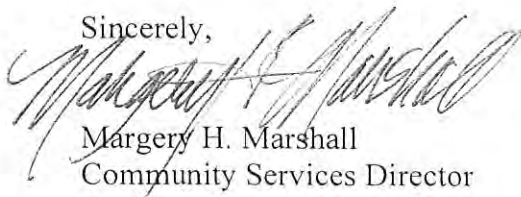
Community Action Inc. of Central Texas (CAI) administers the Comprehensive Energy Assistance Program (CEAP) as funded by the Texas Department of Housing and Community Affairs to assist eligible individuals in Hays, Caldwell, and Blanco counties with their electric, butane, propane, and natural gas bills.

The CEAP program will be administered in 2019 with very few changes from previous years. Individuals will apply for assistance through our offices and will be screened for eligibility. After eligibility has been determined, CAI will notify your company in writing with the allotted amount of assistance to be provided. A payment will then be sent by CAI to your company as determined with the client.

In order for CAI to process payments for your company this coming year, we need a **current vendor agreement** on file. Enclosed is a copy of the vendor agreement with two signature pages. Please sign one and return it to our office by mail or fax before December 31, 2018.

We appreciate your cooperation and look forward to working with you to assist families in our communities. Please call me at (512) 392-1161 ext. 309 if you have any questions or need additional information.

Sincerely,



Margery H. Marshall  
Community Services Director

**VENDOR AGREEMENT**  
**COMPREHENSIVE ENERGY ASSISTANCE PROGRAM**

The purpose of the Comprehensive Energy Assistance Program ("CEAP") funded from the Low-Income Home Energy Assistance Program ("LIHEAP") grant is to maintain an energy supply to heat and cool the residences of eligible low-income clients.

The Energy Services provider, (or "Vendor,") agrees to honor the purpose of the CEAP grant and to accept pledges of payment from CEAP agencies only for certified customers to whom Vendor continues to provide energy services. The Energy Assistance Provider, (or "Agency,") agrees to make payments only for eligible low-income clients.

This vendor agreement is by and between:

Community Action, Inc. of Central Texas                      and  
Energy Assistance Provider (Agency)

City of Lockhart  
(Vendor)

Vendor and Agency agree to assist customers in the following counties: Blanco, Caldwell & Hays.

This agreement shall be effective from the 1<sup>st</sup> day of January 2019 for a period not to exceed two years from the effective date. Either party may terminate this agreement by written notice. Such written notice of termination shall not affect any obligation by either party incurred prior to the receipt of such notice. Notice shall be sent via certified mail with return receipt requested.

City of Lockhart  
(Vendor Name)

P. O. Box 239 Lockhart, TX 78664  
(Vendor Mailing Address)

Community Action, Inc. of Central Texas  
(Agency Name)

P. O. Box 748, San Marcos, TX 78667-0748  
(Agency Mailing Address)

The Agency named above represents and warrants to Vendor that it is a subrecipient of the Texas Department of Housing and Community Affairs ("TDHCA") and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible low-income households.

The Vendor named above represents and warrants that it will apply any payments received from Agency to the account of the customer that the Agency has determined to be eligible under the CEAP guidelines and such is a "Certified Customer".

**Vendor will, with reference to a Certified Customer:**

- Extend the CEAP applicant's energy service for up to five business days while the Agency determines whether the CEAP applicant is eligible pursuant to the CEAP guidelines.
- Upon accepting pledge from Agency for Certified Customer, continue or restore energy service to Certified Customer with no increases in charges, service charges or other charges affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission "PUC" and/or Texas Railroad Commission.
- In the event the full past due balance is not paid by the Agency, the Certified Customer must pay the remaining balance on or before the disconnect date stated in the customer's Disconnect Notice required by PUC regulations in order to avoid disconnection or be eligible for reconnection. Nothing in this agreement requires the Vendor to reconnect the customer upon receipt of a pledge that does not cover the full past due balance or if the customer has already been disconnected by the time the pledge is received by the Vendor.
- Invoice the Certified Customer in accordance with Vendor's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer's billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against Certified Customer in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide energy service or otherwise discriminate in the marketing and provision of energy service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, location of customer in an economically distressed geographic area, or qualification for low-income or energy-efficiency services.

- Allow Agency forty-five days from the date of the pledge to forward payment to the Vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five day period and Vendor is provided with a verbal or signed pledge from the Agency within forty-five days of identifying a Certified Customer.
- Not interrupt service if Certified Customer is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed Vendor and the Certified Customer is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the Certified Customer, the Vendor shall return funds including interest (after any balance owed) to the Agency in accordance with PUC regulations or other state agency regulations (as applicable).

**The Agency will:**

- Obtain written permission for Agency to request and have access to customer information, including confidential or personal account information, credit and payment history, from customers seeking Agency's assistance. Social Security numbers are not required for the CEAP program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, customer's written permission for Agency's access to customer information as stated above.
- Not provide pledges on behalf of a Certified Customer to Vendor without having adequate funds to pay such pledge.
- Pay pledges within forty-five days of making pledge to Vendor.
- Determine if a customer is a Certified Customer within five days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make pledges on behalf of the Agency and Certified Clients, if requested from Vendor.

The terms of any confidential transaction under this agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other party in connection with a dispute between the parties; 3) otherwise permitted by written consent of the other party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit energy; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) of information which was or is hereafter in the public domain (except by breach of this Agreement).

Authorized Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

**Steven Lewis**

**City Manager**

Typed Name of Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Vendor (Area Code) Telephone Number \_\_\_\_\_

Vendor Email Address \_\_\_\_\_



*11/29/18*

Authorized Agency Signature \_\_\_\_\_ Date \_\_\_\_\_

**Margery H. Marshall**

**Community Services Director**

Typed Name of Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

**512 392-1161 ext. 309**

Agency (Area Code) Telephone Number \_\_\_\_\_



**Community Action, Inc.**  
**of Central Texas**  
DEVELOPING OPPORTUNITIES

HISTORY

November 30, 2016

Vance Rodgers, City Manager  
City of Lockhart  
P. O. Box 239  
Lockhart, TX 78664

RECEIVED  
CITY OF LOCKHART

DEC 01 2016

**RE: Vendor Agreement**  
**Comprehensive Energy Assistance Program (CEAP)**

Dear Mr. Rodgers:

Community Action Inc. of Central Texas (CAI) administers the Comprehensive Energy Assistance Program (CEAP) as funded by the Texas Department of Housing and Community Affairs to assist eligible individuals in Hays, Caldwell, and Blanco counties with their electric, butane, propane, and natural gas bills.

The CEAP program will be administered with very few changes from previous years. Basically, individuals will apply for assistance through our offices and will be screened for eligibility. After eligibility has been determined, CAI will notify your company in writing with the allotted amount of assistance to be provided. A payment will then be sent by CAI to your company as determined with the client.

In order for CAI to process payments for your company this coming year, we need an updated **current vendor agreement** on file. Enclosed is a copy of the vendor agreement with two signature pages. Please sign one and return it to our office by mail or fax before December 31, 2016.

We appreciate your cooperation and look forward to working with you to assist families in our communities. Please call me at (512)392-1161 ext. 309 if you have any questions or need additional information.

Sincerely,

  
Margery H. Marshall  
Community Services Director

# HISTORY

## VENDOR AGREEMENT COMPREHENSIVE ENERGY ASSISTANCE PROGRAM

The purpose of the Comprehensive Energy Assistance Program ("CEAP") funded from the Low-Income Home Energy Assistance Program ("LIHEAP") grant is to maintain an energy supply to heat and cool the residences of eligible low-income clients.

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This vendor agreement is by and between:

Community Action, Inc. of Central Texas and  
Energy Assistance Provider (Agency)

City of Lockhart  
(Vendor)

Vendor and Agency agree to assist customers in the following counties: Hays, Caldwell & Blanco.

This agreement shall be effective from the 1<sup>st</sup> day of January, 2017 for a period not to exceed two years from the effective date. Either party may terminate this agreement by written notice. Such written notice of termination shall not affect any obligation by either party incurred prior to the receipt of such notice. Notice shall be sent via certified mail with return receipt requested.

(Vendor Name)  
City of Lockhart

(Vendor Mailing Address)

P. O. Box 239 Lockhart, TX 78664  
(Agency Name)

Community Action, Inc. of Central Texas  
(Agency Mailing Address)

P. O. Box 748, San Marcos, Texas 78667-0748



# HISTORY

The Agency named above represents and warrants to Vendor that it is a subrecipient of the Texas Department of Housing and Community Affairs ("TDHCA") and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible low-income households.

The Vendor named above represents and warrants that it will apply any payments received from Agency to the account of the customer that the Agency has determined to be eligible under the CEAP guidelines and such is a "Certified Customer".

## **Vendor will, with reference to a Certified Customer:**

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- In the event the full past due balance is not paid by the Agency, the Certified Customer must pay the remaining balance on or before the disconnect date stated in the customer's Disconnect Notice required by PUC regulations in order to avoid disconnection or be eligible for reconnection. Nothing in this agreement requires the Vendor to reconnect the customer upon receipt of a pledge that does not cover the full past due balance or if the customer has already been disconnected by the time the pledge is received by the Vendor.
- Invoice the Certified Customer in accordance with Vendor's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer's billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible;
- Not discriminate against Certified Customer in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide energy service or otherwise discriminate in the marketing and provision of energy service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, location of customer in an economically distressed geographic area, or qualification for low-income or energy-efficiency services.

# HISTORY

- Allow Agency forty-five days from the date of the pledge to forward payment to the Vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five day period and Vendor is provided with a verbal or signed pledge from the Agency within forty-five days of identifying a Certified Customer.
- Not interrupt service if Certified Customer is eligible under PUC regulations and enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed Vendor and the Certified Customer is meeting the obligation under such agreement.

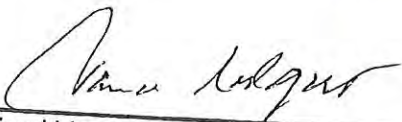
## The Agency will:

- Obtain written permission for Agency to request and have access to customer information, including confidential or personal account information, credit and payment history, from customers seeking Agency's assistance. Social Security numbers are not required for the CEAP program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, customer's written permission for Agency's access to customer information as stated above.
- Not provide pledges on behalf of a Certified Customer to Vendor without having adequate funds to pay such pledge.
- Pay pledges within forty-five days of making pledge to Vendor.
- Determine if a customer is a Certified Customer within five days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make pledges on behalf of the Agency and Certified Clients, if requested from Vendor.

The terms of any confidential transaction under this agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other party in connection with a dispute between the parties; 3) otherwise permitted by written consent of the other party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit energy; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) of information which was or is hereafter in the public domain (except by breach of this Agreement).

# HISTORY

City of Lockhart  
P. O. Box 239  
Lockhart, TX 78664

X 

Authorized Vendor Signature

1-23-2017

Date

Vance Rodgers

City Manager

Typed Name of Authorized Signature

Title

(512) 398-3461

Vendor (Area Code) Telephone Number

vrodgers@lockhart-tx.org

Vendor Email Address



Authorized Agency Signature

11/30/2016

Date

Margery H. Marshall

Community Services Director

Typed Name of Authorized Signature

Title

512-392-1161, ext. 309

Agency (Area Code) Telephone Number



**CITY OF LOCKHART  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>	Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<b>Council Meeting Date: January 15, 2019</b>				
Department: Economic Development		Initials	Date	
Department Head: Robert Tobias	Asst. City Manager			
Dept. Signature:	City Manager		1-4-19	
Agenda Item Coordinator/Contact (include phone #): Robert Tobias (512) 376-0856				
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
Discussion and/or action regarding Resolution 2019-02 approving a Type B project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Austin Community College in the amount of \$32,000 to purchase equipment used to teach Heating, Ventilation and Air Conditioning (HVAC), welding, electrical, plumbing and other high demand occupations at the Lockhart ISD Cisneros Campus. (SECOND READING)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
<b>BALANCE</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>FUND(S): LEDC</b>				
<b>SUMMARY OF ITEM</b>				
The Lockhart Economic Development Corporation (LEDC) held the required public hearing on December 17, 2018 regarding the ACC (Austin Community College) funding request for \$32,000 and have approved this investment into preparing our students and residents for these high demand occupations. This will be a one-time expense only. These funds will be used to purchase equipment and supplies to be housed at the Lockhart ISD Cisneros Campus, as well as to leverage funds from other sources. The HVAC classes are planned to begin in early 2019. Welding classes are set to begin later in the year, followed by electrical, plumbing and other high demand occupations. These courses are being modeled after similar programs at Round Rock and Georgetown ACC campuses which are very successful, thus the desire to expand to the Lockhart area.				
<b>STAFF RECOMMENDATION</b>				
Staff respectfully recommends approval of Resolution 2019-02 as presented.				
List of Supporting Documents: Resolution 2019-02, LEDC Minutes from December 3 and 17, 2018 board meeting, funding request from ACC, Performance Agreement		Other Departments, Boards, Commissions or Agencies: Lockhart Economic Development Corporation		
		84		

**RESOLUTION NO. 2019-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, APPROVING A PROGRAM OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION, TOWIT: A GRANT OF \$32,000.00 TO AUSTIN COMMUNITY COLLEGE FOR THE PURCHASE OF EQUIPMENT TO BE USED IN ITS LOCAL JOB TRAINING PROGRAM; COMPLYING WITH SECTION 501.073, TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR OPEN MEETING READING AND ADOPTION, AND AN EFFECTIVE DATE**

**WHEREAS**, the Lockhart Economic Development Corporation (LEDC”) is a Type B Economic Development Corporation; and

**WHEREAS**, the Texas Development Corporation Act, Chapters 501-505, Texas Local Government Code, (“the Act”) provides that job training is a public purpose, and that job training is essential to the economic growth of this state and to the full employment, welfare, and prosperity of residents of this state; and

**WHEREAS**, Sec. 501.101 includes as an authorized project primary job training facility for use by institutions of higher education; and

**WHEREAS**, the expenditure of economic sales tax revenue for job training purposes is authorized under other provisions of the Act, including Sec. 501.105 when it involves equipment to be required or suitable for use for a career center in an area that is not located in the taxing jurisdiction of junior college district; and

**WHEREAS**, the City of Lockhart is within the service area, but not the taxing jurisdiction of the Austin Community College (“ACC”), which provides job training and career services to residents of the City and the surrounding area; and

**WHEREAS**, the Board of Directors of the LEDC has found that an expenditure of \$32,000 of its sales tax revenue for the purchase of certain equipment is required or suitable for ACC’s use in its job training and career center program; and

**WHEREAS**, the Board of Directors of the LEDC has published notice and scheduled a public hearing to allow and receive public comment on such an expenditure; and

**WHEREAS**, Section 501.073 requires that the Lockhart City Council, as the governing body of the LEDC’s authorizing unit will approve all programs and expenditures of the LEDC; and

**WHEREAS**, the action authorized by this Resolution is in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out of the authority granted by law to the City and the EDC;

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

1. The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Council hereby incorporates such recitals as a part of this Resolution.
2. The program approved by the Board of Directors of the LEDC, being the provision of \$32,000 to Austin Community College for the purchase of equipment to be utilized in its job training and career center services, as described above, is hereby in all things approved and authorized.
3. This Resolution shall take effect immediately from and after its passage at a second separate reading.
4. This Resolution is read and adopted at meetings that were open to the public and notice of the time, place and purpose of said meetings was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**PASSED AND ADOPTED** at a regular meeting of the Lockhart City Council held on this 15<sup>th</sup> day of January 2019.

CITY OF LOCKHART

\_\_\_\_\_  
Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Connie Constancio, TRMC

\_\_\_\_\_  
Peter Gruning, City Attorney

**LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)  
MINUTES  
December 3, 2018 - 6:00 P.M.  
CITY HALL UPSTAIRS MEETING AREA  
308 WEST SAN ANTONIO STREET**

**Board Members Present:** Alan Fielder, Chairman; Nic Irwin, Vice-Chair; Morris Alexander; Frank Estrada; Dyral Thomas; Umesh Patel

**Board Members Absent:** Alfredo Munoz

6 of seven members present creating a quorum of 6 at the time the meeting was called to order.

**Staff Present:** Steve Lewis, President LEDC; Rob Tobias, Director Economic Development

**Guests:** None

1. CALL TO ORDER

**The Lockhart Economic Development Corporation meeting was called to order at**

**6:00 p.m. by Alan Fielder, Chairman. The members are marked present**

**creating a quorum of 6 at the time the meeting was called to order.**

A. Discussion and/or action regarding the minutes from the October 1, 2018 meeting.

*Motion to approve the minutes from the October 1, 2018 meeting as presented.*

*Motion: Nic Irwin*

*Second: Morris Alexander*

*Vote: 6 of 6*

B. Discussion and/or action regarding the sales tax and financial reports.

Pam Larison, Interim Finance Director, provided a recap of the financial status and shared a compilation of outstanding encumbrances. There was discussion followed by votes.

*Motion to approve the sales tax and financial reports as presented.*

*Motion: Morris Alexander*

*Second: Nic Irwin*

*Vote: 6 of 6*

C. Discussion and or action regarding a request for a donation in the amount of \$32,000 to Austin Community College to purchase equipment for local training.

Mr. Tobias stated this is a project that we have been working on since the summer with Dr. Hector Aguilar and Donald Tracy of ACC. A couple months ago, an MOU was approved between ACC, LISD and the LEDC. ACC will be providing the resources to develop and implement these programs. Lockhart ISD

made a building available at the Cisneros Campus off of Pine Street and will be helping to recruit students, and the LEDC will invest funding resources, as well as help recruit employers and adults to these programs.

Mr. Tobias then introduced Dr. Hector Aguilar and Donald Tracy to the board. They gave the LEDC board a presentation regarding the programs that are coming into the Lockhart area. HVAC will begin in January 2019, followed by welding, electrical and others.

Dr. Aguilar stated that the \$32,000 would be spent on supplies and materials to buy equipment needed to teach these classes at the Lockhart campus. He stated that HVAC and welding programs will be the first courses offered. As the interest grows there will be more courses offered in the future.

*Motion to donate \$32,000 to purchase equipment for local HVAC training.*

*Motion: Alfredo Munoz*

*Second: Morris Alexander*

*Vote: 6 of 6*

D. Discussion and/or action regarding Economic Development Administration matching grant amount up to \$500,000 in support of development of "life sciences" campus along SH-130.

Mr. Tobias stated that there is a letter in the board packet from the County stating that the Commissioners Court approved the pursuit of an EDA grant for \$2.5 million and a USDA grant for \$300,000. While the USDA does not require a match, the EDA reserved a 20% match of \$500,000. The company, Lone Star Life Sciences has offered to contribute 50% of the match, if the LEDC would contribute the other half of \$250,000.

Mr. Tobias introduced Matt Atwood to the LEDC Board. Mr. Atwood gave a brief presentation regarding why Lockhart was chosen and the progress of the project. Mr. Tobias advised the board of the growth projected for the life sciences industry and that this was reflected as a target industry by both the Austin Chamber and the GSMP. The life science industry is growing and is seeking sites in the Austin region. He also advised the board that other life sciences companies were considering sites in the area. The board tabled the discussion and asked the staff to reach out to the County and others regarding coordinating contributions to the match amount.

### 3. DISCUSSION ONLY

- A. Austin Community College Lockhart training update
- B. Update on FreshBox Farms
- C. Update on Lone Star Life Science
- D. Update on Turner Company

Mr. Tobias stated Turner bought 31 acres on FM 142 and Cistern. They are waiting for the construction permit from the County and TxDot, so they can begin to develop the site. They must widen the roadway within one year of the startup of their operations.

- E. Other projects

Mr. Tobias gave a brief update on various emerging projects.

### 4. ADJOURN

The meeting was adjourned by unanimous vote.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)

MINUTES

Monday, December 3, 2018 - 6:00 P.M.

CITY HALL - UPSTAIRS

308 WEST SAN ANTONIO STREET

Page 2 of 2



**LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)  
MINUTES**

**December 17, 2018 - 6:00 P.M.  
Glosserman Room – Downstairs – City Hall  
308 WEST SAN ANTONIO STREET**

**Board Members Present:** Alan Fielder, Chairman; Nic Irwin, Vice-Chair; Morris Alexander; Frank Estrada; Dyral Thomas; Umesh Patel

**Board Members Absent:** Alfredo Munoz

6 of seven members present creating a quorum of 6 at the time the meeting was called to order.

**Staff Present:** Steve Lewis, President LEDC; Rob Tobias, Director Economic Development

**Guests:**

1. CALL TO ORDER

**The Lockhart Economic Development Corporation meeting was called to order at**

**6:00 p.m. by Alan Fielder, Chairman. The members are marked present**

**creating a quorum of 6 at the time the meeting was called to order.**

2. PUBLIC HEARING

A. Conduct a public hearing on the Lockhart Economic Development Corporation's providing of \$32,000 to Austin Community College for equipment for its job training program.

Open Public Hearing at 6:01 pm.

*Is there anyone present who would like to speak in opposition to the proposed project?*

*There was none.*

*Is there anyone present who has not spoken that is in favor of the proposed project?*

*There was none.*

Close Public Hearing at 6:02pm.

3. ADJOURN

*Motion to adjourn:*

*Motion: Morris Alexander*

*Second: Nic Irwin*

*Vote: 6 of 6*

**LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)  
MINUTES**

**Monday, December 17, 2018 - 6:00 P.M.  
Glosserman Room – Downstairs – City Hall  
308 WEST SAN ANTONIO STREET**

Page 1 of 1



November 2, 2018

To Alan Fielder, Chair of the Lockhart Economic Development Corporation Board:

In partnership with the Workforce Solutions Rural Capital Area Board, we are trying to expand our Austin Community College (ACC) Continuing Education Trades programs to Lockhart and other communities in the surrounding counties. The programs we offer are not traditional two-year Associate degree programs, but rather quicker 4-6 month training programs that assist people that are unemployed or underemployed to acquire a job soon. Likewise, they support the workforce and economic development in an area by supplying trained future employees to existing companies, as well as, serving as a corporate retention tool for attracting prospective employers to the region. The trades programs that we intend to offer may include a rotating schedule for HVAC, Welding, Electrical, and Plumbing. We would work with you (LEDC), WFSolutions Rural Cap, and employers to make sure that we rotate programs just in time and not flood the market in any given area.

We have assigned a Coordinator and supporting staff to manage these programs in Lockhart and the surrounding region and have the curriculum and Instructors prepared for implementation.

The Workforce Solutions Rural Capital Area Board will be assisting this project by recruiting students and providing them with tuition assistance and potential wrap-around support services if needed. They will also work closely with you in Lockhart, employers, and us at ACC, to get the graduates employed.

And thanks to you, the LEDC, and LISD, we have the appropriate space in Lockhart to offer these programs. We will be working closely with LISD by providing them with discounted seats in return for the usage of their facility. These type arrangements are a definite win-win for all.

The one piece that is still missing is equipment to train the students. Because we already run these type programs in other areas, such as in Round Rock, we know what we need in terms of equipment. Together with WFSolutions Rural Cap we are applying for grant funding to help us to acquire the equipment.

However, to strengthen our chances of grant approval, we are asking you for a donation of \$32,000. We estimate the floor cost for sets of rotating training equipment at \$300,000. The \$32,000 would assist us with some of the electrical components for the electrical trainers.

We are not sure what the chances of grant approval are, but even if we were not to be approved, the \$32,000 would help us get started. Our intent is to start offering a first cohort program in HVAC in mid-January after the holidays (Jan. 15).

Therefore, we make this formal funding request to the LEDC board to strengthen our grant proposal and to help us get started. Thanks in advance for your favorable consideration.

Sincerely,

A handwritten signature in cursive script that reads "Hector Aguilar".

Hector Aguilar, PhD

Dean of Continuing Education

cc: Steve Lewis, President, Lockhart Economic Development  
Robert Tobias Director, Lockhart Economic Development

## ECONOMIC DEVELOPMENT PROGRAM PERFORMANCE AGREEMENT

This Economic Development Program Performance Agreement (“Agreement”) is entered by and between the Lockhart Economic Development Corporation (“LEDC”) and the Austin Community College (“ACC”) effective on this the \_\_\_\_ day of \_\_\_\_\_, 2019.

### Recitals

1. The LEDC is a Type B Economic Development Corporation located in the City of Lockhart, Texas that receives economic development sale tax revenue pursuant to the Texas Development Corporation Act, Chapters 501-505, Texas Local Government Code, (“the Act”),
2. The ACC is a two-year college that serves central Texas and provides higher education and technical training to students who desire to earn a degree, learn a marketable skill, and advance their careers.
3. The Act provides that job training is a public purpose, and that job training is essential to the economic growth of this state and to the full employment, welfare, and prosperity of residents of this state.
4. Sec. 501.101 of the Act includes as an authorized project, a primary job training facility for use by institutions of higher education.
5. The Act provides that the expenditure of economic sales tax revenue for job training purposes is authorized under other provisions of the Act, including Sec. 501.105 when it involves equipment to be required or suitable for use for a career center in an area that is not located in the taxing jurisdiction of junior college district.
6. The City of Lockhart is within the service area, but not the taxing jurisdiction of the Austin Community College (“ACC”), which provides job training and career services to residents of the City and the surrounding area.
7. ACC has requested and the Board of Directors of the LEDC have found that an expenditure of sales tax revenue for the purchase of certain equipment is required or suitable for ACC’s use in its job training and career center program.
8. The requirements of the Act regarding notice, a public hearing, approval by the City Council of Lockhart and other details of compliance in order to provide revenue for an authorized project or program of a Type B Economic Development Corporation have been or are currently being completed.

## Terms

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

1. ACC shall provide continuing education and job training services in Lockhart and the surrounding area, including programs in construction trades and other marketable skills that will assist residents of the City and area to obtain primary jobs and to further their careers.
2. LEDC shall provide ACC a grant of not to exceed thirty-two thousand dollars (\$32,000.00) of economic sales tax revenue to assist ACC in obtaining equipment, facilities, use of a career center, and materials necessary, suitable, or useful in the providing of such continuing education and job training in Lockhart and the surrounding area.
3. Upon written request from LEDC, ACC shall provide a report detailing its provision of job training and continuing education in Lockhart and the surrounding area and the purposes for which the aforesaid grant of economic sales tax revenue was utilized. The LEDC, upon reasonable notice and at any reasonable time, shall have the right to review any and all records of ACC related to the provisions of this Agreement.
4. In the event of any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement, the parties shall attempt in good faith to resolve the same by good faith mediation before a mediator agreed to by the parties. LEDC and ACC expressly waive any statutory or other legal requirement that may exist for serving notices or engaging in alternative dispute resolution prior to doing so. Both parties reserve the right to seek any other legal remedy available regarding any such controversy or claim.
5. This Agreement may not be assigned to any third party by ACC without the written consent of LEDC.
6. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

LEDC:                    Lockhart Economic Development Corporation  
                                  Attn: President, Board of Directors  
                                  308 W. San Antonio  
                                  P.O. Box 239  
                                  Lockhart, TX 78644

ACC: Austin Community College District  
Attn: Neil Vickers  
EVP, Finance & Administration  
5930 Middle Fiskville Road  
Austin, TX 78752

7. This Agreement contains the entire agreement between the LEDC and ACC with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by the LEDC and ACC.
8. In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.
9. LEDC and ACC agree to do all things reasonably necessary and appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the date first written above.

**THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION:**

\_\_\_\_\_  
Steve Lewis, LEDC President

**ATTEST:**

\_\_\_\_\_  
Rob Tobias, LEDC Secretary

**AUSTIN COMMUNITY COLLEGE:**

\_\_\_\_\_  
Neil Vickers,  
EVP, Finance & Administration



Work Session Item # \_\_\_\_\_

Reg. Mtg. Item # \_\_\_\_\_

**CITY OF LOCKHART  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b> <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<b>Council Meeting Date:</b> January 15, 2019		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department: Planning			Initials	Date
Department Head: Dan Gibson		Asst. City Manager		
Dept. Signature: <i>Dan Gibson</i>		City Manager		<i>DLG 1-11-19</i>
Agenda Coordinator/Contact (include phone #): Dan Gibson 398-3461, x236				
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER <input type="checkbox"/> NONE				
<b>CAPTION</b>				
Discussion and/or action to consider Resolution 2019-04 granting written consent to the creation of the Clear Fork Ranch Municipal Utility District (M.U.D.).				
<b>FINANCIAL SUMMARY</b>				
X NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
<b>SUMMARY OF ITEM</b>				
<p>During the October 2, 2018, City Council meeting, the Council was informed about a proposal for the creation of a municipal utility district, a portion of which will be in the City of Lockhart ETJ. Information prepared by the city attorney about municipal utility districts, in general, is attached. The Clear Fork Ranch M.U.D. will be located along both sides of the north/south portion of Borchert Loop, adjacent to the west city limits of Lockhart. It will consist primarily of single-family homes and an elementary school site, with the possibility of commercial development along the south side of SH 142. The City has the option to consent or object to the creation of the portion within our ETJ. Multiple meetings between the City staff and the developers have resulted in a negotiated consent agreement, which is a separate item on this agenda. The agreement protects the City's interests: 1) by ensuring that the development will meet City standards, comply with our thoroughfare plan and other plans as applicable; and be subject to review and inspections by the City; and, 2) by providing for future annexation of the M.U.D. by the City.</p>				
<b>STAFF RECOMMENDATION</b>				
Staff recommends APPROVAL of Resolution 2019-04.				
<b>List of Supporting Documents:</b>		<b>Other Departments, Boards, Commissions or Agencies:</b>		
Resolution 2019-04 and Exhibit A.  Explanation of Municipal Utility Districts from the city attorney.		None.		

**RESOLUTION 2019-04**

**A RESOLUTION OF THE CITY OF LOCKHART, TEXAS CONSENTING TO THE CREATION OF CLEAR FORK RANCH MUNICIPAL UTILITY DISTRICT.**

**WHEREAS**, the City of Lockhart, Texas (the "City") received a Petition for Consent to the inclusion of land within, and creation of, Clear Fork Ranch Municipal Utility District (the "District") in the extraterritorial jurisdiction of the City pursuant to Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code, a copy of which Petition is attached hereto as Exhibit A; and,

**WHEREAS**, the City Council of the City of Lockhart desires to grant its written consent to the creation of, and inclusion of land within, the District.

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

Section 1. The City of Lockhart, Texas hereby consents to the creation of Clear Fork Ranch Municipal Utility District, and the inclusion of the land more particularly described within the Petition attached hereto as Exhibit "A" within said District, for purposes of Section 54.016, Texas Water Code, and Section 42.042 of the Texas Local Government Code.

Section 2. The City's consent is subject to the terms and conditions of the Consent Agreement entered into with the City.

PASSED AND APPROVED this 15<sup>th</sup> day of January, 2019.

\_\_\_\_\_  
Lew White, Mayor

ATTEST:

\_\_\_\_\_  
Connie Constancio, City Secretary

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Peter Gruning, City Attorney

# EXHIBIT "A"

## REQUEST FOR CONSENT TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT

THE STATE OF TEXAS           §  
  §  
COUNTY OF CALDWELL       §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LOCKHART,  
TEXAS:

The undersigned (herein referred to as the "Petitioners"), holders of title to all land within the territory hereinafter described by metes and bounds, and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, and Section 42.042, Texas Local Government Code, respectfully request the City Council of the City of Lockhart, Texas, for its written consent to the inclusion of land in, and the creation of, a conservation and reclamation district under Chapters 49 and 54, Texas Water Code and would respectfully show the following:

I.

The name of the proposed District shall be CLEAR FORK RANCH MUNICIPAL UTILITY DISTRICT or some similar name as required or permitted by law (the "District").

II.

The land shall be included within the District by creation and organization of the District as provided above. The District shall exist under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas, and Chapters 49 and 54, Texas Water Code.

III.

The District will contain approximately 472.126 acres of land, more or less, situated in Caldwell County, Texas. The land proposed to be included within the District consists of two tracts encompassing approximately 155.27 acres and 316.856 acres of land, respectively, each of which is described in Exhibit "A" attached hereto. A portion of the 316.856-acre tract of land is located within the extraterritorial jurisdiction of the City of Lockhart, Texas. All of the territory proposed to be included may properly be included in the District.

IV.

The undersigned Petitioners are the owners of and hold title to all of the land to be included within the proposed District as indicated by the tax rolls of the county in which the land is located.



V.

By execution below, Petitioners certify that there are no lienholders on any of the lands proposed to be included within the District.

VI.

The general nature of the work to be done by the District at the present time is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic purposes; the design, construction, acquisition, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide adequate drainage for the District and to control, abate and amend local stormwaters or other harmful excesses of waters; the construction, acquisition, operation or maintenance of roadways including storm drainage, bridges for roadways, and other improvements in aid of these roadways; and the construction, acquisition, improvement, maintenance and operation of such other and additional facilities, systems, plants and enterprises as may be consonant with the purposes for which the District is created.

VII.

There is, for the following reasons, a necessity for the above-described work, services and improvements: The area proposed to be within the District will experience substantial and sustained residential growth. There is not now available within the area, which will be developed as a master-planned single-family residential development, an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, or road improvements. The health and welfare of the present and future inhabitants of the area and of territories adjacent thereto require the construction, acquisition, maintenance, and operation of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system, and roadway system. A public necessity therefore exists for the organization, extension, improvement, maintenance, and operation of such waterworks system, sanitary sewer system, and drainage and storm sewer system, and road improvements, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VIII.

A preliminary investigation has been instituted to determine the cost of the project, and it is now estimated by the Petitioners, from such information as they have at this time, that the ultimate costs of the development contemplated will be approximately \$28,000,000. The project will be financed by the issuance of bonds by the District.

WHEREFORE, the Petitioner respectfully prays that this request be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the 316.856-acre tract of land described herein within the District.

RESPECTFULLY SUBMITTED, this \_\_\_\_ day of \_\_\_\_\_, 2019.

**PETITIONERS:**

**J & P LOCKHART I, LP, a Texas limited partnership**

By: **JAKOVICH & PERRY CAPITAL PARTNERS, LLC, its General Partner**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of Jakovich & Perry Capital Partners, LLC, a Texas limited liability company and General Partner of J & P Lockhart I, LP, a Texas limited partnership, on behalf of said limited partnership.

(Seal and Expiration)

\_\_\_\_\_  
Notary Public, State of Texas

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**J & P LOCKHART BUILDERS, LP, a Texas limited partnership**

By: **J & P LOCKHART II, LLC**, its General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of J & P Lockhart II, LLC, a Texas limited liability company and General Partner of J & P Lockhart Builders, LP, a Texas limited partnership, on behalf of said limited partnership.

(Seal and Expiration)

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit "A"**  
**Description of Property**

**Description of 316.856-Acre Tract  
(JPLI Land)**

**JAMES E. GARON  
& ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS

P.O. Box 1917  
Bastrop, Texas 78602  
512-303-4185  
Firm Reg. #10058400  
jgaron@austin.rr.com

January 9, 2019

**LEGAL DESCRIPTION:** BEING 316.856 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE J.B. GRAY SURVEY, ABSTRACT 116 AND THE W. HOUSE SURVEY, ABSTRACT 15 IN CALDWELL COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 283 ACRE TRACT AND 31.3 ACRE TRACT OF LAND CONVEYED TO GLENVOIR FARM AS SECOND TRACT AND THIRD TRACT BY DEED RECORDED IN VOLUME 403, PAGE 671 OFFICIAL RECORDS, CALDWELL COUNTY, TEXAS; SAID 316.856 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN JUNE, 2016:

**BEGINNING** at a 2" steel fence found on the easterly line of Borchert Loop for the southwest corner hereof and said 31.3 acre tract and the northwest corner of that certain 59.289 acre tract of land conveyed to Jay S. Cheek and Brenda A. Cheek by deed recorded in Volume 243, Page 830 of said official records;

THENCE along Borchert Loop, N 31°43'40" W a distance of 831.80 feet to a 60D nail found in old fence post for the northwest corner of said 31.3 acre tract and a common corner with said 283 acre tract and N 31°07'52" W a distance of 1783.62 feet to a railroad tie fence corner post found for the northwest corner hereof and said 283 acre tract and the southwest corner of that certain 136 acre tract of land conveyed to William R. Clark by deed recorded in Document # 122818 of said official records;

THENCE N 58°48'35" E a distance of 3760.23 feet to a "T" post found in rock mound for a northerly, northeast corner hereof and said 283 acre tract and the northwest corner of that certain 57.29 acre tract of land conveyed to Lisa Kay Jolley King and as described by deed recorded in Volume 130, Page 865 of said official records;

THENCE S 31°48'55" E a distance of 1102.81 feet to a "T" post found in 2" iron pipe found in rock mound for an ell corner hereof and the southeast corner of said King 57.29 acre tract;

THENCE N 59°08'24" E a distance of 2444.46 feet to a 12" fence corner post found on the westerly line of that certain 17.18 acre tract of land conveyed to Kenneth D. Willenberg by deed recorded in Document #2015-001132 of said official records for an ell corner hereof and the southeast corner of that certain 5.257 acre tract of land conveyed to Jose A. Cardenas and Carmen Cardenas by deed recorded in Volume 439, Page 372 of said official records;

THENCE S 32°00'32" E a distance of 654.53 feet to a 2" steel fence corner post found on the approximate common line of the J.B. Gray Survey and the W. House Survey for an ell corner hereof and the southwest corner of said Willenberg 17.18 acre tract;

THENCE N 59°17'01" E a distance of 262.32 feet along said line to a 2" steel fence corner post found for an ell corner hereof and the northwest corner of that certain 14.6 acre tract of land conveyed to Kenneth D. Willenberg by deed recorded in Document #2015-001132 of said official records ;

THENCE S 30°57'43" E a distance of 849.75 feet to a 2" steel fence corner post found on the northerly line of that certain 45.76 acre tract of land conveyed to Stephen R. Knox and Bonnie Lee Knox by deed recorded in Volume 184, Page 505 of said official records for the southeast corner hereof and said 283 acre tract and the southwest corner of said Willenberg 14.6 acre tract;

THENCE S 58°49'37" W a distance of 2282.66 feet to a cotton gin spindle set at a 3/4" iron pipe found for the northwest corner of said Knox 45.76 acre tract and the northeast corner of the aforesaid Cheek 59.289 acre tract;

THENCE S 58°54'26" W a distance of 4196.34 feet to the **POINT OF BEGINNING**, containing 316.856 acres of land, more or less and as shown on map of survey prepared herewith.

Surveyed by:

James E. Garon  
Registered Professional Land Surveyor  
Server; co\Caldwell\sur\M. Hunt\38316



**Description of 155.27-Acre Tract  
(JPLB Land)**



**LEGAL DESCRIPTION:**

**155.27 ACRES OF LAND CONSISTING OF A CALLED 35.0 ACRES OF LAND, DESCRIBED AS FOURTH TRACT IN THE W. C. STEFFEY SURVEY, ABSTRACT NUMBER 274 IN CALDWELL COUNTY, TEXAS; AND CONSISTING OF THE REMAINDER OF A CALLED 142.5 ACRES OF LAND, DESCRIBED AS FIFTH TRACT IN THE M. HUNT SURVEY, ABSTRACT NUMBER 137 IN CALDWELL COUNTY, TEXAS; SAID FOURTH TRACT AND FIFTH TRACT, HAVING A COMBINED TOTAL OF 177.5 ACRES, BEING A PORTION OF A 494.8 ACRE TRACT OF LAND CONVEYED IN A DEED TO WILLIAM JANNEY GAMBLE, TRUSTEE OF THE KATIE THOMSON JANNEY REVOCABLE TRUST "A" AND RECORDED IN VOLUME 403, PAGE 671 OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS (DRCCTX); SAID 155.27 ACRES OF LAND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a 1½-inch iron pipe found in the southwest Right-of-Way (ROW) line of Borchert Loop (County Road 108), being the east corner of a 2.000 acre tract of land in the J. George Survey, Abstract Number 118 in Caldwell County, Texas, described in a deed to Dennis R. & Shalaina T. Walker, recorded in Volume 433, Page 203, DRCCTC, and being the north corner of the remainder of said 177.5 acre Gamble tract;

**THENCE** along the southeast line of said J. George Survey, Abstract Number 118, being also the southeast line of said 2.000 acre Walker tract; same being the northwest line of said M. Hunt Survey, Abstract Number 137 and the northwest line of said 177.5 acre Gamble tract, S59°45'36"W, a distance of 329.74 feet to an iron rod set with a cap marked "TMG" for the north corner and **POINT of BEGINNING** of the herein described tract of land;

**THENCE** through the interior of said 177.5 acre Gamble tract, the following two (2) courses and distances:

1. S32°37'51"E, a distance of 560.05 feet to an iron rod set with a cap marked "TMG" for an angle point, and
2. N57°21'07"E, a distance of 320.50 feet to an iron rod set with a cap marked "TMG", being in the southwest ROW of Borchert Loop for an angle point;

**THENCE** with the southwest ROW line of Borchert Loop, being the northeast line of this 155.27 acre tract, S31°41'23"E, a distance of 90.01 feet to an iron rod set with a cap marked "TMG", for an angle point;

**THENCE** continuing through the interior of said 177.5 acre Gamble tract, the following three (3) courses and distances:

3. S57°21'07"W, a distance of 319.02 feet to an iron rod set with a cap marked "TMG" for an angle point,
4. S32°37'51"E, a distance of 1817.85 feet to an iron rod set with a cap marked "TMG" for an angle point, and

5. N57°23'55"E, a distance of 289.15 feet to an iron rod set with a cap marked "TMG", being in the southwest ROW of Borchert Loop for an angle point;

**THENCE** with the southwest ROW line of Borchert Loop, being the northeast line of this 155.27 acre tract, S31°41'23"E, a distance of 90.01 feet to an iron rod set with a cap marked "TMG", for an angle point;

**THENCE** continuing through the interior of said 177.5 acre Gamble tract, the following four (4) courses and distances:

6. S57°23'55"W, a distance of 287.68 feet to an iron rod set with a cap marked "TMG" for an angle point,
7. S32°37'51"E, a distance of 678.17 feet to an iron rod set with a cap marked "TMG" for an angle point,
8. S81°34'47"E, a distance of 52.54 feet to an iron rod set with a cap marked "TMG" for an angle point, and
9. N49°28'18"E, a distance of 239.16 feet to an iron rod set with a cap marked "TMG", being in the southwest ROW of Borchert Loop for an angle point;

**THENCE** with the southwest ROW line of Borchert Loop, being the northeast line of this 155.27 acre tract, S31°41'23"E, a distance of 40.34 feet to a 60d nail found in the top of a wooden post being the north corner of a 99.0 acre tract of land in the J. H. Finch Survey, Abstract Number 108 in Caldwell County, Texas, described as Tract I in a deed to Edgar L. and wife, Dorothy June Vogel, recorded in Volume 8, Page 21, DRCCTC, and being the east corner of the remainder of said 177.5 acre Gamble tract and being the east corner of the herein described tract of land;

**THENCE** with the northwest line of said 99.0 acre tract, being the southeast line of the remainder of said 177.5 acre Gamble tract, S49°28'18"W, a distance of 2216.10 feet to a 1½-inch iron pipe found in the northwest line of said 99.0 acre tract, being the east corner of a 340.331 acre tract of land described in a deed to Nami Ranch, L.L.C. and recorded in Document Number 087087 of the Official Public Records of Real Property for Caldwell County, Texas (OPRRPCCTX), for the south corner of the remainder of said 177.5 acre Gamble tract and being the south corner of the herein described tract of land;

**THENCE** with the northeast line of said 340.331 acre tract, being the southwest line of the remainder of said 177.5 acre Gamble tract, N32°37'49"W, at 3520.81 feet passing a calculated point marking the north corner of said 340.331 acre tract and the southeast corner of a 7.779 acre tract of land described in a deed to Belinda N. Garza and recorded in Document Number 121466, OPRRPCCTX, from said point, a 6" cedar fence corner post bears S57°22'11"W, 1.87 feet; and continuing along the northeast line of said 7.779 acre tract, a total distance of 3662.56 feet to a 1½-inch iron pipe found in the northeast line of said 7.779 acre tract, being along the southeast line of the J. George Survey, Abstract Number 118, at the south corner of a 5.052 acre tract of land described in a deed to Woodmen of the World recorded in Volume 212, Page 545, DRCCTX, for the west corner of the remainder of said 177.5 acre Gamble tract and being the west corner of the herein described tract of land;

**THENCE** along the southeast line of said 5.052 acre tract, being the northwest line of the remainder of said 177.5 acre Gamble tract,, N59°43'07"E, a distance of 356.48 feet to a ½-inch iron rod found for the east corner of said 5.052 acre tract, being the south corner of a 5.583 acre tract of land described in a deed to Raul & Christine Ybarra and recorded in Volume 639, Page 893, DRCCTX, for an angle point in the northwest line of the remainder of said 177.5 acre Gamble tract and being an angle point in the northwest line of the herein described tract of land;

**THENCE** continuing along the southeast line of said J. George Survey, Abstract Number 118 and the northwest line of said 177.5 acre tract, N59°45'34"E, at a distance of 603.32 feet passing a ½-inch iron rod found for the east corner of said 5.583 acre tract, being the south corner of a 5.162 acre tract of land described in a deed to Pamala Francine Hunt and recorded in Volume 565, Page 474, DRCCTX; at a distance of 828.27 feet passing a ½-inch iron rod found for the east corner of said 5.162 acre tract, being the south corner of 5.090 acre tract of land described in a deed to Juan Carlos & Ramiro Ruvalcaba and recorded in Volume 306, Page 393, DRCCTX; at a distance of 1068.37 feet passing a ½-inch iron rod found for the east corner of said 5.090 acre tract, being the south corner of a 5.028 acre tract of land described in a deed to United Pentecostal Church and recorded in Volume 484, Page 135, DRCCTX; at a distance of 1328.42 feet passing a ½-inch iron rod found for the east corner of said 5.028 acre tract, being the south corner of said 2.000 acre Walker tract; and, in all, a total distance of 1564.29 feet to the **PLACE of BEGINNING** and containing 155.27 acres of land, more or less.

BEARING BASIS IS NAD83, TEXAS STATE PLANE COORDINATE SYSTEM,  
TEXAS SOUTH CENTRAL ZONE 4.

Surveyed on the ground by:

*John W. Tobin* 10-08-2018  
John W. Tobin, Texas RPLS 4422  
Sept. 27, 2018



## MUNICIPAL UTILITY DISTRICTS IN THE ETJ

**Purpose:** To fund infrastructure needed to support property development.

**Function:** To furnish fresh water, sanitary sewer services, roadways and drainage within the utility district.

**Powers:** To tax, to issue bonds secured by the taxes, to condemn property, and to serve as retail providers of water and sewer.

**Procedure:** The developer must advance the funds to build the needed infrastructure. Once the infrastructure is built, TCEQ and the Texas Attorney General must approve a bond issuance to repay the developer for the infrastructure costs. The bonds are repaid from ad valorem taxes collected within the special taxing district.

**Creation:** By TCEQ administrative process, or by the Texas Legislature.

**Consent:** A city may object to the creation of a MUD within its boundaries or ETJ.

The TCEQ may create a district within a city's ETJ over the city's objection through a process provided in Local Government Code, Sec. 42.042.

**Pros:**

- Infrastructure is funded by the developer and constructed to city standards.
- The infrastructure costs are reimbursed to the developer through a special taxing district, which makes funds available to provide amenities and higher quality.
- The special taxing district is responsible for infrastructure maintenance.
- In the future, when the city annexes the area, the infrastructure is already constructed and the tax base is already established.
- If a development agreement is entered into, the city may provide for enforcement of its land use regulations, development regulations, and environmental regulations.
- If a strategic partnership agreement and limited purpose annexation are entered into, the city collects tax on commercial sales.

**Cons:**

- The debt of the special taxing unit limits opportunities for full annexation, usually until the debt is paid.
- The city's health and safety regulation enforcement authority is limited in the district.
- Residents in the district don't pay city taxes or vote in city elections.
- Special taxing districts have eminent domain authority.



Work Session Item # \_\_\_\_\_

Reg. Mtg. Item # \_\_\_\_\_

**CITY OF LOCKHART  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>	Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<b>Council Meeting Date:</b> January 15, 2019	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department: Planning		Initials	Date
Department Head: Dan Gibson	Asst. City Manager		
Dept. Signature: <i>Dan Gibson</i>	City Manager	<i>SGM</i>	<i>1-11-19</i>
Agenda Coordinator/Contact (include phone #): Dan Gibson 398-3461, x236			
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER <input type="checkbox"/> NONE			
<b>CAPTION</b>			
Discussion and/or action to consider approval of Consent Agreement for Clear Fork Ranch Municipal Utility District (M.U.D.).			
<b>FINANCIAL SUMMARY</b>			
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED			
<b>SUMMARY OF ITEM</b>			
<p>During the October 2, 2018, City Council meeting, the Council was informed about a proposal for the creation of a municipal utility district, a portion of which will be in the City of Lockhart ETJ. There are two items on this agenda related to that development. The first item is Resolution 2019-04, consenting to the creation of the municipal utility district, and this is the second item. Information prepared by the city attorney about municipal utility districts, in general, is attached to the agenda item for the resolution. The Clear Fork Ranch M.U.D. will be located along both sides of the north/south portion of Borchert Loop, adjacent to the west city limits of Lockhart. It will consist primarily of single-family homes and an elementary school site, with the possibility of commercial development along the south side of SH 142. If the Council approves Resolution 2019-04, the next step is to approve the proposed Consent Agreement. Negotiations between the City staff and the developers have resulted in the attached agreement. It protects the City's interests: 1) by ensuring that the development will meet City standards, comply with our thoroughfare plan and other plans as applicable; and be subject to review and inspections by the City; and, 2) by providing for future annexation of the M.U.D. by the City.</p>			
<b>STAFF RECOMMENDATION</b>			
Staff recommends APPROVAL of the Consent Agreement.			
<b>List of Supporting Documents:</b>	<b>Other Departments, Boards, Commissions or Agencies:</b>		
Consent Agreement and attached exhibits.	None.		

**CONSENT AGREEMENT  
(Clear Fork Ranch Municipal Utility District)**

THE STATE OF TEXAS                   §  
  §  
COUNTY OF CALDWELL               §

This Consent Agreement ("Agreement") is between the **City of Lockhart, Texas** (the "City"), a home-rule city located in Caldwell County, Texas, **J & P LOCKHART I, LP**, a Texas limited partnership ("JPLI") and **J & P LOCKHART BUILDERS, LP**, a Texas limited partnership ("JPLB"). JPLI and JPLB are collectively referred to herein as the "Developers". Upon final creation of **Clear Fork Ranch Municipal Utility District**, a municipal utility district to be created under Chapters 49 and 54 of the Texas Water Code (the "District"), the District will join in this Agreement. The City, Developers and the District are collectively referred to herein as the "Parties."

**RECITALS**

WHEREAS, JPLI is the owner of approximately 316.856 acres of land in Caldwell County, Texas (the "JPLI Land") and JPLB is the owner of approximately 155 acres of land in Caldwell County, Texas (the "JPLB Land"). The JPLI Land and the JPLB Land are more particularly described in **Exhibit "A"** attached hereto. The JPLI Land and JPLB Land are collectively referred to herein as the "Land";

WHEREAS, JPLI possesses an option to purchase that certain real property more particularly described in **Exhibit "B"** attached hereto (the "Option Land"). In the event that JPLI exercises its option and acquires fee simple ownership of the Option Land and the Option Land is annexed into the boundaries of the District, then the Option Land shall be considered part of the Land for all purposes under this Agreement;

WHEREAS, a portion of the Land (the "ETJ Land") is located in the extraterritorial jurisdiction of the City. Attached as **Exhibit "C"** is a map that identifies the location of the Land in relation to the City's extraterritorial jurisdiction; and

WHEREAS, the Developers desire to create a municipal utility district to encompass the Land (including the Option Land in the event JPLI acquires fee simple ownership thereof and such Option Land is annexed into the District), and the City has consented to the creation of the District and inclusion of the ETJ Land therein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties agree as follows.

**ARTICLE I  
DEFINITIONS**

**Section 1.01 Definitions.** In addition to the terms defined elsewhere in this Agreement or in the City's ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

Agreement: This Consent Agreement between the City of Lockhart, Texas, and the Developers.

Assignee: A successor to one or both of the Developers as defined in Section 5.02 of this Agreement.

Bond: Bonds, notes, or other obligations, including refunding or refinancing of same, issued or reissued by the District.

City: The City of Lockhart, Texas, a home rule city located in Caldwell County, Texas.

City Council: The City Council of the City of Lockhart, Texas.

County: Caldwell County, Texas.

District: Clear Fork Ranch Municipal Utility District (or a municipal utility district of another name) to be created, with the City's consent, over the Land.

Effective Date: The latest date accompanying the signature lines of the City and the Developers below.

Land: The real property described by metes and bounds on Exhibit "A", which Land consists of the JPLI Land and the JPLB Land collectively, and which shall include the Option Land in the event JPLI exercises its option and acquires fee simple ownership thereof and such Option Land is annexed into the boundaries of the District.

TCEQ: Texas Commission on Environmental Quality, or its successor agency.

## **ARTICLE II DISTRICT CREATION, ANNEXATION, CONSTRUCTION, LAND DEDICATION AND SERVICE MATTERS**

### **Section 2.01 Consent to Creation of District.**

a. The City acknowledges receipt of the Developers' request, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, for creation of the District over the Land, including the ETJ Land. The City agrees that the District may be created by order of TCEQ or by special act of the Texas Legislature. On the Effective Date of this Agreement, the City has approved Resolution 2019-04 substantially in the form attached as Exhibit "D", consenting to the creation of the District and the inclusion of the ETJ Land within the boundaries of the District. The City agrees that the Resolution will be deemed to constitute the City's consent to the creation of the District within its extraterritorial jurisdiction, and the inclusion of the ETJ Land into the District. No further action will be required on the part of the City to evidence its consent to the creation of the District and inclusion of the ETJ Land into the District; however, the City agrees to provide any additional confirmation of its consent that may be required by the Developer or the District if requested to do so. Without limitation, the City agrees to adopt a resolution or ordinance to evidence its consent to inclusion or annexation of the Option Land into the District upon request of either of the Developers.

c. The conveyance, from time to time, by metes and bounds or otherwise of any portion of the ETJ Land to any person for the sole purposes of qualifying as a director of the District shall not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City; provided, however, that no additional structure, other than a HUD-certified manufactured home necessary for the creation or administration of the District, shall be located on the ETJ Land unless and until a plat of such portion of the ETJ Land has been approved and recorded in the plat records of the County in accordance with the applicable requirements of the City and/or the County.

d. Developers agree that as consideration for the City's consent to the creation of the District, they will not seek, petition, or consent to the creation of any other special taxing or assessment jurisdiction over the Land.

e. Developers covenant and agree to cause the District to approve, execute and deliver to the City this Agreement within ninety (90) days after the District confirmation date.

**Section 2.02 Incorporation.** In furtherance of the purposes of this Agreement, the District and the Developers, on behalf of themselves and their respective successors and assigns, covenant and agree that, except upon written consent of the City, neither the District nor the Developers will: (1) seek or support any effort to incorporate the Land or any part thereof; (2) sign, join in, associate with, or direct to be signed any petition seeking to incorporate the Land or seeking to include the Land within the boundaries of any other special district, assessment jurisdiction, other municipality, or any other incorporated entity other than the City. It being acknowledged that the Land is currently located within the service territory of Maxwell Water Supply Corporation, the foregoing prohibition will not apply to the inclusion of the Land within the jurisdiction or service area of the Maxwell Water Supply Corporation (or its successors).

**Section 2.03 Annexation by the City.**

a. Within thirty (30) days after the District confirmation date, the District shall file in the real property records of the County a notice in the form required by Section 49.452 of the Texas Water Code, as amended, providing that the City has the right to annex the Land.

b. The City agrees that it will not annex any of the Land until the earlier of the following: (1) December 31, 2039, or (2) the completion of at least 90% of the construction of the public infrastructure necessary to serve the Land with water, wastewater, drainage facilities, road improvements, and other facilities eligible for reimbursement under the rules of TCEQ or other law, and either (i) Bonds have been issued by the District to reimburse Developers' eligible infrastructure costs related to such facilities, or (ii) the City has expressly agreed to assume the obligation to reimburse the Developers for such costs.

**Section 2.04 Annexation by the District.** The District shall not annex any land located in the City's extraterritorial jurisdiction into the District's boundaries without the prior written consent of the City in accordance with the requirements of Texas law. As provided in Section 2.01 above, the City consents to the inclusion of the Option Land into the District upon acquisition of fee simple ownership thereof by JPLI, either upon creation of the District or by subsequent annexation.

**Section 2.05 Limited Purpose Annexation.** The City may annex any or all commercial development within the District for limited purpose pursuant to a Strategic



Partnership Agreement under Local Government Code, Sec. 43.0751, and may impose a sales and use tax within the area annexed for limited purposes.

**Section 2.06 Provision of Service by or to the District.** The District shall not provide water or wastewater service outside the boundaries of the District without prior written approval of the City Council, and shall not enter into an agreement with another district or municipality to receive water or wastewater services, other than water and sewer service by Maxwell Water Supply Corporation (or its successors), without prior written approval of the City Council.

**Section 2.07 Construction and Inspection of Facilities.** The District (or Developers on behalf of the District) shall construct all facilities to serve the ETJ Land in accordance with plans and specifications that have been reviewed and approved by the City in accordance with applicable City ordinances, subdivision regulations, construction standards, and design standards, including but not limited to applicable City fire flow standards and fire hydrants, drainage detention regulations, floodplain regulations, building code, and sign ordinances. Reasonable proof (including fire hydrant flow test data) shall be furnished to the City to demonstrate that applicable City fire flow standards will be met in the ETJ Land with the filing of the preliminary plat of any subdivision within the ETJ Land. The City has the right to inspect all such public infrastructure facilities being constructed by the District to ensure compliance with the approved plans.

**Section 2.08 Dedication of Right of Way by Developers.** The Developers or District shall dedicate right-of-way to the City for road improvements in accordance with the applicable requirements of the City Code of Ordinances in effect as of the effective date of this Agreement. With respect to Borchert Loop, the Parties agree that Developers shall be responsible for dedication to the City of one-half of the additional right-of-way required by the City according to the classification of the road under the City's Thoroughfare Plan. By way of example, if the current right-of-way width of Borchert Loop is 40 feet and the City classifies Borchert Loop as an arterial road that requires 80-feet of right-of-way, then the Developer would be responsible for dedication of twenty feet of additional right of way (i.e., one-half of the incremental 40 feet required to meet the width of an arterial road).

**Section 2.09 Road Improvements.** The District (or Developers on behalf of the District) will construct, widen, or improve roads located outside the Land, including State Highway 142 and Borchert Loop, in accordance with the applicable requirements of the Texas Department of Transportation, the City, County and other governmental authorities with jurisdiction. The Parties agree that the road improvement obligation imposed by the City shall extend to the portion of offsite roadways contiguous to the Land only.

**Section 2.10 Thoroughfare Plan.** The Developers acknowledge that the City's Thoroughfare Plan contemplates a 60-foot right of way for a collector street through the Land. The Developers or District shall dedicate such right of way to the City in accordance with applicable City requirements. The City acknowledges that the Developers are currently in negotiation with an oil and gas pipeline company for conveyance of a 50-foot pipeline easement through the Land. The City agrees to adjust the final location of the collector road and right-of-way dedication area so that it is contiguous with the boundary of the pipeline easement in order to minimize the impact of the dedication of right of way on development of the remainder of the Land.

**Section 2.11 Open Space and School Site Dedication.**

a. Prior to or contemporaneous with submission of a preliminary plat to the City for development of the Land, the Developers shall submit to the City for its review and approval a proposed open space plan identifying all real property to be dedicated for public open space, playgrounds and other public community facilities.

b. The Developers agree to identify a site within the Land and offer to dedicate such site to the Lockhart Independent School District ("LISD") for a new elementary school. In the event LISD accepts such dedication, the City agrees that the acreage of such school site dedicated to LISD and available to the public for recreational use shall be considered an eligible community facility or public open space for purposes of meeting the City's land dedication requirement. Prior to the dedication, the Developers and City shall discuss and determine in good faith the portion of the proposed dedication that qualifies as an eligible community facility or public open space. In the event the Parties are unable to reach agreement, then the Developers shall be under no obligation to proceed with the dedication.

c. Provided that the Developers or the District finance and construct trails to allow public use for leisure activities such as hiking, bicycling, picnicking and wildlife observance, the City agrees that real property dedicated for such public use may be located in the 100-year floodplain, and the acreage of such dedicated land that is deemed by the City to be suitable for the intended use shall qualify for purposes of meeting the City's land dedication requirement. The City specifically acknowledges Developers' intention to construct trails for public use within floodplain located adjacent to Clear Fork Creek to allow the public to access, use and enjoy Clear Fork Creek, and the dedicated acreage of such public use land that is deemed by the City to be suitable for the intended use will qualify as eligible land for purposes of meeting the City's land dedication requirement. The City's determination as to whether land dedicated for public use is deemed suitable for its intended use shall be exercised in good faith and reasonably.

d. By joinder of this Agreement, the District agrees that all lands conveyed by the Developers to the District for public open space or recreational use shall be available for public use. The City agrees that conveyance of open space and recreational lands to the District shall meet the land dedication requirements of the City.

e. Nothing in this Agreement shall preclude the Developers from complying, at the City's discretion, with the City's fee in lieu of land dedication ordinance provisions.

### **ARTICLE III ISSUANCE OF BONDS; SETTING TAX RATES:**

**Section 3.01 Issuance of Bonds.** The District may issue Bonds as permitted by the laws of the State of Texas.

**Section 3.02 Bond Requirements.** All Bonds issued by the District shall comply with the following requirements:

- (a) Maximum maturity of 30 years from the date of issuance of any one series of Bonds; and
- (b) Interest rate that does not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index"

during the one month period immediately preceding the date that the notice of sale of such Bonds is given; and

- (c) The Bonds expressly provide that the District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10<sup>th</sup>) anniversary of the date of issuance, without premium. No variable rate Bonds shall be issued by the District; and
- (d) Any refunding Bonds of the District must provide for a minimum of three percent (3%) present value savings, and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds.

**Section 3.03 Notice of Bond Issues.** At least thirty (30) days before the submission of an application for approval of issuance of Bonds to the TCEQ or to the Attorney General, whichever occurs first, the District shall deliver to the City Secretary notice containing (a) the amount of the Bonds being proposed for issuance; (b) a general description of the projects to be funded and/or the Bonds to be refunded by such Bonds; and (c) the proposed debt service of the District, and the District's tax rate after the issuance of the Bonds. If the District is not required to obtain TCEQ approval of the issuance of Bonds, the District shall deliver such certification and notice to the City Secretary at least thirty (30) days prior to the issuance of Bonds, except refunding Bonds, by the District.

**Section 3.04 Official Statements.** Within thirty (30) days after the District closes the sale of each series of Bonds, the District shall deliver to the City Secretary a copy of the final official statement for such series of the Bonds, the District shall promptly provide such information at no cost to the City.

**Section 3.05 Reporting.** The District shall: (a) send a copy of each order or other action setting an ad valorem tax rate to the City Secretary within thirty (30) days after the District adopts the rate; (b) send a copy of each annual audit to the City Secretary, and (c) provide copies of any material event notices filed under applicable federal securities laws or regulations to the City Secretary, within thirty (30) days after filing such notices with the applicable federal agency.

#### **ARTICLE IV AUTHORITY**

**Section 4.01 Authority.** This Agreement is entered into under the statutory authority of Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code.

#### **ARTICLE V TERM, ASSIGNMENT AND REMEDIES**

**Section 5.01 Term.** This Agreement shall be effective from the Effective Date and shall continue in effect until December 31, 2039.

**Section 5.02 Assignment.**

a. Neither the District nor the City may assign this Agreement without the written consent of all other Parties.

b. Developers have the right, from time to time, to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to the District. Developer may also assign this Agreement, in whole or in part, and to any person or entity (an "Assignee"), provided that the following conditions are satisfied: (1) Assignee is a successor owner of all or any part of the Land; (2) Assignee has a contractual right to be reimbursed for water, sewer, or drainage improvements from Bonds (or has a lien or other security interest in such reimbursements); (3) the assignment is in writing executed by Developers and Assignee; (4) Assignee expressly assumes in the assignment any assigned obligations and expressly agrees in the assignment to observe, perform, and be bound by this Agreement to the extent this Agreement relates to the obligations, rights, titles, or interests assigned; and (5) a copy of the executed assignment is provided to the City within fifteen (15) days after execution. Provided all of the foregoing conditions are satisfied, from and after the date the assignment is executed by Developer and Assignee, the City agrees to look solely to Assignee for the performance of all obligation assigned to Assignee and agrees that Developers shall be released from performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. No assignment by Developers shall release Developers from any liability that resulted from an act or omission by Developers that occurred prior to the effective date of the assignment. It is specifically intended that this Agreement, and all terms, conditions and covenants herein, shall survive a transfer, conveyance, or assignment occasioned by the exercise of foreclosure of lien rights by a creditor or a Party, whether judicial or non-judicial. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and Assignees.

c. This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land, nor is it intended to confer upon any such person the status of third-party beneficiary.

### **Section 5.03 Cooperation.**

a. The City, the Developer, and the District each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

b. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the City, the Developers, and the District agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

## **ARTICLE VI MISCELLANEOUS PROVISIONS**

**Section 6.01 Notice.** Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by facsimile with confirming copy sent by

one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or 3 days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of parties will, until changed as provided below, be as follows:

City: City of Lockhart  
308 W. San Antonio Street  
P.O. Box 239  
Lockhart, Texas 78644

With Required Copy to:

Peter Gruning  
Attorney at Law  
P.O. Box 314  
San Marcos, Texas 78667-0314

Developer: Mr. Jack Perry  
Mr. Jared Jakovich  
J&P Lockhart I, LP  
100 Congress Avenue, Suite 2000  
Austin, TX 78701

With Required Copy to:

Anthony S. Corbett  
McLean & Howard, LLP  
Barton Oaks Plaza, Building II  
901 South MoPac Expressway, Suite 225  
Austin, Texas 78746

District (to be completed upon its creation):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other party. The Developer and the District may, by giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

**Section 6.02 Severability; Waiver.**

a. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be

affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

b. Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

**Section 6.03 Applicable Law and Venue.** The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

**Section 6.04 Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties.

**Section 6.05. Exhibits, Headings, Construction and Counterparts.** All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective as of the Effective Date only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

**Section 6.06 Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

**Section 6.07 Authority for Execution.** The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. The Developers certify, represent, and warrant that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of the Developers. On its creation, the District shall certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the dates indicated below.

**CITY:**

**CITY OF LOCKART, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DEVELOPERS:**

**J & P LOCKHART I, LP**, a Texas limited partnership

By: **JAKOVICH & PERRY CAPITAL PARTNERS, LLC**, its General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**J & P LOCKHART BUILDERS, LP**, a Texas limited partnership

By: **J & P LOCKHART II, LLC**, its General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**DISTRICT:**

**CLEAR FORK RANCH MUNICIPAL  
UTILITY DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit "A"**

**Metes and Bounds Description of the Land**

## Description of JPLI Land

**JAMES E. GARON  
& ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS

P.O. Box 1917  
Bastrop, Texas 78602  
512-303-4185  
Firm Reg. #10058400  
jgaron@austin.rr.com

January 9, 2019

**LEGAL DESCRIPTION:** BEING 316.856 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE J.B. GRAY SURVEY, ABSTRACT 116 AND THE W. HOUSE SURVEY, ABSTRACT 15 IN CALDWELL COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 283 ACRE TRACT AND 31.3 ACRE TRACT OF LAND CONVEYED TO GLENVOIR FARM AS SECOND TRACT AND THIRD TRACT BY DEED RECORDED IN VOLUME 403, PAGE 671 OFFICIAL RECORDS, CALDWELL COUNTY, TEXAS; SAID 316.856 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN JUNE, 2016:

**BEGINNING** at a 2" steel fence found on the easterly line of Borchert Loop for the southwest corner hereof and said 31.3 acre tract and the northwest corner of that certain 59.289 acre tract of land conveyed to Jay S. Cheek and Brenda A. Cheek by deed recorded in Volume 243, Page 830 of said official records;

THENCE along Borchert Loop, N 31°43'40" W a distance of 831.80 feet to a 60D nail found in old fence post for the northwest corner of said 31.3 acre tract and a common corner with said 283 acre tract and N 31°07'52" W a distance of 1783.62 feet to a railroad tie fence corner post found for the northwest corner hereof and said 283 acre tract and the southwest corner of that certain 136 acre tract of land conveyed to William R. Clark by deed recorded in Document # 122818 of said official records;

THENCE N 58°48'35" E a distance of 3760.23 feet to a "T" post found in rock mound for a northerly, northeast corner hereof and said 283 acre tract and the northwest corner of that certain 57.29 acre tract of land conveyed to Lisa Kay Jolley King and as described by deed recorded in Volume 130, Page 865 of said official records;

THENCE S 31°48'55" E a distance of 1102.81 feet to a "T" post found in 2" iron pipe found in rock mound for an ell corner hereof and the southeast corner of said King 57.29 acre tract;

THENCE N 59°08'24" E a distance of 2444.46 feet to a 12" fence corner post found on the westerly line of that certain 17.18 acre tract of land conveyed to Kenneth D. Willenberg by deed recorded in Document #2015-001132 of said official records for an ell corner hereof and the southeast corner of that certain 5.257 acre tract of land conveyed to Jose A. Cardenas and Carmen Cardenas by deed recorded in Volume 439, Page 372 of said official records;

THENCE S 32°00'32" E a distance of 654.53 feet to a 2" steel fence corner post found on the approximate common line of the J.B. Gray Survey and the W. House Survey for an ell corner hereof and the southwest corner of said Willenberg 17.18 acre tract;

THENCE N 59°17'01" E a distance of 262.32 feet along said line to a 2" steel fence corner post found for an ell corner hereof and the northwest corner of that certain 14.6 acre tract of land conveyed to Kenneth D. Willenberg by deed recorded in Document #2015-001132 of said official records ;

THENCE S 30°57'43" E a distance of 849.75 feet to a 2" steel fence corner post found on the northerly line of that certain 45.76 acre tract of land conveyed to Stephen R. Knox and Bonnie Lee Knox by deed recorded in Volume 184, Page 505 of said official records for the southeast corner hereof and said 283 acre tract and the southwest corner of said Willenberg 14.6 acre tract;

THENCE S 58°49'37" W a distance of 2282.66 feet to a cotton gin spindle set at a 3/4" iron pipe found for the northwest corner of said Knox 45.76 acre tract and the northeast corner of the aforesaid Cheek 59.289 acre tract;

THENCE S 58°54'26" W a distance of 4196.34 feet to the **POINT OF BEGINNING**, containing 316.856 acres of land, more or less and as shown on map of survey prepared herewith.

Surveyed by:

James E. Garon  
Registered Professional Land Surveyor  
Server; co\Caldwell\sur\M. Hunt\38316



## Description of JPLB Land

**LEGAL DESCRIPTION:**

**155.27 ACRES OF LAND CONSISTING OF A CALLED 35.0 ACRES OF LAND, DESCRIBED AS FOURTH TRACT IN THE W. C. STEFFEY SURVEY, ABSTRACT NUMBER 274 IN CALDWELL COUNTY, TEXAS; AND CONSISTING OF THE REMAINDER OF A CALLED 142.5 ACRES OF LAND, DESCRIBED AS FIFTH TRACT IN THE M. HUNT SURVEY, ABSTRACT NUMBER 137 IN CALDWELL COUNTY, TEXAS; SAID FOURTH TRACT AND FIFTH TRACT, HAVING A COMBINED TOTAL OF 177.5 ACRES, BEING A PORTION OF A 494.8 ACRE TRACT OF LAND CONVEYED IN A DEED TO WILLIAM JANNEY GAMBLE, TRUSTEE OF THE KATIE THOMSON JANNEY REVOCABLE TRUST "A" AND RECORDED IN VOLUME 403, PAGE 671 OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS (DRCCTX); SAID 155.27 ACRES OF LAND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a 1½-inch iron pipe found in the southwest Right-of-Way (ROW) line of Borchert Loop (County Road 108), being the east corner of a 2.000 acre tract of land in the J. George Survey, Abstract Number 118 in Caldwell County, Texas, described in a deed to Dennis R. & Shalaina T. Walker, recorded in Volume 433, Page 203, DRCCTC, and being the north corner of the remainder of said 177.5 acre Gamble tract;

**THENCE** along the southeast line of said J. George Survey, Abstract Number 118, being also the southeast line of said 2.000 acre Walker tract; same being the northwest line of said M. Hunt Survey, Abstract Number 137 and the northwest line of said 177.5 acre Gamble tract, S59°45'36"W, a distance of 329.74 feet to an iron rod set with a cap marked "TMG" for the north corner and **POINT of BEGINNING** of the herein described tract of land;

**THENCE** through the interior of said 177.5 acre Gamble tract, the following two (2) courses and distances:

1. S32°37'51"E, a distance of 560.05 to an iron rod set with a cap marked "TMG" for an angle point, and
2. N57°21'07"E, a distance of 320.50 feet to an iron rod set with a cap marked "TMG", being in the southwest ROW of Borchert Loop for an angle point;

**THENCE** with the southwest ROW line of Borchert Loop, being the northeast line of this 155.27 acre tract, S31°41'23"E, a distance of 90.01 feet to an iron rod set with a cap marked "TMG", for an angle point;

**THENCE** continuing through the interior of said 177.5 acre Gamble tract, the following three (3) courses and distances:

3. S57°21'07"W, a distance of 319.02 feet to an iron rod set with a cap marked "TMG" for an angle point,
4. S32°37'51"E, a distance of 1817.85 feet to an iron rod set with a cap marked "TMG" for an angle point, and

5. N57°23'55"E, a distance of 289.15 feet to an iron rod set with a cap marked "TMG", being in the southwest ROW of Borchert Loop for an angle point;

**THENCE** with the southwest ROW line of Borchert Loop, being the northeast line of this 155.27 acre tract, S31°41'23"E, a distance of 90.01 feet to an iron rod set with a cap marked "TMG", for an angle point;

**THENCE** continuing through the interior of said 177.5 acre Gamble tract, the following four (4) courses and distances:

6. S57°23'55"W, a distance of 287.68 feet to an iron rod set with a cap marked "TMG" for an angle point,
7. S32°37'51"E, a distance of 678.17 feet to an iron rod set with a cap marked "TMG" for an angle point,
8. S81°34'47"E, a distance of 52.54 feet to an iron rod set with a cap marked "TMG" for an angle point, and
9. N49°28'18"E, a distance of 239.16 feet to an iron rod set with a cap marked "TMG", being in the southwest ROW of Borchert Loop for an angle point;

**THENCE** with the southwest ROW line of Borchert Loop, being the northeast line of this 155.27 acre tract, S31°41'23"E, a distance of 40.34 feet to a 60d nail found in the top of a wooden post being the north corner of a 99.0 acre tract of land in the J. H. Finch Survey, Abstract Number 108 in Caldwell County, Texas, described as Tract I in a deed to Edgar L. and wife, Dorothy June Vogel, recorded in Volume 8, Page 21, DRCCTC, and being the east corner of the remainder of said 177.5 acre Gamble tract and being the east corner of the herein described tract of land;

**THENCE** with the northwest line of said 99.0 acre tract, being the southeast line of the remainder of said 177.5 acre Gamble tract, S49°28'18"W, a distance of 2216.10 feet to a 1½-inch iron pipe found in the northwest line of said 99.0 acre tract, being the east corner of a 340.331 acre tract of land described in a deed to Nami Ranch, L.L.C. and recorded in Document Number 087087 of the Official Public Records of Real Property for Caldwell County, Texas (OPRRPCCTX), for the south corner of the remainder of said 177.5 acre Gamble tract and being the south corner of the herein described tract of land;

**THENCE** with the northeast line of said 340.331 acre tract, being the southwest line of the remainder of said 177.5 acre Gamble tract, N32°37'49"W, at 3520.81 feet passing a calculated point marking the north corner of said 340.331 acre tract and the southeast corner of a 7.779 acre tract of land described in a deed to Belinda N. Garza and recorded in Document Number 121466, OPRRPCCTX, from said point, a 6" cedar fence corner post bears S57°22'11"W, 1.87 feet; and continuing along the northeast line of said 7.779 acre tract, a total distance of 3662.56 feet to a 1½-inch iron pipe found in the northeast line of said 7.779 acre tract, being along the southeast line of the J. George Survey, Abstract Number 118, at the south corner of a 5.052 acre tract of land described in a deed to Woodmen of the World recorded in Volume 212, Page 545, DRCCTX, for the west corner of the remainder of said 177.5 acre Gamble tract and being the west corner of the herein described tract of land;



**THENCE** along the southeast line of said 5.052 acre tract, being the northwest line of the remainder of said 177.5 acre Gamble tract,, N59°43'07"E, a distance of 356.48 feet to a ½-inch iron rod found for the east corner of said 5.052 acre tract, being the south corner of a 5.583 acre tract of land described in a deed to Raul & Christine Ybarra and recorded in Volume 639, Page 893, DRCCTX, for an angle point in the northwest line of the remainder of said 177.5 acre Gamble tract and being an angle point in the northwest line of the herein described tract of land;

**THENCE** continuing along the southeast line of said J. George Survey, Abstract Number 118 and the northwest line of said 177.5 acre tract, N59°45'34"E, at a distance of 603.32 feet passing a ½-inch iron rod found for the east corner of said 5.583 acre tract, being the south corner of a 5.162 acre tract of land described in a deed to Pamala Francine Hunt and recorded in Volume 565, Page 474, DRCCTX; at a distance of 828.27 feet passing a ½-inch iron rod found for the east corner of said 5.162 acre tract, being the south corner of 5.090 acre tract of land described in a deed to Juan Carlos & Ramiro Ruvalcaba and recorded in Volume 306, Page 393, DRCCTX; at a distance of 1068.37 feet passing a ½-inch iron rod found for the east corner of said 5.090 acre tract, being the south corner of a 5.028 acre tract of land described in a deed to United Pentecostal Church and recorded in Volume 484, Page 135, DRCCTX; at a distance of 1328.42 feet passing a ½-inch iron rod found for the east corner of said 5.028 acre tract, being the south corner of said 2.000 acre Walker tract; and, in all, a total distance of 1564.29 feet to the **PLACE of BEGINNING** and containing 155.27 acres of land, more or less.

BEARING BASIS IS NAD83, TEXAS STATE PLANE COORDINATE SYSTEM,  
TEXAS SOUTH CENTRAL ZONE 4.

Surveyed on the ground by:

*John W. Tobin* 10-08-2018  
John W. Tobin, Texas RPLS 4422  
Sept. 27, 2018



SEE ACCOMPANYING SKETCH

**Exhibit "B"**  
**Description of Option Land**

Being 133.1 acres, more or less, out of the John B. Gray Survey, A-116, Caldwell County, Texas, described as 136 acres less and except two tracts conveyed to the State of Texas in Volume 111, Page 272 (2.701 acres) and Volume 170, Page 186 (0.205 acres) both in the Official Public Records of Caldwell County, Texas, and being described as follows:

Beginning at the NW corner of a 5 1/2 acre tract on the S line of Highway No. 142 for the NW corner of this tract on the E line of the Borchert road;

THENCE S 30 E along said road line 764 vrs. to a stake and pile of stone the SW corner of this tract, being the NW corner of the Thompson Tract;

THENCE N 60 E 1405 vrs. to an iron pin for the SW corner of the Wayland Jolley tract;

THENCE N 30 W 266 vrs. to a stake on Jolley's West line, in the S line of Highway No. 142;

THENCE along said Highway line as follows:

N 87 W 410 vrs. to a concrete marker, on S line of said Highway;

THENCE S 87 1/2 W 108 vrs.; S 79 W 108 vrs.; S 67 1/2 W 104 vrs. to a concrete monument;

THENCE S 62 W 120 vrs. to the NW corner of a 1.6 acre tract sold to Park;

THENCE S 65 W 108 vrs.; S 72 W 108 vrs. stake on said Highway;

THENCE S 79 W 386 vrs. to the place of beginning, containing 136 acres of land.

LESS AND EXCEPT the following tracts of land:

Being 2.701 acres (117,664 square feet) of land, more or less, out of the John B. Gray Survey in Caldwell County, Texas; and being a portion of a 136-acre (First Tract) and an 8-acre (Second Tract) tract of land as conveyed to C.C. Chapman by deed recorded in Volume 211, Page 343 of the Deed Records of Caldwell County, Texas; said 2.701 acres (117,664 square feet) of land, consisting of two (2) tracts of land designated as Parts 1 and 2, being more particularly described by metes and bounds as follows:

Part 1

COMMENCING for POINT OF REFERENCE at a concrete right-of-way monument found at the occupied most northerly corner of a 2.04-acre tract as conveyed to the State of Texas by deed recorded in Volume 211, Page 501 of the Deed Records of Caldwell County, Texas, said concrete monument being 42.83 feet left of proposed Centerline Station 173+75.39; Thence  $N60^{\circ}37'40''W$  a distance of 3.45 feet to a point on the existing south right-of-way line of S.H. 142 at the most northerly corner of said State of Texas 2.04-acre tract for the northwest corner and POINT OF BEGINNING of the herein described tract of land;

THENCE, with the existing south right-of-way line of S.H. 142, the following three (3) courses:

- (1)  $N64^{\circ}06'14''E$  a distance of 93.93 feet to a point at a point of curvature of a curve to the right, from which a concrete right-of-way monument bears  $N47^{\circ}34'48''W$  a distance of 2.26 feet;
- (2) Along said curve to the right, whose radius is 1,869.86 feet, an arc distance of 988.48 feet, and whose chord bears  $N79^{\circ}14'54''E$  a distance of 977.01 feet to a point at a point of tangency, from which a concrete

right-of-way monument bears  $S74^{\circ}45'44''W$  a distance of 1.42 feet and.

(3)  $S85^{\circ}36'27''E$  a distance of 1,181.49 feet to a wood fence post at the northwest corner of an 86-acre tract as conveyed to A.W. Jolley by deed recorded in Volume 31, Page 487 of the Deed Records of Caldwell County, Texas for the northeast corner of this tract;

(4) THENCE, with the east line of said Chapman 136-acre tract (First Tract) along a barbed wire fence,  $S28^{\circ}00'41''E$  a distance of 35.53 feet to a 1/2" iron rod set on the proposed south right-of-way line of S.H. 142, said rod being  $N28^{\circ}00'41''W$  a distance of 703.36 feet from the southeast corner of said Chapman 136-acre tract, for the southeast corner of this tract;

THENCE, with the proposed south right-of-way line of S.H. 142, the following three (3) courses:

(5)  $N85^{\circ}36'27''W$  a distance of 1,200.54 feet to a 1/2" iron rod set at a point of curvature of a curve to the left;

(6) Along said curve to the left, whose radius is 1,839.86 feet, an arc distance of 972.62 feet, and whose chord bears  $S79^{\circ}14'54''W$  a distance of 961.33 feet to a 1/2" iron rod set at a point of tangency; and

(7)  $S64^{\circ}06'14''W$  a distance of 73.13 feet to a 1/2" iron rod set in the northeast line of said State of Texas 2.04-acre tract for the southwest corner of this tract;

(8) THENCE, with the northeast line of said State of Texas 2.04-acre tract,  $N60^{\circ}37'40''W$  a distance of 36.50 feet to the POINT OF BEGINNING, and containing 1.553 acre (67,648 square feet) of land, more or less.

Part 2

COMMENCING for POINT OF REFERENCE at a concrete right-of-way monument found at the occupied

EXHIBIT "A"

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northwest corner of a 2.04-acre tract of land as conveyed to the State of Texas by deed recorded in Volume 211, Page 501 of the Deed Records of Caldwell County, Texas, said concrete monument being 42.59 feet left of proposed Centerline Station 176+68.96; Thence N45°07'05"W a distance of 2.74 feet to a point on the existing south right-of-way line of S.H. 142 at the most westerly corner of said State of Texas 2.04-acre tract for the northeast corner and POINT OF BEGINNING of the herein described tract of land;

(1) THENCE, with the southeast line of the said State of Texas 2.04-acre tract, S45°07'05"E a distance of 31.77 feet to a 1/2" iron rod set on the proposed south right-of-way line of S.H. 142 for the southeast corner of this tract;

THENCE, with said proposed south right-of-way line of S.H. 142, the following four (4) courses:

(2) S64°06'14"W a distance of 73.12 feet to a 1/2" iron rod set with cap stamped TERRA FIRMA at a point of curvature of a curve to the right;

(3) Along said curve to the right, whose radius is 1,979.86 feet, an arc distance of 580.28 feet and whose chord bears S72°30'01"W a distance of 578.20 feet to a 1/2" iron rod set at a point of tangency;

(4) S80°53'48"W a distance of 614.43 feet to a 1/2" iron rod set at an angle point; and

(5) S80°53'42"W a distance of 403.82 feet to a 1/2" iron rod set on the east right-of-way line of County Road 108 (Borchert Loop Road), said rod being N28°16'01"W a distance of 2,090.46 feet from the southwest corner of said Chapman 136-acre tract (First Tract), for the southwest corner of this tract;

(6) THENCE, with the east right-of-way line of County Road 108 (Borchert Loop Road) along a barbed wire fence, N28°16'01"W a distance of 31.76 feet to a 1/2" iron rod set at the intersection with the existing south right-of-way line of S.H. 142 for the northwest corner of this tract;

THENCE, with the existing south right-of-way line of S.H. 142, the following four (4) courses:

- (7) N80°53'42"E a distance of 414.24 feet to a point at an angle point;
- (8) N80°53'48"E a distance of 614.43 feet to a point at a point of curvature of a curve to the left;
- (9) Along said curve to the left, whose radius is 1,949.86 feet, an arc distance of 571.49 feet and whose chord bears N72°30'01"E a distance of 569.44 feet to a 1/2" iron rod set at a point of tangency; and
- (10) N64°06'14"E a distance of 62.66 feet to the POINT OF BEGINNING, and containing 1.148 acres (50,016 square feet) of land, more or less.

I HEREBY CERTIFY that these notes were prepared by Terra Firma from a survey made on the ground by MESA Surveying on December 20, 1990 and by Terra Firma on January 6, 1994, both under my supervision, and are true and correct to the best of my knowledge.



Craig C. Gregar  
Registered Professional Land Surveyor



1/7/94  
Date

Client: Texas Department of Transportation  
Date: January 6, 1994  
WO No.: 0122-01-01

**Basis of Bearings:**

Coordinates, rotated to a Texas State Plane basis by Survey Resources Inc. in 1988, were used as the Basis of Bearings for this description. These coordinates were established from the existing centerline and right-of-way monumentation of S.H. 142.

BEING 0.205 ACRES (8,930 SQUARE FEET) OF LAND, MORE OR LESS, OUT OF THE JOHN B. GRAY SURVEY IN CALDWELL COUNTY, TEXAS; AND BEING A PORTION OF A 2.04-ACRE TRACT AS CONVEYED TO THE STATE OF TEXAS BY DEED RECORDED IN VOLUME 211, PAGE 501 OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS; SAID 0.205 ACRES (8,930 SQUARE FEET) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at concrete monument found at the occupied northwest corner of the above described State of Texas 0.204-acre tract, said concrete monument being 42.59 feet left of State Highway 142 Centerline Station 175+68.96; Thence N45°07'05"W a distance of 2.74 feet to a point on the existing south right-of-way line of State Highway 142 for the northwest corner and POINT OF BEGINNING of the herein described tract;

(1) Thence, with the existing south right-of-way line of State Highway 142 N64°06'14"E a distance of 292.52 feet to a point at the northeast corner of said State of Texas 2.04-acre tract for the northeast corner of this tract;

Thence, with the proposed south right-of-way line of State Highway 142 the following three (3) courses:

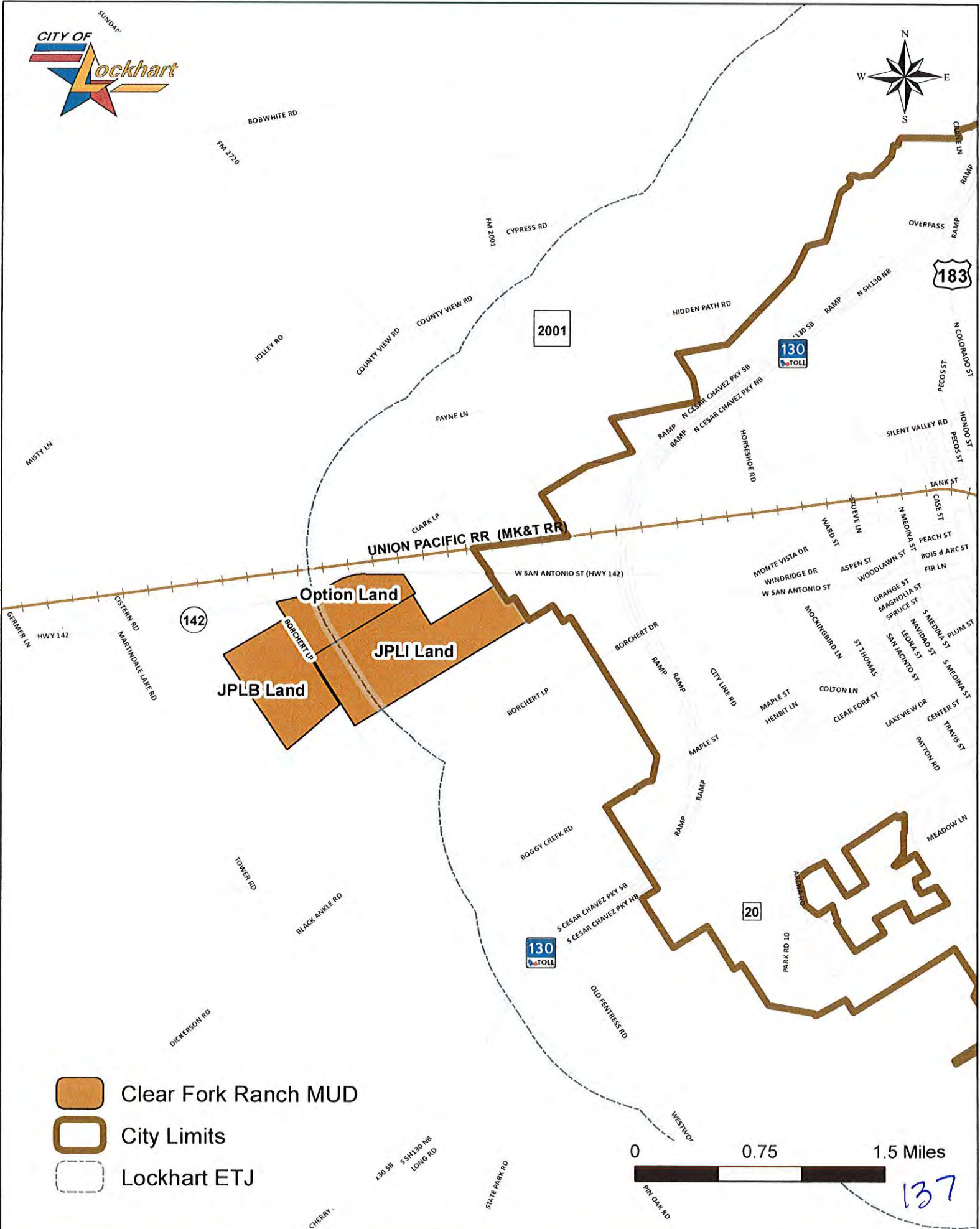
- (2) S60°37'40"E, feet pass a concrete monument found at the occupied northeast corner of said 2.04-acre tract at 3.45 feet, said monument being 42.83 feet left of State Highway 142 Centerline Station 173+75.39, and continuing on for a total distance of 36.50 feet to a 1/2" iron rod set on the proposed south right-of-way line of State Highway 142, for the southeast corner of this tract;
- (3) S64°06'14"W a distance of 302.86 feet to a 1/2" iron rod set for the southwest corner of this tract;
- (4) N45°07'05"W distance of 31.77 feet to the POINT OF BEGINNING, and containing 0.205 acres (8,930 square feet) of land, more or less.



EXHIBIT "A"

Page 6 of 6



# Exhibit C



-  Clear Fork Ranch MUD
-  City Limits
-  Lockhart ETJ

0 0.75 1.5 Miles

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**EXHIBIT D**

**RESOLUTION 2019-04**

**A RESOLUTION OF THE CITY OF LOCKHART, TEXAS CONSENTING TO THE CREATION OF CLEAR FORK RANCH MUNICIPAL UTILITY DISTRICT.**

**WHEREAS**, the City of Lockhart, Texas (the "City") received a Petition for Consent to the inclusion of land within, and creation of, Clear Fork Ranch Municipal Utility District (the "District") in the extraterritorial jurisdiction of the City pursuant to Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code, a copy of which Petition is attached hereto as Exhibit A; and,

**WHEREAS**, the City Council of the City of Lockhart desires to grant its written consent to the creation of, and inclusion of land within, the District.

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

Section 1. The City of Lockhart, Texas hereby consents to the creation of Clear Fork Ranch Municipal Utility District, and the inclusion of the land more particularly described within the Petition attached hereto as Exhibit "A" within said District, for purposes of Section 54.016, Texas Water Code, and Section 42.042 of the Texas Local Government Code.

Section 2. The City's consent is subject to the terms and conditions of the Consent Agreement entered into with the City.

PASSED AND APPROVED this 15<sup>th</sup> day of January, 2019.

\_\_\_\_\_  
Lew White, Mayor

ATTEST:

\_\_\_\_\_  
Connie Constancio, City Secretary

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Peter Gruning, City Attorney



Work Session Item # \_\_\_\_\_

Reg. Mtg. Item # \_\_\_\_\_

**CITY OF LOCKHART  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b> <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: January 15, 2019			<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department: Planning			Initials	Date
Department Head: Dan Gibson		Asst. City Manager		
Dept. Signature: <i>Dan Gibson</i>		City Manager <i>DM</i> <i>1-10-19</i>		
Agenda Coordinator/Contact (include phone #): Dan Gibson 398-3461, x236				
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> NONE				
<b>CAPTION</b>				
Discussion and/or action regarding an update on the status of the new City branding effort.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
<b>SUMMARY OF ITEM</b>				
<p>The Council met with the Branding and Wayfinding Committee in a workshop on December 11. After considerable discussion, it was agreed that a graphic logo was not necessary at this time, but that a unique word-mark with a motto or tag-line would be sufficient for the new City brand. On December 18, the Council voted to disband the original Branding and Wayfinding Committee, but it was understood that several former members would continue to work together and propose a wordmark and motto, without a graphic figure for the new logo, in time for the January 15<sup>th</sup> City Council meeting. However, as of the date of publication of this agenda item, additional material has not been received. Should additional information be submitted it will be forwarded to the Council.</p>				
<b>STAFF RECOMMENDATION</b>				
Staff was directed to place an item on this agenda as a follow-up to the Branding and Wayfinding workshop held in December. We have no specific recommendation at this time.				
<b>List of Supporting Documents:</b>		<b>Other Board or Commission Recommendation:</b>		
None.		None. <span style="float: right;"><i>139</i></span>		

**LIST OF BOARD/COMMISSION VACANCIES**

*Updated: December 19, 2018*

<b>Board Name</b>	<b>Reappointments/Vacancies</b>	<b>Council member</b>
Board of Adjustment	Nic Irwin moved to Lockhart Economic Development Corp.	Any Councilmember
Planning & Zoning Commission	VACANT - (Mary Beth Nickel resigned on 12-18-2018)	Michelson

**APPLICATIONS RECEIVED TO BE ON A BOARD/COMMISSION**

<b>APPLICANT</b>	<b>BOARD REQUESTED</b>	<b>DATE RECEIVED</b>	<b>RESIDENCE DISTRICT</b>
Rick Arnic	Lockhart Economic Development Corp. and Planning & Zoning Commission	07/03/2018	District 3
Suzy Falgout	Construction Board Historic Preservation Commission Parks & Recreation Any other Board where needed	08/20/2018	Currently resides outside city limits. Is renovating future residence on Commerce St.

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<p>The following are NOTES regarding appointments to several boards that have certain criteria that should be met, such as qualifications or number to serve on the board. Boards that are not listed below have a seven member board and are open to any citizen without qualifications.</p>	
<p><b>NOTES: AIRPORT ADVISORY BOARD</b></p>	<p><b>Sec. 4-26. Membership; appointments.</b> The Lockhart Airport Advisory Board shall be composed of seven members to be appointed in accordance with section 2-210. At least five members must currently be or have been flight rated, and two members may be appointed as at-large members. Members shall serve three-year terms, such terms coinciding with the council position making the appointment.</p> <p><b>Sec. 4-28. Eligibility for board membership.</b> No person having a financial interest in any commercial carrier by air, or in any concession, right or privilege to conduct any business or render any service for compensation upon the premises of the Lockhart Municipal Airport shall be eligible for membership on the Lockhart Airport Advisory Board.</p> <p><b>Sec. 4-32. Limitations of authority.</b> The Lockhart Municipal Airport Advisory Board shall not have authority to incur or create any debt in connection with airport operations; nor shall the board be empowered to enter into any contract, leases, or other legal obligations binding upon the City of Lockhart; nor shall the board have authority to hire airport personnel or direct airport personnel in the execution of their duties.</p>
<p><b>NOTES: CONSTRUCTION BOARD APPOINTMENTS</b></p>	<p><i>Section B101.4, Board Decision, is amended to read as follows:</i> The construction board of adjustments and appeals shall have the power, as further defined in Appendix B, to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes; and to conduct hearings on determinations of the building official regarding unsafe or dangerous buildings, structures and/or service systems, and to issue orders in accordance with the procedures beginning with section 12-442 of this Code [of Ordinances].</p> <p><i>Section B101.2, Membership of Board, is amended to read as follows:</i> Each District Council member and the Mayor shall appoint one member to the Construction Board of Appeals making it a five (5) member board and each Councilmember at Large shall appoint an alternate. The term of office of the board members shall be three (3) years, such terms coinciding with the council position making the appointment. The two (2) alternates shall also serve the term coinciding with the council position making the appointments. Vacancies shall be filled for an unexpired term in the manner in which the original appointments are required to be made. Board members shall consist of members who are qualified by experience and/or training to pass on matters pertaining to building construction and are not employees of the City of Lockhart.</p>
<p><b>NOTES: ELECTRIC BOARD APPOINTMENTS</b></p>	<p><b>Sec. 12-132. Members.</b> (a) Appointments to the examining and supervisory board of electricians and appeals shall conform to section 2-210 except that the board shall consist of five persons with one being appointed by each district council member and one by the mayor. Each member shall serve three-year terms with such terms to coincide with the council position making the appointment. (b) Each board member shall reside within the county and such board shall include one member who shall be a building contractor; one layman; two members shall be master electricians who are currently licensed by the city; and one member shall be either a building contractor or master electrician licensed by the city. There shall be two ex-officio members, one who shall be the city electrical inspector, and one shall be the fire marshal.</p> <p><b>Sec. 12-133. Officers and quorum.</b> The members of the examining and supervising board of electricians and appeals shall select a chairman and secretary. A quorum shall consist of three members.</p>
<p><b>NOTES: HISTORIC PRESERVATION COMMISSION</b></p>	<p><b>Sec. 28-3. Historical preservation commission.</b> (b) The commission shall consist of seven members, appointed by the city council in accordance with section 2-210, who shall whenever possible meet one or more of the following qualities: (1) A registered architect, planner or representative of a design profession, (2) A registered professional engineer in the State of Texas, (3) A member of a nonprofit historical organization of Caldwell County, (4) A local licensed real estate broker or member of the financial community, (5) An owner of an historic landmark residential building, (6) An owner or tenant of a business property that is an historic landmark or in an historic district, (7) A member of the Caldwell County Historical Commission.</p>
<p><b>NOTES: PARKS ADVISORY BOARD</b></p>	<p><b>Sec. 40-133. Members.</b> (a) The board shall consist of seven members appointed in accordance with section 2-210 to serve three years terms, such terms to coincide with the council position making the appointment and two alternates shall also be appointed by the mayor and mayor pro-tem, one each. The two alternates shall also serve the term coinciding with the council position making the appointments. Vacancies shall be filled for an unexpired term in the manner in which the original appointments are required to be made. (Ordinance 06-08, adopted February 7, 2006)</p>

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Sec. 2-209. - Rules for appointment.

The city council hereby sets the following rules:

- (1) Except as may be established by existing city ordinances/resolutions the process for selecting members shall be open to all Lockhart citizens, who must apply for appointment, to include those applying for reappointment. Reappointment shall not be deemed automatic.
- (2) Council shall seek to appoint the most qualified or best persons available, while also respecting the need for diverse community opinions.
- (3) No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- (4) No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- (5) Subject to other qualifications as specifically required for membership on the below boards and commissions, the city council shall have the right (but not the duty) to appoint up to two members who are not Lockhart citizens but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the construction board of appeals.
- (6) Subject to other qualifications as specifically required for membership on the below boards and commissions, the city council shall have the right (but not the duty) to appoint up to two members who are not Lockhart citizens but who are residents of Caldwell County, to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the construction board of appeals.

**Section 2-210. Method of selection; number of members; terms.**

- (a) The mayor and city councilmembers shall nominate individuals to serve on boards and commissions. Each nomination shall then be confirmed by a simple majority of the entire city council.
- (b) Except as provided herein, there shall be seven members appointed to each board or commission corresponding with the seven members or places of the city council. Each city councilmember, except as provided herein, shall nominate a qualified person to serve in a place on an appointed body corresponding to their place on the council. At-large councilmembers shall be designated as places 5 and 6, and the mayor's position as place 7, for the purpose of this section. Nominations shall be made to fill vacant positions and/or positions whose terms have expired within 90 days of the event, such as a resignation or an election. Should any city councilmember fail to name an appointee to one of his/her corresponding places on any body within the above described 90 days, another councilmember shall then have the privilege to nominate a person to fill that same position, as described in subsection (a). However, once that position becomes vacant again for any reason, the appointment shall revert to the place corresponding with the original city council seat/place number for nominations.
- (c) Beginning with the election in May, 1998, the council shall nominate and confirm four members to serve in places 1, 2, 5, 6 on each board and commission in accordance with subsections (a) and (b) above, and with the standards set in Ordinance Number 97-09, Governance Policies. With the election of May, 1999, the remaining three places shall be filled following the same procedure as above.
- (d) Terms of service on appointed bodies shall be the same three-year terms as the councilmember who nominates a person to serve. However, a person may be appointed to complete the unexpired term of a vacant position, due to a resignation, for example.
- (e) When a person has completed a term, or terms, of service and will be vacating a place, that person may continue to serve until a replacement is nominated and confirmed by the city council.
- (f) At the discretion of the majority of the city council, one Caldwell County resident who is also an owner of real property within any local historic district may be appointed as a full member to the historical preservation commission.
- (g) Exceptions to the above regulations shall be all volunteer/special purpose/ad hoc committees appointed from time to time by the city council and the zoning board of adjustments, whose members shall serve two-year terms in accordance with V.T.C.A., Local Government Code § 211.008. All other provisions of this section, and ordinance number 97-09 which do not conflict with the chapters establishing these bodies shall be applicable.

**Sec. 2-212. Removal and resignation of members.**

- (a) All board, commission and committee members serve at the pleasure of the city council and may be removed from office with or without cause at the discretion of the city council.
- (b) Board, commission and committee members may resign from office at any time by filing a written resignation, dated and signed by the member, with the City Secretary. Such resignation shall take effect upon receipt by the City Secretary without further action by the city council. If the city council appoints a new member to replace the resigned member, the new member shall be appointed to serve out the remainder of the resigned member's term.

NOTES:  
ORDINANCE  
RE: ALL  
BOARD,  
COMMISSION  
APPOINTMENTS

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<p><b>NOTES: PARKS MASTER PLAN STEERING COMMITTEE (Est. 09/05/2017)</b></p>	<p>Committee to have 8-10 members as follows:</p> <ul style="list-style-type: none"> <li>• Councilmembers</li> <li>• City staff</li> <li>• Two Parks Advisory Board members</li> <li>• Business owners</li> <li>• Civic Organization members</li> </ul> <p>Committee will assist Burditt Consultants to perform tasks outlined in the Parks Master Plan.</p>
<p><b>NOTES: AD-HOC COMMITTEE – ST. PAUL UNITED CHURCH OF CHRIST PROPERTY (Est. 09/05/2017)</b></p>	<p>Committee will consist of at least one appointment from Mayor and each Councilmember.</p> <p>The Committee will make recommendations to the Council about the use of the property at 728 S. Main.</p>
<p><b>WAYFINDING SIGNAGE AND COMMUNITY BRANDING AD-HOC (Est. 01/02/2018)</b></p>	<p>Committee will assist City Planner/Development Services with wayfinding signage and community branding tasks.</p> <p>Committee will consist of up to five members appointed by the Council.</p>

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**COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS**

<b>Councilmember</b>	<b>Board/Commission</b>	<b>Appointee</b>	<b>Date Appointed</b>
Mayor – Lew White	Airport Board	John Hinnekamp	12/19/17
	Board of Adjustment	Mike Annas	12/19/17
	Construction Board	Ralph Gerald	12/19/17
	Ec Dev. Revolving Loan	Barbara Gilmer	12/19/17
	Ec Dev. Corp. ½ Cent Sales Tax	Alan Fielder, Vice-Chair	12/19/17
	Electric Board	Joe Colley, Chair	12/19/17
	Historical Preservation	John Lairsen	12/19/17
	Library Board	Stephanie Riggins	12/19/17
	Parks and Recreation	Albert Villalpando, Chair	12/19/17
	Planning & Zoning	Paul Rodriguez	12/19/17
	ETJ Rep-Impact Fee Adv Comm	Larry Metzler	12/19/17
District 1 – Juan Mendoza	Airport Board	Larry Burrier	03/07/17
	Board of Adjustment	Lori Rangel	03/07/17
	Construction Board	Mike Votee	03/07/17
	Eco Dev. Revolving Loan	Ryan Lozano	03/07/17
	Eco Dev. Corp, ½ Cent Sales Tax	Dyral Thomas	03/07/17
	Electric Board	Thomas Herrera	03/07/17
	Historical Preservation	Victor Corpus	03/07/17
	Library Board	Shirley Williams	03/07/17
	Parks and Recreation	Linda Thompson-Bennett	03/07/17
	Planning & Zoning	Marcos Villalobos	03/07/17
District 2– John Castillo	Airport Board	Reed Coats	03/07/17
	Board of Adjustment	Juan Juarez	03/07/17
	Construction Board	Oscar Torres	05/15/18
	EcoDev. Revolving Loan	Rudy Ruiz	03/07/17
	Eco Dev. Corp. ½ Cent Sales Tax	Umesh Patel	08/09/18
	Electric Board	James Briceno	03/07/17
	Historical Preservation	Ron Faulstich	03/07/17
	Library Board	Donnie Wilson	03/07/17
	Parks and Recreation	James Torres	03/07/17
	Planning & Zoning	Rob Ortiz, Alternate Manuel Oliva	03/07/17 03/07/17

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**COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS**

District 3 – Kara McGregor	Airport Board Board of Adjustment  Construction Board Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Electric Board Historical Preservation Library Board Parks and Recreation Planning & Zoning	Ray Chandler Anne Clark, Vice-Chair Kirk Smith (Alternate) Jerry West, Vice-Chair Lew White, Chair Nic Irwin Thomas Stephens Ronda Reagan Jean Clark Fox, Chair Warren Burnett Philip McBride, Chair	02/06/18 12/19/17 12/05/17 01/02/18 12/19/17 12/05/17 12/19/17 12/19/17 12/19/17 12/05/17 12/19/17
District 4 - Jeffry Michelson	Airport Board Board of Adjustment Construction Board Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Electric Board Historical Preservation Library Board Parks and Recreation Planning & Zoning	Mark Brown, Vice-Chair Wayne Reeder Rick Winnett Frank Coggins Morris Alexander Ian Stowe Kathy McCormick Donaly Brice Russell Wheeler VACANT- Nickel resigned 12-18-18	03/07/17 12/05/17 12/05/17 12/05/17 12/05/17 03/06/18 12/05/17 12/05/17 12/05/17
Mayor Pro-Tem (At-Large) – Angie Gonzales-Sanchez	Airport Board Board of Adjustment Construction Board Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Historical Preservation Library Board Parks and Recreation Planning & Zoning	Andrew Reyes Laura Cline, Chair Paul Martinez Irene Yanez Alfredo Munoz Juan Alvarez, Jr. Jodi King Chris Schexnayder Philip Ruiz, Vice-Chair	03/07/17 03/07/17 03/07/17 03/07/17 06/06/17 03/07/17 03/07/17 03/07/17 03/07/17

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**COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS**

At-Large - Brad Westmoreland	Airport Board Board of Adjustment Construction Board (Alternate) Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Historical Preservation Library Board Parks and Recreation Planning & Zoning	Jayson “Tex” Cordova Severo Castillo Gary Shafer Edward Strayer Frank Estrada Richard Thomson Rebecca Lockhart Dennis Placke Christina Black	03/07/17 03/07/17 03/07/17 03/07/17 03/07/17 11/21/17 03/07/17 03/07/17 03/07/17
	Charter Review Commission (Five member commission) Term – 24 months after appointment	Ray Sanders Bill Hernandez Roland Velvin Elizabeth Raxter Alan Fielder	03/01/16 – Michelson 03/01/16 – Michelson 03/01/16 – Michelson 03/01/16 – Hilburn 03/15/16 – Hilburn
	Sign Review Committee (no longer meeting)	Gabe Medina Neto Madrigal Terry Black Kenneth Sneed Johnny Barron, Jr. Tim Clark	03/17/15 - Mayor Pro-Tem Sanchez 04/21/15 – Councilmember Mendoza 12/19/17– Councilmember McGregor 03/17/15 – Mayor White 03/17/15 – Councilmember Castillo 03/17/15– Councilmember Michelson
	Parks Master Plan Steering Committee (8-10 members)	Albert Villalapando Dennis Placke Nita McBride Rebecca Pulliam Bernie Rangel Derrick David Bryant Beverly Anderson Carl Ohlendorf Beverly Hill	09/05/17 – Parks Bd appointee 09/05/17 – Parks Bd appointee 12/05/17– McGregor 09/19/17– Michelson 09/19/17 – Castillo 09/19/17 - Sanchez 09/19/17 - Mendoza 09/19/17 – Westmoreland 09/19/17 – Mayor White

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**COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS**

	Church Property Ad-hoc Committee (7 members)	Amelia Smith Jackie Westmoreland Todd Blomerth Andy Govea Terry Black Jane Brown Raymond DeLeon Dyrall Thomas	09/05/17 – Westmoreland 09/05/17 – Westmoreland 09/05/17 – Mayor White 09/19/17 – Sanchez 12/19/17 – McGregor 09/19/17 – Michelson 09/20/17 – Castillo 09/22/17 – Mendoza
	Wayfinding Signage and Community Branding Ad-Hoc Committee (5 members)	Kara McGregor Roy Watson Chris St. Leger Taylor Burge Christie Pruitt–Lockhart Chamber Laura Rivera-Hispanic Chamber Vanessa Fischer Kate Collins Katie Westmoreland Mills	01/02/2018 01/02/2018 01/02/2018 02/06/2018 02/08/2018 02/09/2018 02/09/2018 (ex-officio) 02/06/2018 (ex-officio) 02/06/2018 (ex-officio)

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**CITY COUNCIL FY 18-19 GOALS (FINAL COMBINED)**

**PRIORITY ORDER**

<b>COUNCILMEMBER</b>	<b>PRIORITY</b>	<b>FY 18-19 GOALS</b>
CASTILLO	1	Infrastructure Improvements: streets
GONZALES-SANCHEZ	1	Hire A City Manager
MCGREGOR	1	Economic development, creating and retaining jobs, grocery campaign.
MENDOZA	1	Pay Raise City Employees.
MICHELSON	1	Public relations position/ get the word out about Lockhart (promoting)
WESTMORELAND	1	Infrastructure Improvements: streets
WHITE	1	Economic development, creating and retaining jobs, grocery campaign.
CASTILLO	2	Economic development, creating and retaining jobs, grocery campaign.
GONZALES-SANCHEZ	2	All Department Heads to Budget Salary Increases for all City Employees.
MCGREGOR	2	Work with LISD to establish a community recreation center at the Adams Gym, per under Parks
MENDOZA	2	Economic development, creating and retaining jobs, grocery campaign.
MICHELSON	2	Signage in Lockhart (highway, downtown, and toll) / Wayfinding, branding,...)
WESTMORELAND	2	Signage in Lockhart (highway, downtown, and toll) / Wayfinding, branding,...)
WHITE	2	Public relations position
CASTILLO	3	Continued police community committee involvement, neighborhood watch, gang awareness
GONZALES-SANCHEZ	3	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods
MCGREGOR	3	Prepare Fire Station #3 (so we can have existing station remodeled)
MENDOZA	3	Continued police community committee involvement, neighborhood watch, gang awareness
MICHELSON	3	Prepare Fire Station #3 (so we can have existing station remodeled)
WESTMORELAND	3	More enforcement of codes directed at unsightly properties
WHITE	3	Wayfinding, branding, develop new entry sign and city markers
CASTILLO	4	City Facilities: Maintenance and repairs Economic Development: Recruit more businesses especially retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and specialty shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city.
GONZALES-SANCHEZ	4	Public relations position work with social media/ get the word out about Lockhart
MCGREGOR	4	Public relations position work with social media/ get the word out about Lockhart
MENDOZA	4	City Facilities: Maintenance and repairs

**CITY COUNCIL FY 18-19 GOALS (FINAL COMBINED)**

**PRIORITY ORDER**

<b>COUNCILMEMBER</b>	<b>PRIORITY</b>	<b>FY 18-19 GOALS</b>
MICHELSON	4	Refurbish City Hall inside (making it more inviting)
WESTMORELAND	4	Move forward with St Paul property project
WHITE	4	Park improvements- consider medium to long range plan for Town Branch development
CASTILLO	5	Affordable housing Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is a lot of training that is free
GONZALES-SANCHEZ	5	but a lot additional money for registration fees and course material.
MCGREGOR	5	Free public wifi on the square
MENDOZA	5	Parks improvements
MICHELSON	5	Continued police community committee involvement, neighborhood watch, gang awareness
WESTMORELAND	5	Angled parking downtown: N Main and N Commerce Sts(change during downtown drainage project)
WHITE	5	Continued police community committee involvement, neighborhood watch, gang awareness
CASTILLO	6	Wellness for employees



## CITY COUNCIL FY 18-19 GOALS

### Category Order and Comments by City Manager

Council agreed at February 13 meeting that each Councilmember will submit at least 5 category goals in priority order to the City Manager to be considered by Council at first meeting in March, 2018

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CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		Improve communication between City and Chamber of Commerce	In-House	Chamber
		City Facilities	GF	City Bldgs
		Refurbish City Hall inside (making it more inviting)	Gen Fund	City Bldgs
		Prepare Fire Station 3 (so we can have main station remodeled)	Gen Fund	City Bldgs
		Hire A City Manager, Hire a City Manager that is Well Rounded and Experienced and Will Help our City to Continue to Grow for the right and positive reasons. To hire a City Manager that will allow our Department Heads to Grow and Improve Our Departments with their recommended suggestions not only from our department heads but from our employees. Working Smarter not Harder.	GF	City Manager
		More code enforcement of codes directed at unsightly properties	In-House	Code Enforc
		Continue demo of unsafe structures and pursue liens aggressively	GF	Code Enforc
		Convention Center. Our city is growing and there are too many events, programs and conferences that are going to other surrounding areas to have these events and those surrounding area businesses are benefitting and money is being spent in those areas instead on money being spent in our city. Granted, we do have meeting facilities in our city but these meeting facilities do not accommodate the number of people for the above events that have been mentioned.	GF	Convention Center
		Downtown improvements-lighting, pedestrian safety, south plaza idea? Sculpture? Sidewalk mosaics?	GF	Downtown
		Economic development, creating and retaining jobs, grocery campaign	general fund, LEDC	Econo Devl
		Economic Development		Econo Devl
		Expand economic development (by helping to spread the word & being more involved)	Gen Fund	Econo Devl
		Economic Development: Recruit more businesses especially retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and speciality shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city. Art Galleries and Music Venues have increased within our downtown area and though many many not appreciate these type of business and or venues, it is good for our downtown and its livelihood. Let's work on getting more of the speciality shops and boutiques in or around the square.	GF	Econo Devl
		Pay raise across the board	GF	Employees
		All Department Heads to Budget Salary Increases for all City Employees.	GF	Employees
		Wellness for employees	GF	Employees
		Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off alternating system, especially during the holidays. I did appreciate that the city employees were allowed to stay home during our icy, sleet and snow days. The safety of our employees is very important.	GF	Employees
		Subdivision developemnt to attract more businesses to Lockhart. Increase the number of homes, apartments, housing. Our city is growing with new citizens wanting to make Lockhart their home but due to the number of housing available, they wait and or possibly lose interest.	GF	Housing
		Infrastructure	GF	Infrastructure
		Infrastructure improvement- uncurbed streets, street rehab	GF	Infrastructure
		Improve Streets (repairs)	In-House	Infrastructure

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	GF	Infrastructure
		Angled parking for N Main and N Commerce Streets (change during downtown project)	In-House	Parking Downtown
		Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic. Our city is growing and we have been very fortunate with our parking however, it is a concern especially when you have the bigger and wider trucks that are parked in an area that is for a moderate size car. It becomes a hazard and a blind spot when trying to reverse out of the parking space and a blind spot for any and all pedestrians.	GF	Parking Downtown
		Continue to work on City Park improvements	Gen Fund	Parks
		Revive all City parks	Grants	Parks
		Work with LISD to establish a community recreation center at Adams Gym, perhaps under Parks (PUBLIC HEALTH/PARKS)	General Fund/Parks & Rec	Parks
		Add 3 positions to the Parks Department, to help facilitate other improvements (PARKS)	General Fund/Parks & Rec	Parks
		Park improvements - consider medium to long range Town branch development	GF	Parks
		Develop a dog park as part of the Stueve Lane Monte Vista Tract (PARKS/ANIMAL SHELTER/PUBLIC HEALTH)	General Fund/Parks & Rec	Parks
		Parks Improvemens: Purchase and update the park equipment to provide safe and fun filled parks for all to use.	GF	Parks
		Start Planning for 2040 plan	GF	Planning
		Police	GF	Police
		Continued Police Community committee involvement, neighborhood watch, gang awareness	GF	Police
		Work with Police Department to bring back drug enforcement program	Gen Fund	Police
		Get back to Neighborhood Townhall Meetings	GF	Police
		Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is alot of training that is free but alot additional money for registration fees and course material. I am grateful that the Police Department did invest in our Drug Dog and is being utilized by the school as well.	GF	Police
		High School cadet programs for police, fire, EMS	GF	Police/Fire
		Public relations position to deal with social media	GF	Public Relations
		Get the word out about Lockhart (promoting, hiring a Public Relations person)	Gen Fund	Public Relations
		Sidewalk repair and expansion	GF	Sidewalks
		Signage in Lockhart (highway, downtown, and toll road)	Gen Fund	Signage
		Wayfinding, branding - develop new entry sign and city property markers	GF	Signage
		Move Forward with St Paul property project	In-House	St Paul Gift
		Develop an oral history project to support a future "Walking Tour" app for Lockhart (ECONOMIC DEV/DOWNTOWN)	General Fund/Fundraising	Tourism
		More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants). Added events, especially the events that are free to the public do very well for the city as well as for the businesses and tourism. I welcome new events to the city but need to be selective in the events that we do host.	GF	Tourism
		Create a Good Neighbor program (Lockhart Utility Customers can add an additional amount to utility bill to help others)	GF	Utility Customers



CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		Access to Municipal Court for Utility Payments	In-House	Utility Customers
		Free public wifi on the square as part of the redevelopment on the North side (ECONOMIC DEV/DOWNTOWN)	CAPCOG Grant?	Wifi
		Free public wifi on the square as part of the redevelopment on the North side	GF	Wifi

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
BW	7	Improve communication between City and Chamber of Commerce	In-House	Chamber	City Staff works together with Chambers on all their events by being a co-sponsor with many in-kind services. Robert Tobias attends their meetings and periodically makes presentations about Economic Development issues.
JC	4	City Facilities	GF	City Bldgs	Budget for roofs and major repairs
JEFF M	5	Refurbish City Hall inside (making it more inviting)	Gen Fund	City Bldgs	Working on it; repairs to ceiling in progress, restrooms to be refurbished and replace signage with more informative directions.
JEFF M	7	Prepare Fire Station 3 (so we can have main station remodeled)	Gen Fund	City Bldgs	New plans will be prepared working with new Chief who has different ideas than the previous Chief
AGS	1	Hire A City Manager. Hire a City Manager that is Well Rounded and Experienced and Will Help our City to Continue to Grow for the right and positive reasons. To hire a City Manager that will allow our Department Heads to Grow and Improve Our Departments with their recommended suggestions not only from our department heads but from our employees. Working Smarter not Harder.	GF	City Manager	I concur. The current City Mgr has rode back of garbage trucks, climbed electrical poles, worked water/sewer/asphalt/concrete projects, and has been a utility collections clerk, and during these experiences learned the value of suggestions for charge that comes from employees in such positions. All department heads/supervisors are encouraged to listen to employees who have constructive ideas that would benefit in performing assigned tasks. City Mgr has also learned there are employees who keep there hands in their pockets and talk while everyone else is working and these are the same ones who are often found to be dishonest in their paperwork, sleep on the job, and have a poor attendance record.
BW	1	More code enforcement of codes directed at unsightly properties	In-House	Code Enforc	Will continue to address as complaints come in and as found during investigation outings.
LW	8	Continue demo of unsafe structures and pursue liens aggressively	GF	Code Enforc	Will continue to address and City Attorney exploring process to recover demolition costs
AGS	11	Convention Center. Our city is growing and there are too many events, programs and conferences that are going to other surrounding areas to have these events and those surrounding area businesses are benefitting and money is being spent in those areas instead on money being spent in our city. Granted, we do have meeting facilities in our city but these meeting facilities do not accommodate the number of people for the above events that have been mentioned.	GF	Convention Center	HOT funds and/or Bond Issue. Maintenance funds will be a minimum of \$150,000 annually not including director's salary, utilities, and insurance.
LW	9	Downtown improvements-lighting, pedestrian safety, south plaza idea? Sculpture? Sidewalk mosaics?	GF	Downtown	CAPCOG/CO project will address
LW	1	Economic development, creating and retaining jobs, grocery campaign	general fund, LEDC	Econo Devl	Robert Tobias working with several companies now
JC	2	Economic Development	GF	Econo Devl	See above

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
JEFF M	3	Expand economic development (by helping to spread the word & being more involved)	Gen Fund	Econo Devl	Robert Tobias is involved with the San Marcos Partnership, local chambers, and with downtown businesses on a regular basis. Leads from the Governor's office and the Austin Chamber are also pursued as applicable.
AGS	4	Economic Development: Recruit more businesses especially retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and specialty shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city. Art Galleries and Music Venues have increased within our downtown area and though many not appreciate these type of business and or venues, it is good for our downtown and its livelihood. Let's work on getting more of the specialty shops and boutiques in or around the square.	GF	Econo Devl	The problem is that many of the property owners downtown do not have the funds to customize their buildings to support specialty shops which most the time are not willing to spend money on a building. Rob Tobias is exploring ways to address this issue.
JUAN M	1	Pay raise across the board	GF	Employees	Estimated Costs Including Benefits: For each 1% for non-civil service= \$52,000 For each 1% for civil service = \$28,000
AGS	2	All Department Heads to Budget Salary Increases for all City Employees.	GF	Employees	See above
JC	5	Wellness for employees	GF	Employees	City provides good health insurance (\$586 per month each) with wellness plans for employees; many Cities have stopped this benefit and only provide a stipend for insurance.
AGS	9	Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off alternating system, especially during the holidays. I did appreciate that the city employees were allowed to stay home during our icy, sleet and snow days. The safety of our employees is very important.	GF	Employees	City employees with vacation leave and holiday time are off 23 days a year with pay which is more than a month of work days. The only holidays not given that we found are Columbus Day and Texas Independence Day. Employee safety is very important, however, some employees must come in to make conditions safe for residents and to respond to emergency conditions and that responsibility belongs to each department head who determines based on staff levels and skills time off during holiday times.
AGS	6	Subdivision development to attract more businesses to Lockhart. Increase the number of homes, apartments, housing. Our city is growing with new citizens wanting to make Lockhart their home but due to the number of housing available, they wait and or possibly lose interest.	GF	Housing	6 housing projects in place at different phases. City Manager recommended incentives to builders three years ago which Council approved and during the time it was in place it produced more housing. As a result, more engineering of subdivisions has begun.
JC	1	Infrastructure	GF	Infrastructure	\$400,000 or more yearly needed for streets
LW	2	Infrastructure improvement- uncurbed streets, street rehab	GF	Infrastructure	See above. It will take a major bond issue to address all streets that do not have curbs.
BW	3	Improve Streets (repairs)	In-House	Infrastructure	See above.

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
AGS	3	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	GF	Infrastructure	For streets please see above. Brighter lighting is always a challenge in a city with so many trees. Lockhart still must comply with Senate Bill 5 which regulates power usage. Several cities have passed an ordinance that does not allow for the planting of trees within 15' of the right of way to improve lighting of streets and reduce tree trimming around power lines.
BW	4	Angled parking for N Main and N Commerce Streets (change during downtown project)	Ja-House	Parking Downtown	Scheduled with downtown improvements. Should also consider making 100 Blocks of N Main and N Commerce one-way and possibly consider other blocks downtown especially north/south streets.
AGS	10	Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic. Our city is growing and we have been very fortunate with our parking however, it is a concern especially when you have the bigger and wider trucks that are parked in an area that is for a moderate size car. It becomes a hazard and a blind spot when trying to reverse out of the parking space and a blind spot for any and all pedestrians.	GF	Parking Downtown	Scheduled with downtown improvements
JEFF M	2	Continue to work on City Park improvements	Gen Fund	Parks	Master Plan near complete
BW	2	Revive all City parks	Grants	Parks	Master Plan near complete
KM	2	Work with LISD to establish a community recreation center at Adams Gym, perhaps under Parks (PUBLIC HEALTH/PARKS)	General Fund/Parks & Rec	Parks	Mayor is visiting with LISD about this
KM	3	Add 3 positions to the Parks Department, to help facilitate other improvements (PARKS)	General Fund/Parks & Rec	Parks	Approx. \$100,000 to budget not including equipment and vehicles
LW	3	Park improvements - consider medium to long range Town branch development	GF	Parks	Bond issue needed
KM	4	Develop a dog park as part of the Stueve Lane Monte Vista Tract (PARKS/ANIMAL SHELTER/PUBLIC HEALTH)	General Fund/Parks & Rec	Parks	Estimate on this property is \$ 25000 using used fencing. Maintenance and insurance are also cost factors
AGS	8	Parks Improvements: Purchase and update the park equipment to provide safe and fun filled parks for all to use.	GF	Parks	Master Plan near complete
JUAN M	3	Start Planning for 2040 plan	GF	Planning	Needs to be done
JC	3	Police	GF	Police	Chief Pedraza is working on these issues. Recently issued update that was sent to Council.
LW	4	Continued Police Community committee involvement, neighborhood watch, gang awareness	GF	Police	See above
JEFF M	4	Work with Police Department to bring back drug enforcement program	Gen Fund	Police	See above
JUAN M	5	Get back to Neighborhood Townhall Meetings	GF	Police	Will get with Chief about this

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
AGS	5	Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is a lot of training that is free but a lot additional money for registration fees and course material. I am grateful that the Police Department did invest in our Drug Dog and is being utilized by the school as well.	GF	Police	Chief Pedraza reports that Lockhart has two certified mental health officers, and he feels there is sufficient funding for training. He also reports that a new Narcotics Officer would cost about \$90,000 for salary/benefits, training, a vehicle, and all required equipment.
LW	10	High School cadet programs for police, fire, EMS	GF	Police/Fire	Will visit with department heads again about this
LW	6	Public relations position to deal with social media	GF	Public Relations	Position would cost with benefits about \$45,000 annually and would need more tasks to perform.
JEFF M	6	Public relations position to deal with social media	GF	Public Relations	See above
LW	7	Sidewalk repair and expansion	GF	Sidewalks	Costs average about \$25 per linear foot
JEFF M	1	Signage in Lockhart (highway, downtown, and toll road)	Gen Fund	Signage	Wayfinding and Branding Committee in place
LW	5	Wayfinding, branding - develop new entry sign and city property markers	GF	Signage	See above
BW	5	Move Forward with St Paul property project	In-House General	St Paul Gift	Working on costs associated with this projects which involve asbestos/lead paint survey and possible abatement, ADA restrooms, ADA entry ramp, kitchen changes, and other repairs.
KM	5	Develop an oral history project to support a future "Walking Tour" app for Lockhart	Fund/Fundraising	Tourism	Could be part of the Wayfinding and Branding Committee tasks
AGS	7	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants). Added events, especially the events that are free to the public do very well for the city as well as for the businesses and tourism. I welcome new events to the city but need to be selective in the events that we do host.	GF	Tourism	Chambers receive HOT funds for tourism and City co-sponsors events that contribute to tourism.
JUAN M	4	Create a Good Neighbor program (Lockhart Utility Customers can add an additional amount to utility bill to help others)	GF	Utility Customers	Have pursued this in the past. Requires a Board or Committee that is willing to take on the tasks of selecting who and how much help can be provided to customers. Some Cities allocate the funds to existing organization that is willing to take on the project.
BW	6	Access to Municipal Court for Utility Payments	In-House	Utility Customers	Working to this; advertisements and office training needed.
KM	1	Free public Wi-Fi on the square as part of the redevelopment on the North side (ECONOMIC DEV/DOWNTOWN)	CAPCOG Grant?	Wi-Fi	County judge had indicated to Mayor that the County could do this.
JUAN M	2	Free public wifi on the square as part of the redevelopment on the North side	GF	Wifi	See Above

LOCKHART CITY COUNCIL FY 17-18 GOALS				
Category and Priority Order				
COUNCIL MEMBER	PRIORITY	GOALS IDENTIFIED BY COUNCIL FOR FY 17-18 (as submitted by Councilmembers)	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	CATEGORY
BH	3	Continue Improving City Cemetery	with GF Expiring debt saving and/or Cemetery Tax	CEMETERY
Jeff M	2	Refurbish City Hall in the inside (to make more inviting to the public) as well as doing some landscaping outside	General Fund	CITY BLDGS
BW	3	Spruce up and clean up City properies		CITY BLDGS
BH	4	Improve City Facilities Appearance		CITY BLDGS
JC	4	City Facilities		CITY BLDGS
AGS	10	Convention Center		CONVENTION CTR
JC	2	Crime		CRIME
AGS	4	Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is alot of training that is free but alot additional money for registration fees and course material.		CRIME
Jeff M	4	Work with Police Department to bring back drug enforcement program		CRIME
LW	8	Fund for helping utility customers in need	???	CUSTOMER SERV
BW	2	Continue to change angle parking downtown: 200 Blk S Main, 100 Blk N Main, 100 Blk N Commerce, 200 Blk E Market; little time and expense invovled	??	DOWNTOWN
LW	2	Downtown improvements,bathrooms, electric, pedestrian safety, beautification, wifi, lighting		DOWNTOWN
AGS	9	Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic		DOWNTOWN
LW	1	Expanding economic development department, budget, office, staff?, marketing	General fund, LEDC	ECCONOMIC DEV
AGS	3	Economic Development: Recurit more businesses especailly retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and speciality shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city.		ECCONOMIC DEV
JC	3	Economic Development		ECCONOMIC DEV
AGS	5	Subdivision development to attract more businesses to Lockhart.		ECCONOMIC DEV
JM	5	Set up meetings with developers for more retail space shopping centers along US 183		ECCONOMIC DEV

LOCKHART CITY COUNCIL FY 17-18 GOALS				
Category and Priority Order				
COUNCIL MEMBER	PRIORITY	GOALS IDENTIFIED BY COUNCIL FOR FY 17-18 (as submitted by Councilmembers)	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	CATEGORY
AGS	6	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants)		ECONOMIC DEV
AGS	1	All Department Heads to Budget Salary Increases for all City Employees.		EMPLOYEES
JM	1	City Employee Raises		EMPLOYEES
JM	2	House or fund gym membership/space (weight rm) in Senior Center area (cardio machine) for City employees		EMPLOYEES
AGS	8	Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off alternating system, especailly during the holidays.		EMPLOYEES
BW	1	ENFORCE ordinances that pertain to unsightly properties all over town		ENFORCEMENT
Jeff M	1	Enforce city ordinance regarding residential property		ENFORCEMENT
Jeff M	3	Continue to work on City Park improvements		PARKS
JM	3	Do inventory of City properties to idenify areas for pocket parks	LEDC funds	PARKS
LW	3	Park improvements	General fund	PARKS
BH	5	Parks Improvements	General Fund	PARKS
JC	5	Parks		PARKS
AGS	7	Parks Improvemens: Purchase and update the park equipment to provide safe and fun filled parks for all to use.		PARKS
LW	7	Town branch cleanup and beautification	???	PARKS
JM	4	Start process of Funding Sidewalks east of 183 connecting to the US 183 sidewalks		SIDEWALKS
LW	6	sidewalk repair and expansion	general fund bond	SIDEWALKS
BH	1	IMPLEMENT SIGNAGE IN LOCKHART	General Fund (LEDC) and/or Hotel Tax	SIGNAGE
LW	4	wayfinding, branding	general fund	SIGNAGE
LW	5	Entry signs	general fund	SIGNAGE
Jeff M	6	Signage on Highway 183 and SH130 = directing people to Lockhart		SIGNAGE
BW	4	Pursue oppportunity to move Senior Citizens' Center to St Paul United Church of Christ Property		SR CITIZENS CTR
JC	1	Roads	Grants or impact fees	STREETS/INFRAS
AGS	2	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods		STREETS/INFRAS
BH	2	Continue improving City Streets	Increase Transportation Fund	STREETS/INFRAS
Jeff M	5	Continue to make improvements and redoing our city streets		STREETS/INFRAS

**Lockhart City Council**  
**FY 16-17 Goals**  
**Revised 3-10-2016, 8:30 pm**

Priority	Council Person	Goals Submitted	City Manager Comments
1	Castillo	Infrastructure	Complete 2015 CO projects and need budget of \$250,000 per year for streets, continue water and sewer main replacements; continue electric distribution maintenance plan-get new substation on line. Replace bad water raw water mains and find additional water for the future.
1	Gonzales-Sanchez	Department Heads to Budget Salary Increases for city employees so that we can keep our current city employees.	Est Cost Per % Increase Annually: Gen Fund (Not Civil Serv) \$ 29,000; Gen Fund Civil Serv \$ 24,000; Other/Utilities: \$ 15,000- Add'l
1	Hilburn	Improve City Cemetery with GF Expiring debt saving and/or Cemetery Tax	Cemetery Tax up to 5 cents allowed by State Law. Expiring GF debt committed to Police and Fire increased pay rates. (\$132,000)
1	Mendoza	Find ways to use activity center for multi-purpose use. (basketball, volleyball). Funding source: Different companies in town	If approved by Council staff would approach local businesses
1	Michelson	Continue to improve infrastructure (drainage, street repairs) throughout the city	Complete 2015 CO and budget \$250,000 per year for street materials
1	Westmoreland	Enforce ordinances that pertain to unsightly properties all over town. Make homeowners/residents (because some may be renters) take pride in their environment. It is an eyesore to drive around town and see overgrown properties, junked cars, and stacks of trash on porches, in yards and driveways. All levels of socio-economic residents in this town have shown evidence of being disrespectful to their environment.	City has no esthetics ordinance currently. The term "unsightly" is subjective and is difficult to prove in court.
1	White	Economic Development-expanding budget to get staff qualified to help Sandra with recruitment, working with LEDC to either build Spec building or invest in more property, Main St program to relieve Sandra of a lot of those duties	Main Street Program would require another person and funding to work with local businesses while Economic Development would concentrate on new businesses and new jobs
2	Castillo	Economic Development	Need 12-15,000 sf of retail spaces with reasonable lease per sf and buildings that are 20 to 50,000 sf for industrial and manufacturing
2	Gonzales-Sanchez	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	Complete 2015 CO projects and need budget of \$250,000 per year for streets, continue water and sewer main replacements; continue electric distribution maintenance plan-get new substation on line. Replace bad water raw water mains and find additional water for the future. Most streets that lack curbing will need to be totally reconstructed. Brighter LED lights being experimented with since costs have come down.
2	Hilburn	Implement City Signage	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000
2	Mendoza	New Park equipment. Funding Source: Each Councilmember responsible for a park and finding funding sources	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
2	Michelson	Continue to improve ways to attract businesses to Lockhart	Need more 12-15,000 sf of retail spaces with reasonable lease per sf and buildings that are 20 to 50,000 sf for industrial and manufacturing
2	Westmoreland	Create a policy for the residency of future administrative positions to live within the Lockhart city limits. If an administrator wants to be employed by the City of Lockhart, they need to reside here. Sharing in the daily lives of our citizens seems crucial to making decisions about Lockhart. They are paid by city taxes.	It is not legal to require all department heads to live in the City limits; only the City Manager is required to do so. All non-24 emergency response employees must live within 25 minutes of City Limits
2	White	Continue street rehab	Need \$ 250,000 annually minimum for street work materials
3	Castillo	City Facilities	Not sure what this includes; can assess all departments for physical needs
3	Gonzales-Sanchez	Economic Development: Recruit more businesses especially retail and continue efforts ; contact existing and vacant bldg owners to see if they are willing to work with City to bring these small retail businesses, as well as industrial; possibly purchasing two downtown county buildings when on the market for possible new businesses in the downtown area. Stronger platform with LEDC with methods to sell Lockhart and attract businesses.	LEDC could fund another report but the company says our numbers still should be good. Costs estimated \$22,500 for updating data and recruitment. Prime softgood companies constantly want to be on Highway 183 in 12-15,000 sf and at a reasonable cost per sf plus higher traffic counts.



**Lockhart City Council**  
**FY 16-17 Goals**  
**Revised 3-10-2016, 8:30 pm**

Priority	Council Person	Goals Submitted	City Manager Comments
3	Hilburn	Continue improving city streets: Increase Transportation Fund	Current transportation monthly rate is \$ 4 for residential and others; \$260,000 annual which helps fund labor and equipment, but is not sufficient for materials. Another \$250,000 for materials is needed annually.
3	Mendoza	Wi-Fi Free Zones Downtown Square. Funding source City Budget, School District, Downtown sponsors	Rough estimate is about \$12,000
3	Michelson	Refurbish City Hall	If atrium removed, add more offices estimated at \$45,000 and more outside landscaping estimated at \$ 5,000; elevator going in with improvements to restrooms and offices
3	Westmoreland	Approach interested and future businesses cordially. Stringent ordinances (and the way they are approached), scare off some businesses. Let's be friendly in a positive way.	City Mgr respectfully requests names of such businesses. He has met with 18 business representatives over past 15 months that were looking at Lockhart but did not come. Except for the non-residential exterior building esthetics ordinance, none of them indicated a problem with the current ordinances or with staff. The main problems were high land prices and the lack of "ready built retail and industrial buildings", and traffic counts were not high enough. Most thought the impact fee schedules were very reasonable compared to other cities. Will continue to work toward friendlier customer service with simplified ordinances.
3	White	Park master plan to consider park bond issue, recreation dept and staff issues	Master Plan estimate: \$ 45,000, recreation dept est at least \$ 60,000 for a recreational professional with another \$30,000 for equipment and materials
4	Castillo	Employees Wages	Est Cost Per % Increase Annually: Gen Fund (Not Civil Serv) \$ 29,000; Gen Fund Civil Serv \$ 24,000; Other/Utilities: \$ 15,000- Add'l Cost FY 16-17 due to Civil Serv Pay Plan Expansions already approved: \$ 132,000
4	Gonzales-Sanchez	Police Task Force: Budget extra funds to bring back a much needed Police Task Force to address any drug and gang related problems this city is being faced with especially on the East side of our city. Possibly ask the County to assist with funding.	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000
4	Hilburn	Continue working on bringing industry to Lockhart: Continue supporting Ms. Mauldin	LEDC is will have sufficient funding to be more aggressive starting FY 16-17
4	Mendoza	Training Start up: Neighborhood Watch Training and Program: Police Budget	Have tried Neighborhood Watch Program in past but was not sustained because of lack of participation. Willing to try again.
4	Michelson	Improve signage on HWY 183 as well as SH130 = directing people to Lockhart	Possibly use of some of the KTB grant money
4	Westmoreland	Evaluate and/or change the degree of the angled parking along the 4 blocks off of the square. This would be: Main Street from Market to Prairie Lea Street; Main Street from San Antonio Street to Walnut Street; Commerce Street from Market Street to Prairie Lea Street, and Commerce Street from San Antonio Street to Walnut Street. These parking spaces were made before long vehicles were made! If there are cars parked on both sides of the streets, only one car can pass through at a time. Then it becomes a one lane street. I have witnessed a different angled parking arrangement, and it provides more room and is much safer for the drivers and pedestrians.	Estimate to black out existing thermoplastic markings, redefine layout, and apply new thermoplastic markings with angle parking = \$ 12,000; will probably lose 4 spaces per block. 2 on each side
4	White	Branding and wayfinding—may be included in #1	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000
5	Castillo	Parks	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
5	Gonzales-Sanchez	Subdivision development to attract more businesses to Lockhart	Working with 6 more subdivisions, either new or expanding, and possibly one more very large one northwest.
5	Hilburn	Improve tourism in Lockhart - City Council continue to work with and encourage Chambers of Commerce to be more involved	Council can make this directive to Chambers when dividing out HOT funds
5	Mendoza	Finding more funding for Retail Market Study. Zip code demographics with reports. Funding LEDC	LEDC could fund another report but the company says our numbers still should be good. Costs estimated \$22,500 for updating data and recruitment.

**Lockhart City Council**  
**FY 16-17 Goals**  
**Revised 3-10-2016, 8:30 pm**

Priority	Council Person	Goals Submitted	City Manager Comments
5	Michelson	Work with LEDC or someone equivalent to build a building to help attract business	Need more 12-15,000 sf of retail spaces with reasonable lease per sf. Most softgood retailers want 12-15,000 on Hwy 183 at a reasonable price and increased traffic volumes
5	White	Sidewalks to include lighting	Funding required; for example San Jacinto to Jr High estimate is \$130,000 just for materials along Maple walkway
6	Gonzales-Sanchez	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants)	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000. Chambers could use HOT for more tourism.
6	Michelson	Continue to work on City Park improvements	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
6	White	Pursue possible ESD-EMS district	Legal issue with participation by County and City of Luling preferable
7	Gonzales-Sanchez	Parks Improvemens: Purchase more park equipment to provide safe and fun filled parks for all to use.	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
7	Mendoza	Start Talks With YMCA Austin again. Seek sponsors funding if necessary	Our population hurt in previous discussions, Will pursue again. They usually want commitment for a minimum number of individuals and families depending on population of not only City but its metro area
7	Michelson	Work on building a civic center/ recreation center	\$ 9 million plus land \$ 2.5 million for about 20,000 sf plus about \$240,000 annual maintenance costs and minimum of \$60,000 for utilities; estimated revenues offset is about \$60,000; take out recreation center and cost go down about 20%. It has been reported that Bastrop is spending over \$500,000 per year to operate its civic center. Revenues not covering costs.
7	White	Cemetery maintenance	Cemetery Tax up to 5 cents allowed by State Law
8	Gonzales-Sanchez	City Hall: Refurbish with Improvements and/or Upgrades	Elevator and improvements to restrooms planned; better offices for Connie and Sandra planned also.
9	Gonzales-Sanchez	Convention Center	\$ 9 million plus land \$ 2.5 million for about 20,000 sf plus about \$240,000 annual maintenance costs and minimum of \$60,000 for utilities; estimated revenues offset is about \$60,000; take out recreation center and cost go down about 20%. It has been reported that Bastrop is spending over \$500,000 per year to operate its civic center. Revenues not covering costs.
10	Gonzales-Sanchez	Employee: Possible additional Employee Holiday Time off-Alternating system	City employees now have 12 holidays and 1 personal holiday; time off is granted by seniority with department head responsible for keeping sufficient personnel to serve the public needs. Employees also receive at least 2 weeks of vacation time. Those employees required to work on holidays receive their normal pay plus holiday pay.

City of Lockhart  
Future Debt Payments as of 9/30/15

Description		2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT
<b>General Government</b>																						
<b>Hotel Tax Fund</b>																						
2009 Tax & Revenue		40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000								520,000
<b>Total Hotel Tax Fund P &amp; I</b>		40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000								520,000
<b>LEDC</b>																						
2008 GO Refunding		300,000																				300,000
2015 Tax & Revenue		37,357	48,093	48,093	48,044	48,103	48,152	63,645	63,670	63,513	63,543	63,555	63,643	63,687	65,647	65,544	65,575	65,482	65,579	65,538	65,676	1,182,139
<b>Total LEDC Fund P &amp; I</b>		337,357	48,093	48,093	48,044	48,103	48,152	63,645	63,670	63,513	63,543	63,555	63,643	63,687	65,647	65,544	65,575	65,482	65,579	65,538	65,676	1,482,139
<b>2015 Capital Projects Fund</b>																						
2015 Tax & Revenue		122,620																				122,620
<b>Total 2015 Capital Projects Fund</b>		122,620	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	122,620
<b>Drainage</b>																						
2008 GO Refunding	31.00%	100,000																				100,000
2015 Tax & Revenue		100,000	116,289	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	2,016,289
<b>Total Drainage Fund P &amp; I</b>		200,000	116,289	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	2,116,289
<b>General Fund</b>																						
2008 GO Refunding		91,210																				91,210
2015 Tax & Revenue		-																				-
<b>Total General Fund P &amp; I</b>		91,210	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	91,210
<b>Debt Service Fund</b>																						
2009 Tax & Rev CO's	100.00%	333,210	331,060	328,972	327,883	336,575	329,615	737,655	742,642	741,325	743,920	750,210	749,978	753,440								7,206,485
2006 Tax & Rev CO's	100.00%	50,455	48,815	47,175	50,535	48,690	46,845															292,515
2006-A Tax & Rev CO's	93.00%	266,916	267,594	267,890	267,803	267,332	271,128															1,608,664
2015 Tax & Revenue	12.00%	91,487	117,779	117,779	117,659	117,803	117,923	155,867	155,927	155,543	155,615	155,645	155,861	155,969	160,769	160,517	160,592	160,365	160,602	160,502	160,831	2,895,035
<b>Total Debt Service Fund P &amp; I</b>		742,068	765,248	761,816	763,880	770,400	765,511	893,522	898,569	896,868	899,535	905,855	905,839	909,409	160,769	160,517	160,592	160,365	160,602	160,502	160,831	12,002,699
<b>Total General Government</b>		1,533,255	969,630	949,909	951,924	958,503	953,663	1,097,167	1,102,239	1,100,381	1,103,078	1,109,410	1,109,482	1,113,096	326,416	326,061	326,167	325,847	326,181	326,040	326,507	16,334,957

City of Lockhart  
Future Debt Payments as of 9/30/15

Description		2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT	
<b>Proprietary</b>																							
<b>Electric Fund</b>																							
2008 GO Refunding	3.59%	40,379																				40,379	
2013 SIB Loan	30.81%	71,151	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,151	71,151	71,152				1,280,721
<b>Total Electric Fund P &amp; I</b>		111,530	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,151	71,151	71,152	-	-		1,321,100
<b>Water Fund</b>																							
2006A Tax & Rev CO's	7.00%	20,090	20,142	20,164	20,157	20,122	20,408																121,082
2008 GO Refunding	36.38%	409,192																					409,192
2009 GO Refunding	86.69%	165,829	165,775	165,656	165,477	169,357	168,625	167,709	170,852	169,384	171,937	174,082	171,534	177,194									2,203,410
2015 Tax & Revenue	49.60%	378,148	486,818	486,818	486,322	486,917	487,413	644,248	644,496	642,909	643,207	643,331	644,223	644,670	664,510	663,468	663,778	662,842	663,822	663,406	664,800		11,966,146
2013 SIB Loan	35.80%	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676				1,488,169
<b>Total Water Fund P &amp; I</b>		1,055,935	755,411	755,314	754,632	759,071	759,122	894,633	898,024	894,969	897,820	900,089	898,433	904,540	747,186	746,144	746,454	745,518	746,498	663,406	664,800		16,187,999
<b>Sewer Fund</b>																							
2008 GO Refunding	16.36%	183,990																					183,990
2009 GO Refunding	13.31%	25,461	25,452	25,434	25,407	26,002	25,890	25,749	26,232	26,006	26,398	26,728	26,336	27,206									338,302
2015 Tax & Revenue	4.30%	32,783	42,204	42,204	42,161	42,213	42,256	55,852	55,874	55,736	55,752	55,773	55,850	55,889	57,609	57,518	57,545	57,464	57,549	57,513	57,643		1,037,388
2015 Tax & Revenue	TRNSF		170,305	186,594	186,302	186,653	186,945	279,275	279,421	278,487	278,662	278,735	279,261	279,523	291,203	290,590	290,773	290,222	290,798	290,554	291,374		4,905,677
2013 SIB Loan	33.39%	77,102	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102				1,387,844
<b>Total Sewer Fund P &amp; I</b>		319,336	315,064	331,334	330,973	331,971	332,193	437,979	438,629	437,331	437,915	438,338	438,549	439,721	425,914	425,210	425,421	424,788	425,449	348,067	349,017		7,853,201
<b>Airport Fund</b>																							
2000 Airport	100.00%																						-
<b>Total Airport Fund P &amp; I</b>		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		-
<b>Total Proprietary Fund P &amp; I</b>		1,486,801	1,141,626	1,157,799	1,156,757	1,162,193	1,162,466	1,403,764	1,407,804	1,403,451	1,406,887	1,409,579	1,408,133	1,415,412	1,244,252	1,242,505	1,243,026	1,241,458	1,243,099	1,011,473	1,013,817		25,362,300
<b>Grand Total</b>		3,020,056	2,111,256	2,107,708	2,108,681	2,120,696	2,116,129	2,500,931	2,510,043	2,503,832	2,509,965	2,518,989	2,517,615	2,528,508	1,570,668	1,568,566	1,569,193	1,567,305	1,569,280	1,337,513	1,340,324		41,697,257

City of Lockhart  
2015 BOND PROGRAM

Cost	Notes	Task Name	Duration	Start	Finish	2015												2016												2017											
						Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
\$14,124,890.00		<b>TOTAL PROJECT COST</b>				[Gantt chart showing total project cost from Feb 2015 to Jan 2017]																																			
\$2,068,024.00	1	<b>DRAINING IMPROVEMENTS CONTRACT 1 - Mesquite/Wichita Street &amp; Richland Drive</b>				[Gantt chart for Contract 1: Surveying Proposal (17 days), Survey (30 days), Acquisition (120 days), Engineering Design (90 days), Bid Ad/NTP (60 days), Construction (180 days)]																																			
\$1,999,200.00	2	<b>DRAINAGE IMPROVEMENTS CONTRACT 2 - Century Oaks/Market Street, &amp; Ash/Comal Streets</b>				[Gantt chart for Contract 2: Surveying Proposal (17 days), Survey (30 days), Acquisition (150 days), Engineering Design (120 days), Bid Ad/NTP (60 days), Construction (180 days)]																																			
\$3,394,038.00	3	<b>DRAINAGE IMPROVEMENTS CONTRACT 3 - Downtown Improvements Project</b>				[Gantt chart for Contract 3: Surveying Proposal (15 days), Survey (45 days), Engineering Design (180 days), Bid Ad/NTP (60 days), Construction (365 days)]																																			
\$323,400.00	4	<b>DRAINAGE IMPROVEMENTS CONTRACT 4 - Medina &amp; US183 Project</b>				[Gantt chart for Contract 4: Surveying Proposal (15 days), Survey (7 days), Acquisition (90 days), Engineering Design (60 days), Bid Ad/NTP (60 days), Construction (90 days)]																																			
\$1,764,000.00	5	<b>FM 2001 ELEVATED TANK PROJECT</b>				[Gantt chart for Contract 5: Surveying Proposal (15 days), Survey (15 days), Acquisition (120 days), Engineering Design (90 days), Bid Ad/NTP (60 days)]																																			

