

PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

TUESDAY, JUNE 5, 2018

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 regarding Resolution 2018-11 approving a Type B project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Project Soar in an amount not to exceed \$491,049 based on a \$15 million capital investment (includes \$5 million of land purchase) in the project with a minimum of 50 new full-time equivalent (FTE) jobs at an average annual wage of \$35,000 to be created and retained for a minimum of five years.
- B. Discuss minutes of the City Council meetings of May 15, 2018, May 19, 2018 and May 20, 2018. 68-91
- C. Discuss allowing WIC of Texas to co-locate under a sublease agreement with Community Action, Inc., of Central Texas (formerly Hays, Caldwell, and Blanco Counties) which holds the current lease for the south lower wing of 901 Bois D'arc Street, and appointing the Mayor to sign the amended lease if approved. 92-104
- D. Discuss Preliminary Budget and Tax Rate Adoption Calendar for Fiscal Year 2018-2019. 105-127
- E. Discuss Ordinance 2018-13 repealing un-codified Ordinance 2016-06 in its entirety and adopting this Ordinance regarding establishing the classifications within the Fire Department and authorizing the number of employees in each classification. 128-130
- F. Discuss Ordinance 2018-14 repealing un-codified Ordinance 2016-07 in its entirety and adopting this ordinance regarding the City Personnel Policy Manual removing Performance or Merit Pay for Police and Fire Personnel and adopting a step pay plan for Police and Fire Departments under Civil Service. 131-146
- G. Discuss Change Order #1 in the amount of \$36,200 increasing the contract with Fuquay, Inc., of New Braunfels, Texas, to \$184,271.20 for additional street paving on Blackjack Street east of Main, Frio Street one block south of SH 142, and North Blanco Street between Ash and Pine Street, and appointing the Mayor to sign all contractual documents if approved. 147-155

156-162

**WORK SESSION continued...**

- H. Discuss Buyboard purchase to Fuquay, Inc. of New Braunfels, Texas in the amount of \$30,784 for work consisting of chip sealing 14,800 square yards of San Jacinto Street by applying 0.38" of AC-20-5TR Asphalt with Grade 5 Trap Rock, and appointing Mayor to sign required documents. 163-165
- I. Discuss seeking bids for improvements and repairs to the Lockhart Water Treatment Plant which could cost an estimated \$672,424. 166-167
- J. Discuss proposed Guadalupe-Blanco River Authority lease of space on the Maple Street Water Tower to place an antenna to improve communications between water plants, sewer plants, and sewer lift stations and appointing City Manager to sign lease agreement. 168-172

**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. **PUBLIC HEARING/COUNCIL ACTION**
  - A. Continue a public hearing on application ZC-18-07 by HMT Engineering & Surveying on behalf of Cottonwood Commons, LLC. for a Zoning Change from RLD Residential Low Density District to PDD Planned Development District, including application PDD-18-02, a Planned Development District Development Plan for Vintage Springs Subdivision PDD, a proposed replat of Lot 1, Block 2, and Lot 2, Block 1, Texas Heritage Subdivision, consisting of a total of 66.79 acres located at 300 and 411 Mockingbird Lane. [Tabled May 15, 2018] 6-62
  - B. Discussion and/or action to consider Ordinance 2018-11 amending the Official Zoning Map of the City of Lockhart, Texas, to reclassify the property known as Lot 1, Block 2, and Lot 2, Block 1, Texas Heritage Subdivision, consisting of a total of 66.79 acres located at 300 and 411 Mockingbird Lane, from RLD Residential Low Density District to PDD Planned Development District, including a Planned Development District Development Plan for Vintage Springs Subdivision PDD.
  - C. Hold a public hearing on application ZC-18-08 by Raymond Lee on behalf of Liberty Oaks, JV, LLC. for a Zoning Change from RMD Residential Medium Density District to MH Manufactured Home District for 12.644 acres in the James George League, Abstract No. 9, located at 1517 and 1519 Blackjack Street (FM 20), and 1541 Lover's Lane. [WITHDRAWN] 63-67

5. **DISCUSSION AND/OR ACTION**

- A. Conduct first reading and discussion regarding Resolution 2018-11 approving a Type B project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Project Soar in an amount not to exceed \$491,049 based on a \$15 million capital investment (includes \$5 million of land purchase) in the project with a minimum of 50 new full-time equivalent (FTE) jobs at an average annual wage of \$35,000 to be created and retained for a minimum of five years. 68-91

6. **CONSENT AGENDA**

- A. Approve minutes of the City Council meetings of May 15, 2018, May 19, 2018 and May 20, 2018. 92-104
- B. Approve allowing WIC of Texas to co-locate under a sublease agreement with Community Action, Inc., of Central Texas (formerly Hays, Caldwell, and Blanco Counties) which holds the current lease for the south lower wing of 901 Bois D'arc Street, and appointing the Mayor to sign the amended lease if approved. 105-127
- C. Approve Preliminary Budget and Tax Rate Adoption Calendar for Fiscal Year 2018-2019. 128-130
- D. Approve Ordinance 2018-13 repealing un-codified Ordinance 2016-06 in its entirety and adopting this Ordinance regarding establishing the classifications within the Fire Department and authorizing the number of employees in each classification. 131-146
- E. Approve Ordinance 2018-14 repealing un-codified Ordinance 2016-07 in its entirety and adopting this ordinance regarding the City Personnel Policy Manual removing Performance or Merit Pay for Police and Fire Personnel and adopting a step pay plan for Police and Fire Departments under Civil Service. 147-155
- F. Approve Change Order #1 in the amount of \$36,200 increasing the contract with Fuquay, Inc., of New Braunfels, Texas, to \$184,271.20 for additional street paving on Blackjack Street east of Main, Frio Street one block south of SH 142, and North Blanco Street between Ash and Pine Street, and appointing the Mayor to sign all contractual documents if approved. 156-162
- G. Approve Buyboard purchase to Fuquay, Inc. of New Braunfels, Texas in the amount of \$30,784 for work consisting of chip sealing 14,800 square yards of San Jacinto Street by applying 0.38" of AC-20-5TR Asphalt with Grade 5 Trap Rock, and appointing Mayor to sign required documents. 163-165
- H. Approve seeking bids for improvements and repairs to the Lockhart Water Treatment Plant which could cost an estimated \$672,424. 166-167
- I. Approve proposed Guadalupe-Blanco River Authority lease of space on the Maple Street Water Tower to place an antenna to improve communications between water plants, sewer plants, and sewer lift stations and appointing City Manager to sign lease agreement. 168-172

7. **DISCUSSION/ACTION ITEMS**

- A. Conduct second reading and discussion and/or action regarding Resolution 2018-11 approving a Type B project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Project Soar in an amount not to exceed \$491,049 based on a \$15 million capital investment (includes \$5 million of land purchase) with a minimum of fifty (50) new full-time equivalent (FTE) jobs to be created at an average annual wage of \$35,000 during the first five years of this agreement and retained for the balance of this ten (10) year agreement.
- B. Discussion and/or action regarding appointments to various boards, commissions or committees.

173-196  
197-204

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

- Update: City Wastewater Crew is completing reroute of new sewer main on N. Church Street north of Pecan Street which was planned when the two sewer lift stations in the area were eliminated on previous projects. 75% complete.
- Update: Summer Reading Program underway. Also, free meals for children at the Library from June 4 - August 3 from 12-1 p.m.
- Update: Utility payments now accepted at the Municipal Court drive-thru; all other utility related services will still be at City Hall or on line.
- Update: Preparation meetings and staff work for CTR events.
- Update: City Pool will open June 12; opened Splash Pad on May 1.
- Update: The City will again have the Summer Fan Program; donations are welcomed.
- Update: Second feeder line from the new substation in place across SH 130.
- Update: Meeting with LCRA about recent power outage and steps taken to avoid and reduce future outages caused by the same problem.
- Announcement: Sean P. Kelley promotion to Public Works Director.

9. **COUNCIL AND STAFF COMMENTS – ITEMS OF COMMUNITY INTEREST**

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

10. **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. Discuss the City Manager's contract.

11. **OPEN SESSION**

- A. Discussion and/or action regarding the City Manager's contract.

12. **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)

**\* Once approved to be on the agenda, staff requests you register to speak prior to the meeting. Deadline for specific items on the agenda is Noon Tuesday prior to the Regular Meeting.**

If, during the course of the meeting, any discussion of any item on the agenda should be held in executive or closed session, the City Council will convene in such executive or closed session, in accordance with the provisions of the Government Code, Title 5, Subchapter D to consider one or more matters pursuant to the following:

Section 551.071. Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; (2) and/or a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflicts with this chapter.

Section 551.072. To deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Section 551.073. To deliberate a negotiated contract for a prospective gift or donation to the state or the governmental body if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Section 551.074. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.

Section 551.076. To deliberate the deployment, or specific occasions for implementation, of security personnel or devices.

Section 551.086. To deliberate vote or take final action on any competitive matters relating to public power utilities.

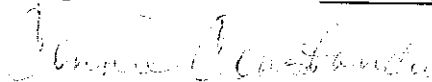
Section 551.087. To deliberate or discussion regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

Section 551.088. To deliberate a test item or information related to a test item if the governmental body believes that the test item may be included in a test the governmental body administers to individuals who seek to obtain or renew a license or certificate that is necessary to engage in an activity.

After discussion of any matters in executive session, any final action or vote taken will be in public by the City Council.

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

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 1<sup>st</sup> day of June 2018 at 3:07 pm. I further certify that the following News Media was properly notified of this meeting as stated above: Lockhart Post-Register



Connie Constancio, TRMC  
City Secretary



**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 checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<b>Council Meeting Date:</b> June 5, 2018				
Department: Planning		Initials	Date	
Department Head: Dan Gibson		Asst. City Manager		
Dept. Signature: <i>Dan Gibson</i>		City Manager	<i>CC for VR 6-1-2018</i>	
Agenda Coordinator/Contact (include phone #): Dan Gibson 398-3461, x236				
<b>ACTION REQUESTED:</b> <input checked="" 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>				
Continue a PUBLIC HEARING on application ZC-18-07 by HMT Engineering & Surveying on behalf of Cottonwood Commons, LLC., and discussion and/or action to consider Ordinance 2018-11 for a Zoning Change from RLD Residential Low Density District to PDD Planned Development District, including application PDD-18-02, a Planned Development District Development Plan for Vintage Springs Subdivision PDD, a proposed replat of Lot 1, Block 2, and Lot 2, Block 1, Texas Heritage Subdivision, consisting of a total of 66.79 acres located at 300 and 411 Mockingbird Lane. [Tabled on 5-15-18]				
<b>SUMMARY OF ITEM</b>				
The PDD zoning classification is intended to accommodate developments with characteristics that may deviate from normal City standards. In return for such flexibility, the PDD requires an early commitment on the part of the developer in terms of the site layout, land uses, and amenities. Unlike conventional zoning classifications that cannot have conditions attached, the PDD classification is subject to the conditions represented by the development plan, which is adopted by-reference and cannot be changed except through the rezoning process. The subject property is proposed to be replatted into generous public open spaces and 279 residential lots that are smaller than the minimum required by our conventional residential zoning classifications. The proposed use is single-family detached residential, and the lots will be a minimum of 45 feet wide and 100 feet deep, although most lots will be 120 feet deep and corner lots will be at least 55 feet wide. All streets, drainage, utilities, and parkland will meet City standards. In addition, sidewalks will be provided on both sides of all streets, even where not required, and a ten-foot wide hike/bike trail is proposed through an internal greenbelt in the approximate location shown on the City's sidewalk and trail plan. Although the lots will be narrow, the houses in this subdivision are proposed to average 1,700 square feet in floor area, with many being two-story. All houses will also have two-car garages. The minimum side building setbacks will be the same as required by the existing RLD zoning classification of the property. Various aesthetic standards and landscaping provisions are listed on the PDD Development Plan. These are amenities that the City doesn't require in the standard residential zoning districts. The gross density of the subdivision is 4.18 dwelling units per acre, which is considered low density and is, therefore, consistent with the Low Density Residential designation shown on the future land use plan map. The most significant change since this item was tabled on May 15 is the consolidation of the one-way pair at the east end of Maple Street into a single two-way street within existing right-of-way, and the subsequent reconfiguration of streets and lots resulting in the addition of nine additional residential lots. More detailed information is available in the attached staff reports. Owners of 29 percent of the land area within 200 feet of the subject property submitted letters of protest, so a minimum of six affirmative votes is required for approval. Some of the original protesters may have changed their mind, but no one has withdrawn their protest in writing.				
<b>STAFF RECOMMENDATION</b>				
Staff recommends APPROVAL of Ordinance 2018-11 rezoning 66.79 acres located at 300 and 411 Mockingbird Lane from RLD to PDD, including by-reference the accompanying PDD development plan.				
<b>List of Supporting Documents:</b>		<b>Other Board or Commission Recommendation:</b>		
Ordinance, maps, staff reports, RLD vs. PDD comparison table, development plan, application forms, and protest letters for ZC-18-07 and PDD-18-02. <i>Full size paper copies will be provided separately at the Council meeting.</i>		The Planning and Zoning Commission voted 4-2 at their May 9 <sup>th</sup> meeting to recommend APPROVAL.		

*6*

**ORDINANCE 2018-11**

**AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS LOT 1, BLOCK 2, AND LOT 2, BLOCK 1, TEXAS HERITAGE SUBDIVISION, CONSISTING OF A TOTAL OF 66.79 ACRES LOCATED AT 300 AND 411 MOCKINGBIRD LANE, FROM RLD RESIDENTIAL LOW DENSITY DISTRICT TO PDD PLANNED DEVELOPMENT DISTRICT, INCLUDING A PLANNED DEVELOPMENT DISTRICT DEVELOPMENT PLAN FOR VINTAGE SPRINGS SUBDIVISION PDD.**

WHEREAS, on May 9, 2018, the Planning and Zoning Commission voted to recommend approval of said change known as application ZC-18-07, along with concurrent approval of the Vintage Springs Subdivision Planned Development District (PDD) Development Plan known as application PDD-18-02; and,

WHEREAS, the City Council desires to amend the zoning map accordingly as provided in Section 64-128 of the Code of Ordinances, subject to the plans and conditions of the Vintage Springs Subdivision PDD Development Plan that is herein adopted as an integral element of the PDD zoning district designation as provided in Section 64-199 of the Code of Ordinances; and,

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

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

I. The above-referenced property described in Zoning Change request ZC-18-07 as Lot 1, Block 2, and Lot 2, Block 1, Texas Heritage Subdivision, consisting of 66.79 acres located at 300 and 411 Mockingbird Lane, will be reclassified from RLD Residential Low Density District to PDD Planned Development District, including by-reference the revised PDD Development Plan for Vintage Springs Subdivision consisting of single-family residential and parks/open-space uses.

II. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or unenforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.

III. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

IV. Publication: That the City Secretary is directed to cause this ordinance caption to be published in a newspaper of general circulation according to law.

V. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

**PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 5<sup>th</sup> DAY OF JUNE, 2018.**

CITY OF LOCKHART

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

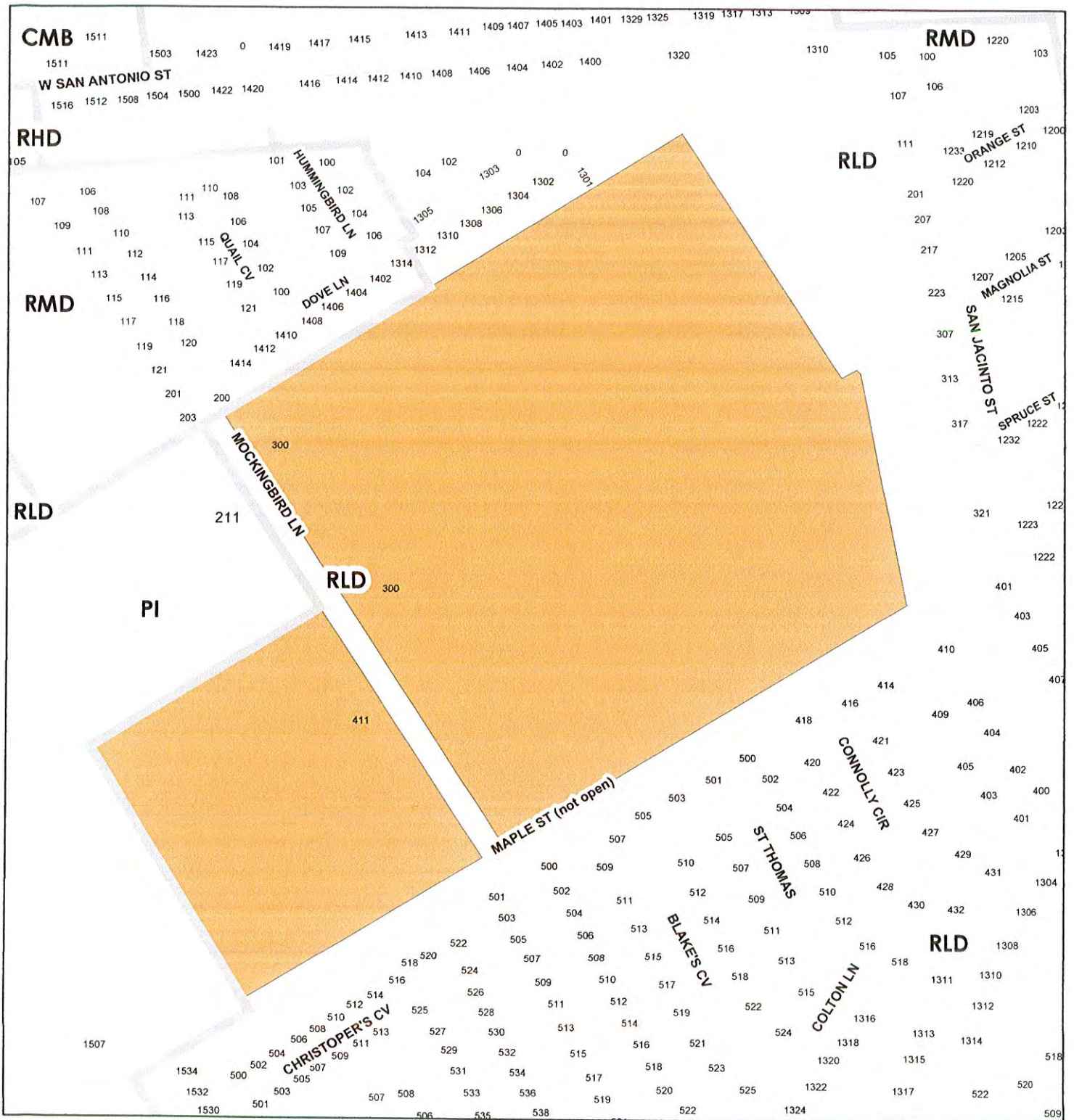
ATTEST:

APPROVED AS TO FORM:

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

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

7



**ZC-18-07 & PDD-18-02**

RLD TO PDD

300 & 411 S MOCKINGBIRD LANE



- SUBJECT PROPERTY
- ZONING BOUNDARY

scale 1" = 400'

8





**ZC-18-07 & PDD-18-02**

RLD TO PDD

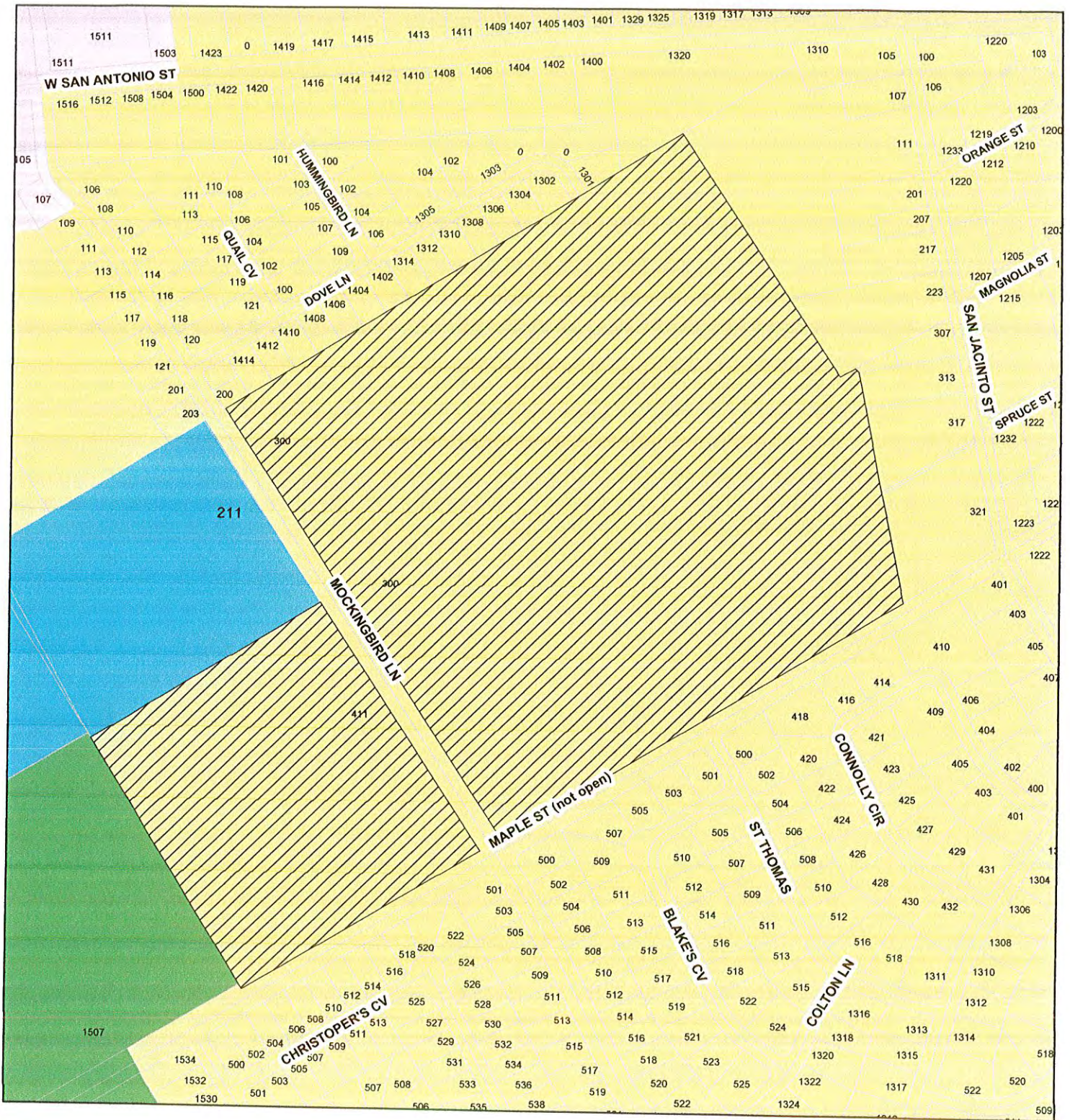
300 & 411 S MOCKINGBIRD LANE



- ZONING DISTRICTS**
- COMMERCIAL MEDIUM BUSINESS
  - PUBLIC AND INSTITUTIONAL
  - RESIDENTIAL HIGH DENSITY
  - RESIDENTIAL LOW DENSITY
  - RESIDENTIAL MEDIUM DENSITY

scale 1" = 400'

9



# FUTURE LANDUSE

RLD TO PDD

300 & 411 S MOCKINGBIRD LANE



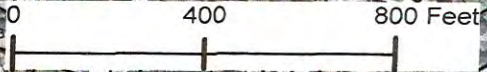
- LIGHT-MEDIUM COMMERCIAL
- PARKS AND OPEN SPACE
- PUBLIC AND INSTITUTIONAL
- RESIDENTIAL, LOW DENSITY

scale 1" = 400'

10



RMD



**CASE SUMMARY**

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STAFF: Dan Gibson, City Planner CASE NUMBER: ZC-18-07  
 REPORT DATE: May 3, 2018 [Updated 5-11-18 and 6-1-18]  
 PLANNING & ZONING COMMISSION HEARING DATE: May 9, 2018  
 CITY COUNCIL HEARING DATE: May 15, 2018 [Tabled], June 5, 2018  
 REQUESTED CHANGE: RLD to PDD  
 STAFF RECOMMENDATION: **Approval, subject to concurrent approval of the PDD Development Plan.**  
 PLANNING & ZONING COMMISSION RECOMMENDATION: **Approval**

**BACKGROUND DATA**

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APPLICANT(S): HMT Engineering & Surveying  
 OWNER(S): Cottonwood Commons, LLC  
 SITE LOCATION: 300 and 411 Mockingbird Lane  
 LEGAL DESCRIPTION: Lot 1, Block 2, and Lot 2, Block 1, Texas Heritage Subdivision  
 SIZE OF PROPERTY: 66.79 acres  
 EXISTING USE OF PROPERTY: Vacant land  
 LAND USE PLAN DESIGNATION: Low Density Residential

**ANALYSIS OF ISSUES**

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REASON FOR REQUESTED CHANGE: The subject property is proposed to be replatted into 279 residential lots that are smaller than the minimum required by our conventional residential zoning classifications. Therefore, the only way such a subdivision can be approved is if it is a Planned Development District, which allows the development to deviate from various City standards in return for an initial commitment with regard to the subdivision layout, land uses, building form, and amenities that are different or more than the minimum required for a standard subdivision. The proposed use is single-family detached residential, and the lots will be a minimum of 45 feet wide and 100 feet deep, although most lots will be 120 feet deep and corner lots will be at least 55 feet wide.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Land Use Plan
North	Single-family and duplex residential, Elementary school	RLD, RMD, PI	Low Density Residential, Public/Institutional
East	Single-family residential	RLD	Low Density Residential
South	Single-family residential	RLD	Low Density Residential
West	Park, Elementary school	PL	Parks and Open Space, Public and Institutional

TRANSITION OF ZONING DISTRICTS: Because PDD is not a conventional zoning classification, the basis for comparison to other zoning districts must be the development plan, which is adopted as a condition of the PDD zoning. The proposed single-family land use is essentially the same as exists in the neighborhoods on three sides of the proposed development, and the gross density is approximately four units per acre, which is considered low density. The maximum density allowed by the existing RLD classification is five units per gross acre. The use of smaller lots is off-set by the generous provision of open space and parkland. Therefore, the transition between zoning districts is relatively seamless.

**ADEQUACY OF INFRASTRUCTURE:** The proposed development will include construction of Maple Street along the south boundary of the subdivision. The PDD Development Plan has been revised to eliminate the two separate one-way lanes at the east end of San Jacinto Street, and to combine them into a single two-way street through the existing Maple Street right-of-way where the temporary hike/bike trail is currently located. All streets, drainage, utilities, and parkland will meet City standards. In addition, sidewalks will be provided on both sides of all streets, even where not required, and a ten-foot wide hike/bike trail is proposed through an internal greenbelt in the approximate location shown on the City's sidewalk and trail plan.

**POTENTIAL NEIGHBORHOOD IMPACT:** The most obvious negative impact is that the addition of 279 homes will create more traffic in the area, particularly along Mockingbird Lane. However, the development will also involve construction of Maple Street to provide access to San Jacinto Street, and the City is working with the developer to also complete the last remaining segment of Maple Street to connect to the dead end at the northeast corner of the Meadows at Clear Fork Subdivision. Maple Street will then be continuous between San Jacinto Street and City Line Road. This will provide multiple routes not only for the residents of the subdivision, but also for residents of existing homes in the surrounding area. Although the lots will be narrow, the houses in this subdivision are proposed to average over 1,700 square feet in floor area, and contain three bedrooms and two baths. The floor area is accomplished by having two-story designs, or floor plans for one-story with more depth to make up for the narrow width. All houses will also have two-car garages. With the accompanying driveway, each home will have a total of four off-street parking spaces, which is double the minimum required for three-bedroom homes. The minimum side building setbacks will be 7½ feet, which is the same as required by the existing RLD zoning classification of the property. Various aesthetic standards and landscaping provisions are listed on the accompanying PDD Development Plan. These are amenities that the City doesn't require for residential development in the standard zoning districts. Therefore, the proposed development is compatible with the abutting residential neighborhoods.

**CONSISTENCY WITH COMPREHENSIVE PLAN:** The PDD development plan is consistent with the Low Density Residential future land use designation on the land use plan map. The density is slightly over four units per gross acre (279 units on a total of 66.79 acres), which is considered low density and is less than the five units per acre maximum gross density allowed by the current RLD Residential Low Density District zoning classification.

**ALTERNATIVE CLASSIFICATIONS:** Rezoning to RMD Residential Medium Density District, instead of PDD, would allow lots as narrow as 50 feet, which is only five feet wider than the smallest ones proposed in the PDD. However, the RMD district is considered to be medium density and allows duplexes (on 65-foot wide lots) as well as single-family dwellings, which would not be considered consistent with the future land use plan map unless the gross density is kept below five units per acre.

**RESPONSE TO NOTIFICATION:** Ten citizens spoke in opposition to this zoning change at the Planning and Zoning Commission meeting. In addition, protest letters were received from the owners of 24 properties within 200 feet of the subject property, and ten properties farther than 200 feet. State law and our zoning ordinance provide that if written protests are received from the owners of 20 percent or more of the land area within 200 feet, an affirmative vote of at least a ¾ majority (six votes) of the City Council is required in order to approve the zoning change. In this case, written protest letters were received collectively from owners of 29 percent of the land area within 200 feet. Although the developers held a meeting with residents of the area, including many who had submitted written protest letters and may no longer be opposed to the PDD, no one has withdrawn their written protest.

## COMPARISON BETWEEN THE RLD DISTRICT AND VINTAGE SPRINGS PDD

	RLD	PDD
Max. gross density	5 units/acre	4.18 units/acre
Min. lot width	65 ft.	45 ft. (55 ft. on corner lots)
Min. lot area	8,500 sq. ft.	5,200 sq. ft.
Min. public park space percent of subdivision area	8%	21.8% (11.9% with no drainage functions, 9.9% dual purpose with stormwater functions)
Min. sidewalks required	One side of non-thoroughfare streets	Both sides of all streets
Connection to existing streets where possible	Yes	Yes
Compliance with thoroughfare plan	Yes	Yes
Compliance with land use plan	Yes	Yes
Storm-water detention	Yes	Yes
Min. house floor area	None	1,368 – 2,375 sq. ft. Weighted avg. 1,756 sq. ft.
Min. house price	None	\$205,000 - \$244,000 Weighted avg. \$224,615
Masonry exterior	Not required	Not required
Off-street parking	2 spaces for up to 3 bedrooms	4 spaces (2 in driveway and 2 in garage)
Garage or carport	None required	All houses will have double garages
Minimum internal side building setback	7.5 feet	7.5 feet
Landscaping	None required	Specified on PDD Development Plan
House plan repetition	No restrictions	Restrictions specified on PDD Development Plan <sup>14</sup>



**ZONING CHANGE APPLICATION**

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

**APPLICANT/OWNER**

APPLICANT NAME HMT Engineering  
DAY-TIME TELEPHONE 830.625.8555  
E-MAIL chrisvh@hmtab.com

ADDRESS 410 N. Seguin Ave.  
New Braunfels, Tx 78130

OWNER NAME Cottonwood Commons LLC  
DAY-TIME TELEPHONE \_\_\_\_\_  
E-MAIL \_\_\_\_\_

ADDRESS 153 Colorado Drive  
Cedar Creek, Tx 78612

**PROPERTY**

ADDRESS OR GENERAL LOCATION 300 + 411 South Mockingbird Lane  
Intersection of S Mockingbird Lane and Maple Street

LEGAL DESCRIPTION (IF PLATTED) Lot 1, Block 2 and Lot 2, Block 1 Texas Heritage Subdivision

SIZE 67.17 ACRE(S) LAND USE PLAN DESIGNATION Low Density Residential

EXISTING USE OF LAND AND/OR BUILDING(S) Open

PROPOSED NEW USE, IF ANY Residential

**REQUESTED CHANGE**

FROM CURRENT ZONING CLASSIFICATION RLD

TO PROPOSED ZONING CLASSIFICATION PDD

REASON FOR REQUEST Residential Subdivision w/ 45' interior lots

**SUBMITTAL REQUIREMENTS**

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

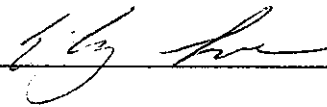
NAME(S) AND ADDRESS(ES) OF PROPERTY LIEN-HOLDER(S), IF ANY.

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

APPLICATION FEE OF \$ 1,493.40 PAYABLE TO THE CITY OF LOCKHART AS FOLLOWS:


1/4 acre or less	\$125
Between 1/4 and one acre	\$150
One acre or greater	\$170 plus \$20.00 per each acre over one acre

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

SIGNATURE 

DATE 4/18/18

**OFFICE USE ONLY**

ACCEPTED BY 

RECEIPT NUMBER 795998

DATE SUBMITTED 4-18-18

CASE NUMBER ZC - 18 - 07

DATE NOTICES MAILED 04-24-18

DATE NOTICE PUBLISHED 04-26-18

PLANNING AND ZONING COMMISSION MEETING DATE 05-09-18

PLANNING AND ZONING COMMISSION RECOMMENDATION Approve

CITY COUNCIL MEETING DATE 5-15-18

DECISION APPROVED



## CASE SUMMARY

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STAFF CONTACT: Dan Gibson, City Planner

CASE NUMBER: PDD-18-02

REPORT DATE: May 3, 2018 [Updated 5-11-18 and 6-1-18]

PLANNING & ZONING COMMISSION DATE: May 9, 2018

CITY COUNCIL DATE: May 15, 2018 [Tabled], June 5, 2018

STAFF RECOMMENDATION: ***Approval concurrently with ZC-18-07***

SUGGESTED CONDITIONS: None

PLANNING AND ZONING COMMISSION RECOMMENDATION: ***Approval***

## BACKGROUND DATA

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ENGINEER/SURVEYOR: HMT Engineering & Surveying

OWNER(S): Cottonwood Commons, LLC

SITE LOCATION: 300 and 411 Mockingbird Lane

SUBDIVISION NAME: Vintage Springs Subdivision PDD

SIZE OF PROPERTY: 66.79 acres

NUMBER OF LOTS: 279 residential, and 26 lots for drainage, landscaped open space, and parkland.

EXISTING USE OF PROPERTY: Vacant land

ZONING CLASSIFICATION: Proposed PDD

## ANALYSIS OF ISSUES

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**PROPOSED DEVELOPMENT:** This plan accompanies Zoning Change request ZC-18-07 from RLD to PDD for the same property. Unlike conventional zoning classifications, which cannot have conditions attached, the PDD classification is subject to the conditions represented by the development plan. The development plan is adopted with the zoning change, and thereafter cannot be changed except through the normal rezoning process. The PDD zoning classification is intended to accommodate developments that have unusual characteristics that might require deviations from the normal zoning and/or subdivision standards. In return for such flexibility, the PDD requires more of an up-front commitment on the part of the developer in terms of the site layout, land uses, and amenities. The subject property is proposed to be subdivided into 279 residential lots that are smaller than the minimum required by our conventional residential zoning classifications. Therefore, the only way such a subdivision can be approved is if it is a Planned Development District. The proposed use is single-family detached residential, and the lots will be a minimum of 45 feet wide and 100 feet deep, although most lots will be 120 feet deep and corner lots will be at least 55 feet wide.

**NEIGHBORHOOD COMPATIBILITY:** The proposed single-family land use is essentially the same as exists in the neighborhoods on three sides of the proposed development, and the gross density is approximately 4.18 units per acre, which is considered low density. The maximum density allowed by the existing RLD classification is five units per gross acre. The use of smaller lots is off-set by the generous provision of open space and parkland. The addition of 279 homes will create more traffic in the area, particularly along Mockingbird Lane. However, the development will also involve construction of Maple Street to provide access to San Jacinto Street, and the City is working with the developer to also complete the last remaining segment of Maple Street to connect to the dead end at the northeast corner of the Meadows at Clear Fork Subdivision. Maple Street will then be continuous between San Jacinto Street and City Line Road. This will provide multiple routes not only for the residents of the subdivision, but also for residents of existing homes in the surrounding area.

Although the lots will be narrow, the houses in this subdivision are proposed to average over 1,700 square feet in floor area, and contain three bedrooms and two baths. The floor area is accomplished by having two-story designs, or floor plans for one-story with more depth to make up for the narrow width. All houses will also have two-car garages. With the accompanying driveway, each home will have a total of four off-street parking spaces, which is double the minimum required for three-bedroom homes. The minimum side building setbacks will be 7½ feet, which is the same as required by the existing RLD zoning classification of the property. Various aesthetic standards and landscaping provisions are listed on the accompanying PDD Development Plan that are greater than what the City requires for residential development in the standard zoning districts. Some of these standards can be found in the "Garage Location", "House Plan Repetition", and "Minimum Landscaping" sections of the Residential Development Standards on the PDD development plan. Therefore, the proposed development is compatible with the abutting residential neighborhoods.

FORM AND CONTENT: There are no deficiencies.

COMPLIANCE WITH STANDARDS: The proposed development will comply with all applicable subdivision standards, including dedicating additional right-of-way for perimeter streets, construction of new streets where required, sidewalks/trails, utilities, storm-water drainage, and parkland. Although the minimum City standards require a sidewalk only on one side of local residential streets, this development is proposed to have sidewalks on both sides of all streets. The only proposed zoning standards that are less than the minimum required by the current RLD zoning of the lots and which are, therefore, the reason for the requested PDD zoning, are the 45-foot lot widths, and front building setbacks of 20 feet instead of 25 feet.

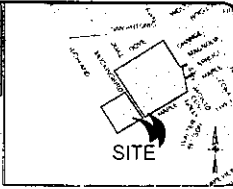
ADDITIONAL REQUIREMENTS: The PDD development plan is a required element of the PDD zoning, so approval of the zoning change is subject to compliance with this plan. The preliminary plat and subdivision development plan was submitted concurrently with the zoning change and this PDD development plan, and were approved by the Planning and Zoning Commission at their May 9<sup>th</sup> meeting. The final step will be submission of the final plats for each phase accompanied by engineering plans for construction of the subdivision infrastructure.

*CHANGES SINCE THE MAY 15 CITY COUNCIL MEETING: In response to staff and neighborhood input, the applicant has made the following changes to the PDD Development Plan:*

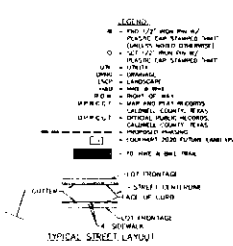
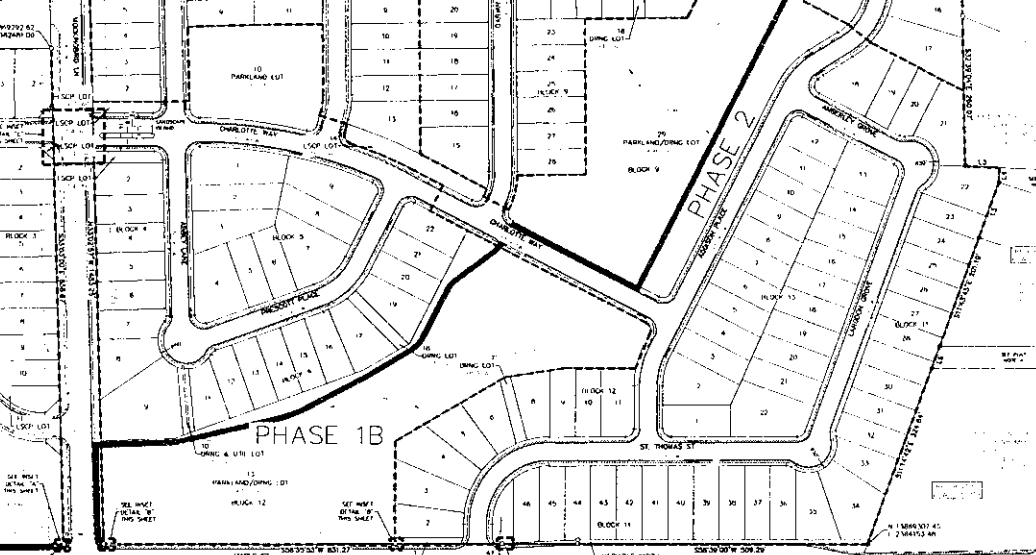
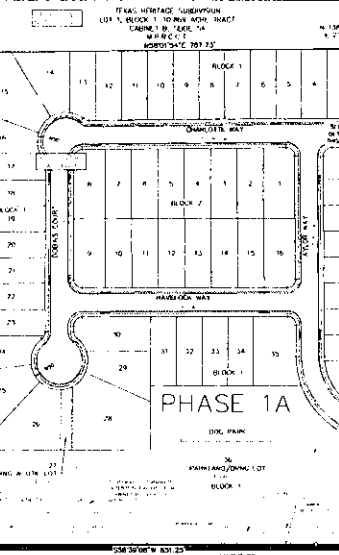
- 1. The former separate one-way lanes have been eliminated and replaced by a single two-way street in the existing Maple Street right-of-way where the temporary hike/bike trail is located.*
- 2. The subdivision boundary has been reconfigured to exclude two small protrusions on the east side that are not suitable for development. One of the protrusions was the narrow strip that was previously proposed as the northernmost one-way segment at the east end of Maple Street. The intent is to offer the excluded land areas to the owners of abutting parcels along San Jacinto Street. The acreage of the subdivision has been reduced to reflect the exclusion of the two parcels.*
- 3. With the elimination of the northernmost one-way street, the street and lot layout along the east side of the subdivision has been reconfigured, thereby resulting in the addition of nine lots.*
- 4. Plat note #3 has been revised to clarify that the parkland and hike/bike trail are for public use.*
- 5. The Lot Summary table has been revised to reflect the additional residential lots, as well as to distinguish the acreage of parkland that is for recreation only from parkland that also serves storm-water detention or retention functions.*

# VINTAGE SPRINGS SUBDIVISION PLANNED DEVELOPMENT DISTRICT DEVELOPMENT PLAN

PHASE	CONTRACT	# OF PARCELS	# OF NON-RESIDENTIAL LOTS	# OF PARCELS	AREA OF PARCELS/AREA OF PARCEL CHANGE	AREA CHANGED
PHASE 1A	12.06	76	1	2	2,000	2.7%
PHASE 1B	27.75	113	0	1	181	2.0%
PHASE 2	13.87	78	2	1	0	0
<b>TOTAL</b>	<b>53.68</b>	<b>267</b>	<b>3</b>	<b>4</b>	<b>2,181</b>	<b>1.9%</b>



ITEM	STANDARD
MINIMUM LOT AREA	5,000 SQ. FT.
MINIMUM LOT FRONTAGE	30 FT.
MINIMUM LOT DEPTH	30 FT.
MINIMUM LOT WIDTH	30 FT.
MINIMUM FRONT YARD SETBACK	10 FT.
MINIMUM SIDE YARD SETBACK	5 FT.
MINIMUM REAR YARD SETBACK	10 FT.
MINIMUM FRONT PORCH WIDTH	6 FT.
MINIMUM SIDE PORCH WIDTH	4 FT.
MINIMUM REAR PORCH WIDTH	6 FT.
MINIMUM FRONT PORCH DEPTH	6 FT.
MINIMUM SIDE PORCH DEPTH	4 FT.
MINIMUM REAR PORCH DEPTH	6 FT.
MINIMUM FRONT PORCH HEIGHT	6 FT.
MINIMUM SIDE PORCH HEIGHT	6 FT.
MINIMUM REAR PORCH HEIGHT	6 FT.
MINIMUM FRONT PORCH AREA	36 SQ. FT.
MINIMUM SIDE PORCH AREA	16 SQ. FT.
MINIMUM REAR PORCH AREA	36 SQ. FT.
MINIMUM FRONT PORCH SETBACK	6 FT.
MINIMUM SIDE PORCH SETBACK	4 FT.
MINIMUM REAR PORCH SETBACK	6 FT.
MINIMUM FRONT PORCH FINISH	CONCRETE
MINIMUM SIDE PORCH FINISH	CONCRETE
MINIMUM REAR PORCH FINISH	CONCRETE
MINIMUM FRONT PORCH MATERIAL	CONCRETE
MINIMUM SIDE PORCH MATERIAL	CONCRETE
MINIMUM REAR PORCH MATERIAL	CONCRETE
MINIMUM FRONT PORCH FLOORING	CONCRETE
MINIMUM SIDE PORCH FLOORING	CONCRETE
MINIMUM REAR PORCH FLOORING	CONCRETE
MINIMUM FRONT PORCH RAILING	CONCRETE
MINIMUM SIDE PORCH RAILING	CONCRETE
MINIMUM REAR PORCH RAILING	CONCRETE
MINIMUM FRONT PORCH RAILING HEIGHT	3 FT.
MINIMUM SIDE PORCH RAILING HEIGHT	3 FT.
MINIMUM REAR PORCH RAILING HEIGHT	3 FT.
MINIMUM FRONT PORCH RAILING MATERIAL	CONCRETE
MINIMUM SIDE PORCH RAILING MATERIAL	CONCRETE
MINIMUM REAR PORCH RAILING MATERIAL	CONCRETE
MINIMUM FRONT PORCH RAILING FINISH	CONCRETE
MINIMUM SIDE PORCH RAILING FINISH	CONCRETE
MINIMUM REAR PORCH RAILING FINISH	CONCRETE
MINIMUM FRONT PORCH RAILING SETBACK	6 FT.
MINIMUM SIDE PORCH RAILING SETBACK	4 FT.
MINIMUM REAR PORCH RAILING SETBACK	6 FT.
MINIMUM FRONT PORCH RAILING FINISH SETBACK	6 FT.
MINIMUM SIDE PORCH RAILING FINISH SETBACK	4 FT.
MINIMUM REAR PORCH RAILING FINISH SETBACK	6 FT.
MINIMUM FRONT PORCH RAILING FINISH MATERIAL	CONCRETE
MINIMUM SIDE PORCH RAILING FINISH MATERIAL	CONCRETE
MINIMUM REAR PORCH RAILING FINISH MATERIAL	CONCRETE
MINIMUM FRONT PORCH RAILING FINISH SETBACK MATERIAL	CONCRETE
MINIMUM SIDE PORCH RAILING FINISH SETBACK MATERIAL	CONCRETE
MINIMUM REAR PORCH RAILING FINISH SETBACK MATERIAL	CONCRETE



LOT #	LENGTH	DIRECTION
11	81.12	NORTH/SOUTH
12	114.80	EAST/WEST
13	80.34	NORTH/SOUTH
14	125.48	SOUTH/NORTH
15	102.12	EAST/WEST
16	80.34	NORTH/SOUTH

**CONTRACTORS:** ALL CONTRACTORS SHALL BE LICENSED IN ACCORDANCE WITH THE TEXAS PROFESSIONAL ENGINEERING ACT AND THE TEXAS PROFESSIONAL ARCHITECTURE ACT. ALL CONTRACTORS SHALL BE LICENSED IN THE STATE OF TEXAS.

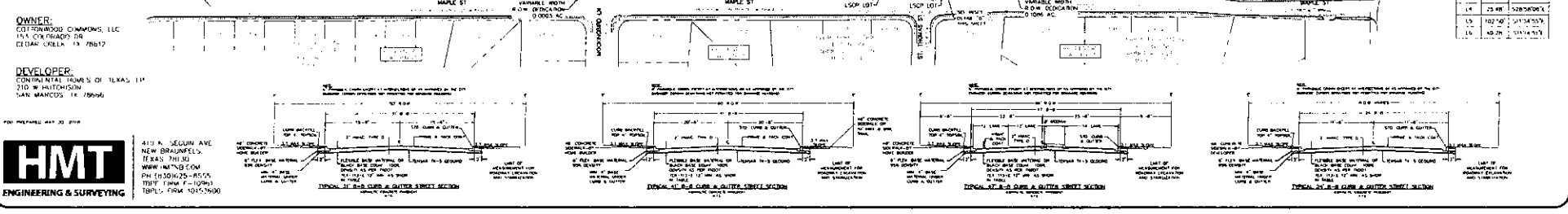
**PLANNING:** THE DEVELOPER SHALL OBTAIN ALL NECESSARY PERMITS FROM THE LOCAL GOVERNMENT AND SHALL BE RESPONSIBLE FOR THE COSTS OF SUCH PERMITS.

**UTILITIES:** THE DEVELOPER SHALL BE RESPONSIBLE FOR THE COSTS OF ALL UTILITIES AND SHALL PROVIDE ADEQUATE SERVICE TO ALL LOTS.

**OWNER:** COTTONWOOD COMMONS, LLC  
154 COTTONWOOD DRIVE  
DALLAS, TEXAS 75247

**DEVELOPER:** CENTRAL HOMES OF TEXAS, INC.  
210 W. HILTON AVENUE  
DALLAS, TEXAS 75201

**PREPARED BY:** HMT ENGINEERING & SURVEYING



15



EXAMPLE PICTURES FOR LAKE AREAS

# VINTAGE SPRINGS SUBDIVISION



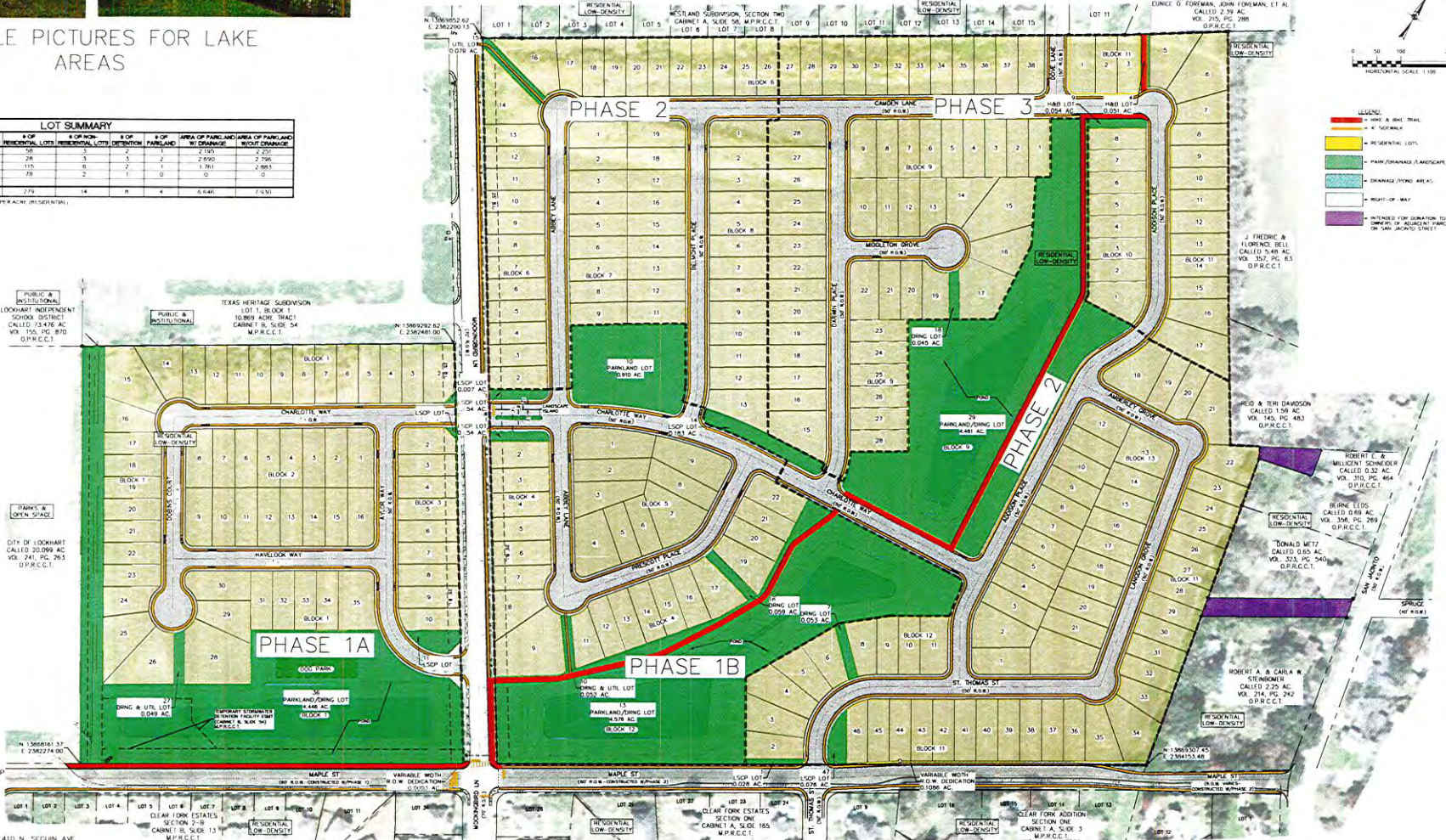
SITE



- LEGEND**
- 10' & 10' SIDE WALK
  - 4' SIDE WALK
  - RESIDENTIAL LOT
  - PARK/BRANDAGE/LANDSCAPE/OPEN AREAS
  - BRANKAGE/POLE AREAS
  - RIGHT-OF-WAY
  - INTENDED FOR OPERATION TO BEING USED HEREIN

LOT SUMMARY					
PHASE	# OF ACRES	# OF RESIDENTIAL LOTS	# OF PARKLAND	AREA OF PARKLAND (AREA OF PARKLAND W/ DRAINAGE)	AREA OF PARKLAND (AREA OF PARKLAND W/OUT DRAINAGE)
PHASE A	13.25	52	2	2,187	2,220
PHASE B	12.06	28	3	2,930	2,796
PHASE C	25.78	175	6	1,761	2,863
PHASE D	13.57	78	2	1	0
<b>TOTAL ACRES</b>	<b>64.72</b>	<b>273</b>	<b>14</b>	<b>6,840</b>	<b>7,939</b>

LOT DENSITY = 4.2 UNITS PER ACRE (RESIDENTIAL)



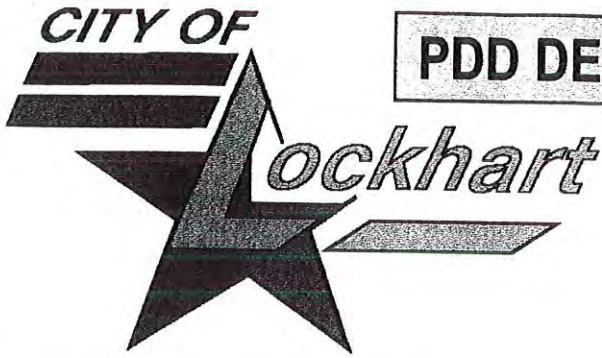
**OWNER:**  
COTTONWOOD COMMONS, L.L.C.  
153 COLORADO DR  
CEDAR CREEK, TX 78612

**DEVELOPER:**  
CONTINENTAL HOMES OF TEXAS, LP  
210 W HUTCHINSON  
SAN MARCO, TX 78666



410 N. SEGGIN AVE  
NEW BRUNSWICK,  
TEXAS 78130  
WWW.HMTNS.COM  
PH (830)625-1000  
TBBE FIRM # 10961  
TBBE'S FIRM 10153600

20



**PDD DEVELOPMENT PLAN APPLICATION**

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

**APPLICANT/OWNER**

APPLICANT NAME HMT Engineering ADDRESS 410 N. Seguin Ave  
DAY-TIME TELEPHONE 830.625.8555 New Braunfels, TX 78130  
E-MAIL chrisvh@hmtnb.com  
OWNER NAME Cottonwood Commons LLC ADDRESS 153 Colorado Drive  
DAY-TIME TELEPHONE \_\_\_\_\_ Cedar Creek, TX 78612  
E-MAIL \_\_\_\_\_

**PROPERTY**

300 + 411 South Mockingbird Lane  
ADDRESS OR GENERAL LOCATION Intersection of S Mockingbird Lane and Maple Street  
LEGAL DESCRIPTION (IF PLATTED) \_\_\_\_\_  
PROPOSED SUBDIVISION NAME, IF NOT PLATTED Vintage Springs Subdivision  
SIZE 67.17 ACRE(S) ZONING CLASSIFICATION Residential Low-Density  
EXISTING USE OF LAND AND BUILDINGS Open

**PROPOSED DEVELOPMENT**

PROPOSED USE OF LAND AND BUILDINGS Residential Subdivision  
NUMBER OF LOTS 293 TOTAL NUMBER OF DWELLING UNITS, IF ANY 270  
RESIDENTIAL DENSITY 4.02 UNITS/ACRE  
TOTAL LAND AREA ALLOCATED TO RESIDENTIAL USE, IF ANY 51.85 ACRE(S)  
TOTAL LAND AREA ALLOCATED TO NON-RESIDENTIAL USE, IF ANY 15.32 ACRE(S)

# SUBMITTAL REQUIREMENTS

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

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

PROPOSED DECLARATION OF COVENANTS AND RESTRICTIONS ESTABLISHING AND GOVERNING ANY LEGAL ENTITY THAT MAY BE REQUIRED TO OWN, OPERATE, AND/OR MAINTAIN PRIVATE STREETS, UTILITIES, OR OTHER FACILITIES PROVIDED FOR THE COMMON USE OF ALL PROPERTY OWNERS.

PROPOSED WRITTEN AGREEMENT BETWEEN THE CITY AND THE LEGAL ENTITY TO BE RESPONSIBLE FOR THE OWNERSHIP AND MAINTENANCE OF PRIVATE STREETS AND ALLEYS, PERMITTING ACCESS AND USE WITHOUT LIABILITY BY CITY VEHICLES AND PERSONNEL ON OFFICIAL BUSINESS.

PDD DEVELOPMENT PLAN, AS FOLLOWS, INDICATING THE SCALE AND NORTH ARROW, PROPOSED USE(S) OF ALL PARTS OF THE DEVELOPMENT, BOUNDARIES OF PROPOSED PHASES, IF ANY, AND CONTAINING THE INFORMATION REQUIRED IN SECTION 64-166(b).

Four copies for initial staff review.

Ten copies after initial staff review.

One mylar reproducible (two if applicant wants to keep one), plus two copies, of approved PDD Development Plan.

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

SIGNATURE *Chris Van Heude*

DATE 4/17/18

## OFFICE USE ONLY

ACCEPTED BY *Dan Gibson*

DATE SUBMITTED 4-10-18

ZONING CASE NUMBER ZC - 18 - 07

PLAN CASE NUMBER PDD - 18 - 02

PLANNING AND ZONING COMMISSION MEETING DATE 5-9-18

DECISION \_\_\_\_\_

CONDITIONS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ *22*



**ZC-18-07 & PDD-18-02**

RLD TO PDD

300 & 411 S MOCKINGBIRD LANE



 SUBJECT PROPERTY

 LAND AREA PROTESTING

29 %

scale 1" = 400'

23

# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME William T Stanley, Jr  
(PLEASE PRINT)

HOME ADDRESS 1232 Spruce

I AM OPPOSED TO ZONING CHANGE # ZC 18 07.

I AM THE OWNER OF 1232 Spruce  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS  (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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SIGNATURE William T Stanley

DATE 5/6/18



Hello Mayor Lew White

May 15, 2018

The developer and builder have tabled their proposal for Vintage Springs, which is only postponing their presentation to council. I am not a planner, but I think that certain positions must be non-negotiable. We must make Lockhart a better place, not just settle for volume.

**The zoning must not be changed from low density RLD to PPD which is high density** in spite of what the proponents have claimed. Follow the 2020 Plan.

**65 foot frontage must be maintained.**

**The retention ponds must not count toward "public green space"**. How can these "tanks" be kept filled with water? And if partially filled, won't they have to be fenced as dangerous (for children)? How expensive the insurance for the Association with these "attractive nuisances".

**An out of the box examination of the plat plan gives me these probably obvious ideas:**

Mockingbird is the best route in and out of the subdivision- north to San Antonio, or south to Clear Fork and east to San Jacinto. No neighborhoods would be torn apart. Most of the cars will be heading out to and returning from Austin and San Marcos where the majority of the new residents will be employed. The southern route to Luling and downtown would have much less traffic. Approximately 450 cars could be expected from the high density 270 houses. 450 out every day and 450 returning.

The Dove extension is foolish- Dove and Hummingbird would be awash in traffic for which they were never intended. A neighborhood would be ruined.

Maple should only be extended from the school side to Mockingbird. St. Thomas should not be extended. Maple should not be extended to San Jacinto with in and out roads. This extension of Maple is unnecessary and would cause irreparable harm to the contiguous neighbors and neighborhoods. And obviously it would result terrible congestion of school traffic at the intersection(s) of Maple and Spruce at San Jacinto. Why ruin neighborhoods to satisfy a developer who doesn't need this?

Given one major rout into Vintage Springs, a gated community would be possible. Why not shoot for more expensive housing. Companies looking at Lockhart for location need suitable housing for management, and people that can afford a gated community are looking to flee Austin. Why can't they come here?

The walking/bike trail can be refurbished from San Jacinto to Mockingbird and 4 foot sidewalks will run toward the schools. The developer can build a 6 foot fence along the south, back side of the Vintage Springs lots, along the bike path/Maple right of way.

The new owners of the property must realize that they have very desirable land, and if this developer doesn't work out, there are many more out there who could put together a more suitable plan.

### **Property depreciation and higher taxes**

The proximity of so much low cost housing will immediately lower values around the area and Lockhart in general. Class rooms will be overflowing and new schools and more teachers will be required. Values go down and taxes go up.

### **Traffic congestion**

Cars driving north on San Jacinto making a left turn onto new W. Maple or new W. Spruce will block other traffic going north, while waiting to cross between the south coming cars. There may be as many or more than 400 cars in the development. Not all, but many will try to get onto San Jacinto. A real mess, bad congestion.

### **Flooding**

Yes, there are retention ponds. But it is questionable whether there is enough volume to handle the runoff in this development. And to where do these ponds drain? Only a small amount of water will evaporate and percolate from the ponds. This area of Lockhart does not have storm drains and the runoff must flood the streets. We have a real problem now and this situation will get much worse.

### **Zoning**

Lockhart paid for the 2020 Plan compiled by outside experts who called for low density housing for the area. This plan would scrap low density for high density, to enrich the developer at the expense of the existing residents. The proposed PDD zoning is open to commercial development.

There is more, but the above seem to me to be the most obvious problems. It is incumbent on the people who run Lockhart and represent us, the residents, who elect them and pay them to protect our interests. This is serious business.

William Stanley

# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

## City of Lockhart

NAME Rosa M. Salinas  
(PLEASE PRINT)

HOME ADDRESS 500 Mockingbird Ln  
Lockhart, TX 78644

I AM OPPOSED TO ZONING CHANGE # ZC — 18 — 07.

I AM THE OWNER OF 500 Mockingbird Ln  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)  
WHICH IS  (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY  
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

See Attached.

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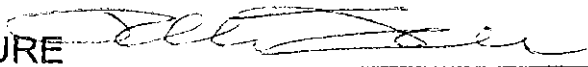
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SIGNATURE 

DATE 5/6/18

May 6, 2018

City of Lockhart City Council  
308 West San Antonio Street  
Lockhart, Texas 78644

RE: ZC-18-07 zoning change of land located at 300 and 411 South Mockingbird Lane.

Dear City Council:

I strongly feel against, as much of the opposition, that the request by HMT Engineering and Surveying, on behalf of Cottonwood Commons for land located at 300 and 411 South Mockingbird Lane should not be granted.

I have lived at this residence for sixteen years and have been very happy, comfortable and safe in this neighborhood. This request for rezoning would disrupt my way of living and, in my opinion, the negatives outweigh the positives with this proposal.

Negatives:

1. Increase in student enrollment which is already at full capacity in the neighboring schools of Bluebonnet Elementary and Lockhart Jr. High School.
2. Increase in LISD budget to support the hiring of additional teachers and staff.
3. Increase in traffic on Mockingbird Lane. This would add to the congestion already being experienced when middle school students and vehicles congregate at the corner of Mockingbird Lane and the bike trail for student pick up.
4. Decrease in property values for which all affected residents have worked so hard to maintain.

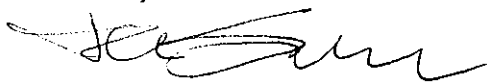
Positives:

1. Lucrative investment on behalf of Cottonwood Commons, LLC.

I pray and hope that the City of Lockhart Council will wholeheartedly hear and consider this plea and petition of your residents that will be affected by this proposal.

Thank you for time and consideration in this matter.

Sincerely,



Rosa Maria Salinas  
500 Mockingbird Ln  
Lockhart, Texas 78644

✓  
**WRITTEN PROTEST OF PROPOSED ZONING CHANGE**

**City of Lockhart**

NAME Joe A. Hernandez, Jr.  
(PLEASE PRINT)

HOME ADDRESS 1301 Dove Ln

I AM OPPOSED TO ZONING CHANGE # ZC — 18 — 07.

I AM THE OWNER OF 1301 Dove Ln  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS  (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

The addition of 240 small houses  
will increase the crime rate in the  
area. My truck was stolen a few years  
ago ~~been~~ by someone who ran through  
Kear Field. I have a young daughter.  
We want our neighborhood to remain  
safe for all who live here.

Too many houses, not enough space.

SIGNATURE

Joe A. Hernandez, Jr.

DATE

5/1/18

# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

## City of Lockhart

NAME Keitha F Hernandez  
(PLEASE PRINT)

HOME ADDRESS 1301 Dove Lane

I AM OPPOSED TO ZONING CHANGE # ZC — 18 — 07.

I AM THE OWNER OF 1301 Dove Lane  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)  
WHICH IS  (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

### REASON FOR OPPOSITION (OPTIONAL)

The number of houses proposed to be  
built in the fields beside our house  
will most definitely impact our quiet,  
safe neighborhood in a negative way.  
Bringing this much traffic and people  
into such a small place that was not  
made for it will cause problems for  
all involved including the community as a whole

SIGNATURE Keitha Hernandez

DATE 5/6/18

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME ALAN C FIELDER & MARY ANN FIELDER  
(PLEASE PRINT)

HOME ADDRESS 410 CONNOLLY CIRCLE

I AM OPPOSED TO ZONING CHANGE # ZC 18 07.

I AM THE OWNER OF 410 CONNOLLY CIRCLE  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS  (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY  
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

OBJECT TO PERMITTED USES OF A PDD  
\_\_\_\_\_  
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SIGNATURE Alan C Fielder  
Mary Ann Fielder

DATE 5/2/18  
5/2/18 31

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME James and Beatrice Starks (PLEASE PRINT)

HOME ADDRESS 401 San Jacinto, Lockhart, Tx. 78644

I AM OPPOSED TO ZONING CHANGE # ZC - 18 - 07.

I AM THE OWNER OF 401 San Jacinto, Lockhart, Tx. 78644 (PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS X (OR) IS NOT LOCATED WHOLLY OR PARTIALLY WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

- 1 There will no longer be a safe walking trail for families and students -
2 The removal of large oak trees
3 That many houses together is a fire hazard - dangerous to our community?
4 Streets will be congested - not safe for students trying to cross streets.

In Conclusion -> 5 High Risk - to have that many homes in a small area. (to our community)

SIGNATURE Beatrice Starks J & B to G II

DATE 5-2-18



WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Kari Labit  
(PLEASE PRINT)

HOME ADDRESS 1408 Dove Ln

I AM OPPOSED TO ZONING CHANGE # ZC 18 07.

I AM THE OWNER OF 1408 Dove Ln  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)  
WHICH IS  (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY  
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

Too many homes in small area  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE Kari Labit

DATE 5/2/18

# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Lenny & Leticia (Letty) Martinez  
(PLEASE PRINT)

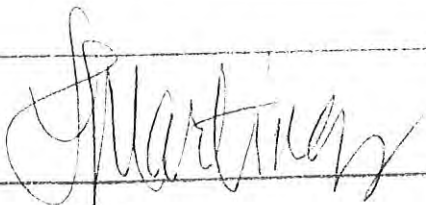
HOME ADDRESS 518 Christopher's Cove Lockhart TX

I AM OPPOSED TO ZONING CHANGE # ZC — 18 — 07.

I AM THE OWNER OF 518 Christopher's Cove Lockhart  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)  
WHICH IS  (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY  
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

Overcrowding / Over population  
Increase in uncontrolled traffic  
Decrease in property values  
Negative impact in student ratios in school classroom  
Negative impact on school district zones  
Decrease in financial resources

SIGNATURE   
LM

DATE 5-8-18

# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME JOAN LAURENCE  
(PLEASE PRINT)

HOME ADDRESS 1412 DOVE LN.

I AM OPPOSED TO ZONING CHANGE # ZC — 18 - 07.

I AM THE OWNER OF 1412 DOVE LN.  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS  (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY  
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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SIGNATURE Joan Lawrence

DATE 5-2-2018

**WRITTEN PROTEST OF PROPOSED ZONING CHANGE**

**City of Lockhart**

NAME Kimberly Clinkscales  
(PLEASE PRINT)

HOME ADDRESS 501 Blakes Cove  
Lockhart, Texas 78644

I AM OPPOSED TO ZONING CHANGE # ZC — 18 — 07.

I AM THE OWNER OF 501 Blakes Cove  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH  IS (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY  
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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SIGNATURE K. Clinkscales

DATE 5.5.2018

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Tim Schuelke Candi Schuelke  
(PLEASE PRINT)

HOME ADDRESS 502 St Thomas St TX <sup>Lockhart</sup>

I AM OPPOSED TO ZONING CHANGE # ZC 18 07

I AM THE OWNER OF 502 St Thomas St  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS  (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY  
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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SIGNATURE Tim Schuelke  
Candi Schuelke

DATE \_\_\_\_\_

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Armando Fierro / Kristy Fierro  
(PLEASE PRINT)

HOME ADDRESS 509 Blakes Cv.

I AM OPPOSED TO ZONING CHANGE # ZC — 18-07.

I AM THE OWNER OF 509 Blakes Cv.  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS  (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY  
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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SIGNATURE Armando Fierro  
Kristy Fierro

DATE 5/1/2018

# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Chris & Brandi Andrews  
(PLEASE PRINT)

HOME ADDRESS 1323 Maple St., Lockhart, TX 78644

I AM OPPOSED TO ZONING CHANGE # ZC — 18 — 07.

I AM THE OWNER OF 1323 Maple St.  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)  
WHICH IS  (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

As homeowners who would directly be affected, we  
strongly oppose rezoning to PDD. We wish to ensure that  
our neighborhoods are healthy and vibrant communities that  
continue to reflect the existing single-family fabric appeal and  
to ensure that our property values are maintained. The  
proposed re-zoning to PDD, to allow for the mass development  
of houses, does not uphold these qualities!

SIGNATURE Chris Andrews

DATE 5/2/18

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WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Robert Martinez, Sara Martinez  
(PLEASE PRINT)

HOME ADDRESS 1414 Dove Ln. Lockhart, TX.  
78644

I AM OPPOSED TO ZONING CHANGE # ZC 18 - 07.

I AM THE OWNER OF 1414 Dove Ln.  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS  (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY  
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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SIGNATURE Robert Martinez  
Sara Martinez

DATE 5-5-18  
5-7-18 40



# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

## City of Lockhart

NAME Tony Arredondo, Norma Arredondo  
(PLEASE PRINT)

HOME ADDRESS 1406 Dove Lane Lockhart Tx

I AM OPPOSED TO ZONING CHANGE # ZC 18 - 07.

I AM THE OWNER OF \_\_\_\_\_  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)  
WHICH IS  (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY  
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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SIGNATURE [Signature] DATE 5-7-18

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Brittany Paige Fogle, Billy Fogle, Nancy Fogle  
(PLEASE PRINT)

HOME ADDRESS 4116 Connolly Cir W Lockhart, TX 78644

I AM OPPOSED TO ZONING CHANGE # ZC 18 07.

I AM THE OWNER OF 4116 Connolly Circle W Lockhart, TX 78644  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS  (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

The volume of cheap homes will overwhelm our residential streets and greatly depreciate our existing established home values. You need to IMPROVE Lockhart not minimize your existing, established residents property values & our peace. The homes built there should be of equivalent or greater value, with large lots & quality homes. We want Quality NOT Quantity! Grow Lockhart in the

RIGHT way & putting 240 tiny homes in the middle of quiet, beautiful, expensive neighborhoods with already busy street is NOT the answer.

SIGNATURE Brittany Paige Fogle

DATE 5/7/18

Billy D Fogle  
Nancy Fogle

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME ROBERT A. STEINBOMER & CARLA W. STEINBOMER  
(PLEASE PRINT)

HOME ADDRESS 321 SAN JACINTO ST

I AM OPPOSED TO ZONING CHANGE # ZC — 18 — 07.

I AM THE OWNER OF 321 SAN JACINTO  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS X (OR) IS NOT      LOCATED WHOLLY OR PARTIALLY  
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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SIGNATURE Robert A Stein

DATE 5.5.2018

Carla W. Steinboer

5.8.2018

BY ROBERT A STEINBOMER, SPOUSE & POWER OF ATTORNEY

# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME DAN STREY  
(PLEASE PRINT)

HOME ADDRESS 505 BLAKES COVE

I AM OPPOSED TO ZONING CHANGE # ZC 18 01.

I AM THE OWNER OF 505 BLAKES COVE  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)  
WHICH IS  (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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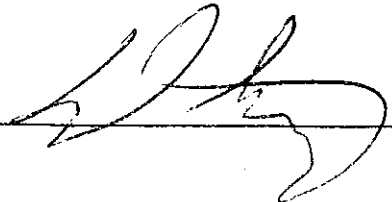
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SIGNATURE 

DATE 5/1/18

# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Carol Schuelke  
(PLEASE PRINT)

HOME ADDRESS 1222 Spruce St, Lockhart

I AM OPPOSED TO ZONING CHANGE # ZC — 18 — 07

I AM THE OWNER OF 1222 Spruce St, Lockhart  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)  
WHICH  IS (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY  
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

The city of Lockhart's current zoning plan should be to protect the quality of life for Lockhart residents. This zoning change will allow 270 homes to be crowded into a land area planned for maybe 1/2 of that. 270 homes will add approximately 500 vehicles to our already over-crowded roads & streets. This zoning change request will add an unplanned burden to the City's resources; that Police, Sewer & other utilities be overloaded under strict water restrictions, etc. Only the developer will benefit from this zoning change. It's not us if (over)

SIGNATURE Carol Schuelke

DATE 5/7/2018

# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Kenneth Fairly  
(PLEASE PRINT)

HOME ADDRESS 1400 W San Antonio St

I AM OPPOSED TO ZONING CHANGE # ZC — 18 — 07

I AM THE OWNER OF 4068 CRENSHAW CORNELIUS 18645  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)  
WHICH IS  (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY  
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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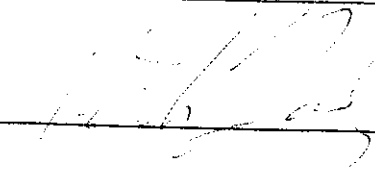
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SIGNATURE 

DATE 5-5-18

✓  
**WRITTEN PROTEST OF PROPOSED ZONING CHANGE**

**City of Lockhart**

NAME Bruce Diabala  
(PLEASE PRINT)

HOME ADDRESS 1320 W SAN ANTONIO ST.

I AM OPPOSED TO ZONING CHANGE # ZC — 18 — 07

I AM THE OWNER OF 1320 W SAN ANTONIO ST.  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)  
WHICH IS  (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY  
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

The impact of 270 homes in a already crowded  
AREA. 270 Homes would lead to 500 or more cars on top of  
what is being added to the south west of those properties by  
the schools.

Adding all these streets on the property will increase a  
flooding problem we have on the east side of the larger  
lot, already

SIGNATURE 

DATE 5/18/18

# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Alan James Burkland + Jamie Lynne Burkland (Franks)  
(PLEASE PRINT)

HOME ADDRESS 516 Christopher's Cove Lockhart, TX 78644

I AM OPPOSED TO ZONING CHANGE # ZC — 18 — 07.

I AM THE OWNER OF 516 Christopher's Cove Lockhart  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)  
WHICH IS  (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

This type of development would lower the property value of our home. That amount of homes would create major traffic issues on already crowded streets. Tiny homes make me think rentals + vacation homes, not quiet neighborhood to raise children.

The zoning should stay the same + homes similar to those in Clearfork Estates + The meadows should be built.

SIGNATURE Alan James Burkland DATE 5-9-2018

Jamie Lynne Burkland (Franks)



# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

## City of Lockhart

NAME Julian Rodriguez Jessica Ann Rodriguez  
(PLEASE PRINT)

HOME ADDRESS 508 Christopher Cv.

I AM OPPOSED TO ZONING CHANGE # ZC 18 07.

I AM THE OWNER OF 508 Christopher Cv.  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS  (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY  
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

Property Value, Heavy Traffic.

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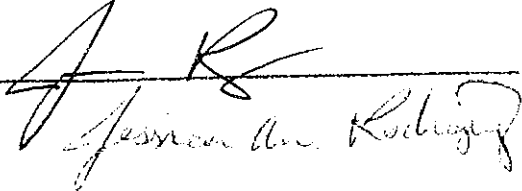
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SIGNATURE 

DATE 5/8/18

# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Chris + Tricia Schneider  
(PLEASE PRINT)

HOME ADDRESS 418 Connolly Circle

I AM OPPOSED TO ZONING CHANGE # ZC — 18 — 07.

I AM THE OWNER OF 418 Connolly Circle  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)  
WHICH IS  (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY  
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

This would negatively affect the property values for  
those who built here with the assurance the surrounding  
properties were zoned low density. The lack of  
ingress + egress to an area with 240 homes and a  
school will create a traffic nightmare. This type  
of development is not in keeping with the character  
of the surrounding neighborhoods. The current  
zoning is proper and should be maintained.

SIGNATURE Patricia Schneider

DATE 5/7/18

Patricia Schneider

5/7/18 50

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Shane Teague  
(PLEASE PRINT)

HOME ADDRESS 317 San Jacinto, Lockhart TX 78644

I AM OPPOSED TO ZONING CHANGE # ZC 18-07.

I AM THE OWNER OF 317 San Jacinto, Lockhart TX 78644  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS  (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY  
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

First of all, a street will be cut through on the  
South side of my property. That will force me to  
deal with more noise, people cutting through my property.  
The more houses they build will bring more people  
causing more issues

SIGNATURE Shane Teague

DATE May 2nd, 2018

# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Carl & Nancy Ohlendorf  
(PLEASE PRINT)

HOME ADDRESS 403 Connolly Cir. Lockhart, Tx

I AM OPPOSED TO ZONING CHANGE # ZC — 18 — 07.

I AM THE OWNER OF 403 Connolly Circle  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS \_\_\_ (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

*The neighborhoods near this proposed development were designed for lots larger than proposed and homes larger than proposed. Maple Street is also used by many students to walk to and from school and many people use it for exercise. The increase in traffic that would come with this development would make the school zone much more hazardous. Lockhart needs good planning, not planning that would increase the danger for our children and neighborhoods.*

SIGNATURE

*Carl Ohlendorf*  
*Nancy Ohlendorf*

DATE 5/7/18

# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Lillian Pfeffer Korn  
(PLEASE PRINT)

HOME ADDRESS 1402 W SAN ANTONIO ST.

I AM OPPOSED TO ZONING CHANGE # ZC — 18 — 07

I AM THE OWNER OF 1402 W SAN ANTONIO ST.  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS    (OR)  **IS NOT**    LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

I AM WORRIED ABOUT LOCKHART'S WATER  
SUPPLY, OVER-POPULATION OF OUR ALREADY CROWDED  
SCHOOLS AND TRAFFIC ON 142 AND MOCKINGBIRD  
THE HIKE AND BIKE TRAIL SHOULD STAY A BIKE  
TRAIL.

SIGNATURE Lillian Pfeffer Korn

DATE 5-6-2018

# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

## City of Lockhart

NAME Stephanie A. Shunick  
(PLEASE PRINT)

HOME ADDRESS 1101 Maple St Lockhart TX 78644

I AM OPPOSED TO ZONING CHANGE # ZC — 18 — 07.

I AM THE OWNER OF 1101 Maple St Lockhart TX 78644  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)  
WHICH IS \_\_\_ (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY  
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

Concern of natural water runoff after  
homes + roads are built. Where will  
all the water go?

Concern for 500+ vehicles on the  
Maple, Spruce, San Jacinto and McKinney  
streets

SIGNATURE Stephanie A Shunick

DATE 5-2-18

# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Richard A. Kilgore and Maryann A. Kilgore  
(PLEASE PRINT)

HOME ADDRESS 404 Connolly Cir, Lockhart, Tx 78644

I AM OPPOSED TO ZONING CHANGE # ZC 18 0.

I AM THE OWNER OF 404 Connolly Cir, Lockhart, Tx 78644  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS      (OR) IS NOT X LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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SIGNATURE Richard A. Kilgore  
Maryann Kilgore

DATE 5-7-18  
5-7-18

# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME PATRICK W. VENGLAR & SPOUSE: VIRGINIA P. VENGLAR  
(PLEASE PRINT)

HOME ADDRESS 428 CONNOLLY CIRCLE  
LOCKHART TX 78644

I AM OPPOSED TO ZONING CHANGE # ZC — 18 — 07.

I AM THE OWNER OF 428 CONNOLLY CIRCLE CLEAR FOX EDITION, SEC ONE  
LOT 21, BLOCK B, 3rd DISTRICT CITY  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)  
WHICH IS \_\_\_ (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY  
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

The NEGATIVE IMPACT ON PROPERTY VALUE.  
OVER CROWDING NEIGHBORHOOD SCHOOL  
THE INCREASED DANGER FOR STUDENTS WALKING TO J.R.H.I.  
THE INCREASED TRAFFIC FLOW ON BUSY STREETS

SIGNATURE Patrick Wenglar  
Virginia P. Wenglar

DATE May 8, 2018  
May 8, 2018 56



# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME John Christian + Tina Lynn Knudsen  
(PLEASE PRINT)

HOME ADDRESS 406 Connolly Circle West

I AM OPPOSED TO ZONING CHANGE # ZC 18 07.

I AM THE OWNER OF 406 Connolly Circle West  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)  
WHICH IS     (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY  
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

This will lower our property values.  
This will greatly increase, vehicle, pedestrian + bicycle TRAFFIC  
much more than leaving it BLD.

SIGNATURE John Christian Knudsen  
Tina Lynn Knudsen

DATE 5-7-18  
5-7-18

# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Juliana Michie  
(PLEASE PRINT)

HOME ADDRESS 431 Connolly Circle

I AM OPPOSED TO ZONING CHANGE # ZC — 13 — 07

I AM THE OWNER OF 431 Connolly Circle  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS     (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

My daughter lives in a similar subdivision  
in Kyle to the one proposed: cheaper housing, small  
lots. This neighborhood has many foreclosed homes,  
now rental properties - high turn-over of residents, noise  
in - Problems: dogs, drugs. There is drug dealer  
across her street, a young man was actually  
killed in her yard! Growth is inevitable - affordable  
housing needed, but not with all of one size  
lots and same-price range of homes. Careful!

SIGNATURE Juliana Michie

DATE May 9, 2018

# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

## City of Lockhart

NAME Larry + Mary Eisenberg  
(PLEASE PRINT)

HOME ADDRESS 1021 Spruce

I AM OPPOSED TO ZONING CHANGE # ZC — 18 — 07

I AM THE OWNER OF 1021 Spruce  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS OR IS NOT IS NOT LOCATED WHOLLY OR PARTIALLY  
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

### REASON FOR OPPOSITION (OPTIONAL)

- ① Undue burden on our already overcrowded schools
- ② Increased traffic across from Bluebonnet Elementary + the Youth Soccer field (safety)
- ③ More impervious surface can cause flooding
- ④ Burden on city services
- ⑤ Burden on Water
- ⑥ could result in property values going down
- ⑦ increased traffic on Spruce + Maple

# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Michael McGomb  
(PLEASE PRINT)

HOME ADDRESS 1025 Spruce

I AM OPPOSED TO ZONING CHANGE # ZC — 18 — 07

I AM THE OWNER OF 1025 Spruce  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS \_\_\_ (OR) IS NOT  LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

Concern for additional traffic on Spruce St.  
concern for strain on water supply

SIGNATURE Michael McGomb

DATE 5/8/18

# WRITTEN PROTEST OF PROPOSED ZONING CHANGE

## City of Lockhart

NAME Howe L. Galle  
(PLEASE PRINT)

HOME ADDRESS 1310 W. SAN ANTONIO

I AM OPPOSED TO ZONING CHANGE # ZC — 18 — 07

I AM THE OWNER OF 1310 W. SAN ANTONIO  
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

not

WHICH ~~IS~~ (OR) ~~IS NOT~~ LOCATED WHOLLY OR PARTIALLY

IS

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

### REASON FOR OPPOSITION (OPTIONAL)

1. Flooding - WATER THAT DRAINS off property  
LC-18-07, gathers in yards on west side of  
SAN ANTONIO street. This causes flooding of  
driveways, carports, storage buildings AND  
in some cases homes.

2. Drainage - Culverts stopped up. No organized  
drainage system. This is why we have problems!

SIGNATURE Howe L. Galle

DATE 5/7/18

3. TRAFFIC - ONE CAR per 270 homes

Two cars for 270 homes = 540 vehicles

Hwy 142 was NOT designed to carry this volume of traffic - Very dangerous!

4. Infrastructure - designed by a Certified Engineer and completed before ANY home construction begins. Citizen Committee to approve ALL construction.

5. Emergency personell must be ADAPTED TO handle addition<sup>n</sup> population (police, firemen, EMS) This means increase in City TAX.

Gene R. Halle  
5/7/18



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
<b>Council Meeting Date:</b> June 5, 2018					
Department: Planning			Initials	Date	
Department Head: Dan Gibson		Asst. City Manager			
Dept. Signature: <i>Dan Gibson</i>		City Manager		<i>DG</i>	<i>6-1-18</i>
Agenda Coordinator/Contact (include phone #): Dan Gibson 398-3461, x236					
<b>ACTION REQUESTED:</b> <input checked="" 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>					
Hold a PUBLIC HEARING on application ZC-18-08 by Raymond Lee on behalf of Liberty Oaks JV, LLC, and discussion and/or action to consider Ordinance 2018-12, for a Zoning Change from RMD Residential Medium Density District to MH Manufactured Home District for 12.644 acres in the James George League, Abstract No. 9, located at 1517 and 1519 Blackjack Street (FM 20), and 1541 Lover's Lane. [WITHDRAWN]					
<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>					
Following neighborhood protests voiced at the May 23 <sup>rd</sup> Planning and Zoning Commission, and recommendations for denial from both staff and the Commission, the applicant sent the attached e-mail withdrawing his application for this zoning change. The item must remain on the Council agenda because notice of the public hearing was already given. The mayor should simply announce for the record that it has been withdrawn, and no other action is necessary.					
<b>STAFF RECOMMENDATION</b>					
There is no longer a need for this application to be considered since it has been withdrawn.					
<b>Supporting Documents:</b>			<b>Board or Commission Recommendation:</b>		
E-mail from applicant withdrawing his application, map, application form.			At their May 23 <sup>rd</sup> meeting, the Planning and Zoning Commission voted unanimously to recommend DENIAL.		

*63*

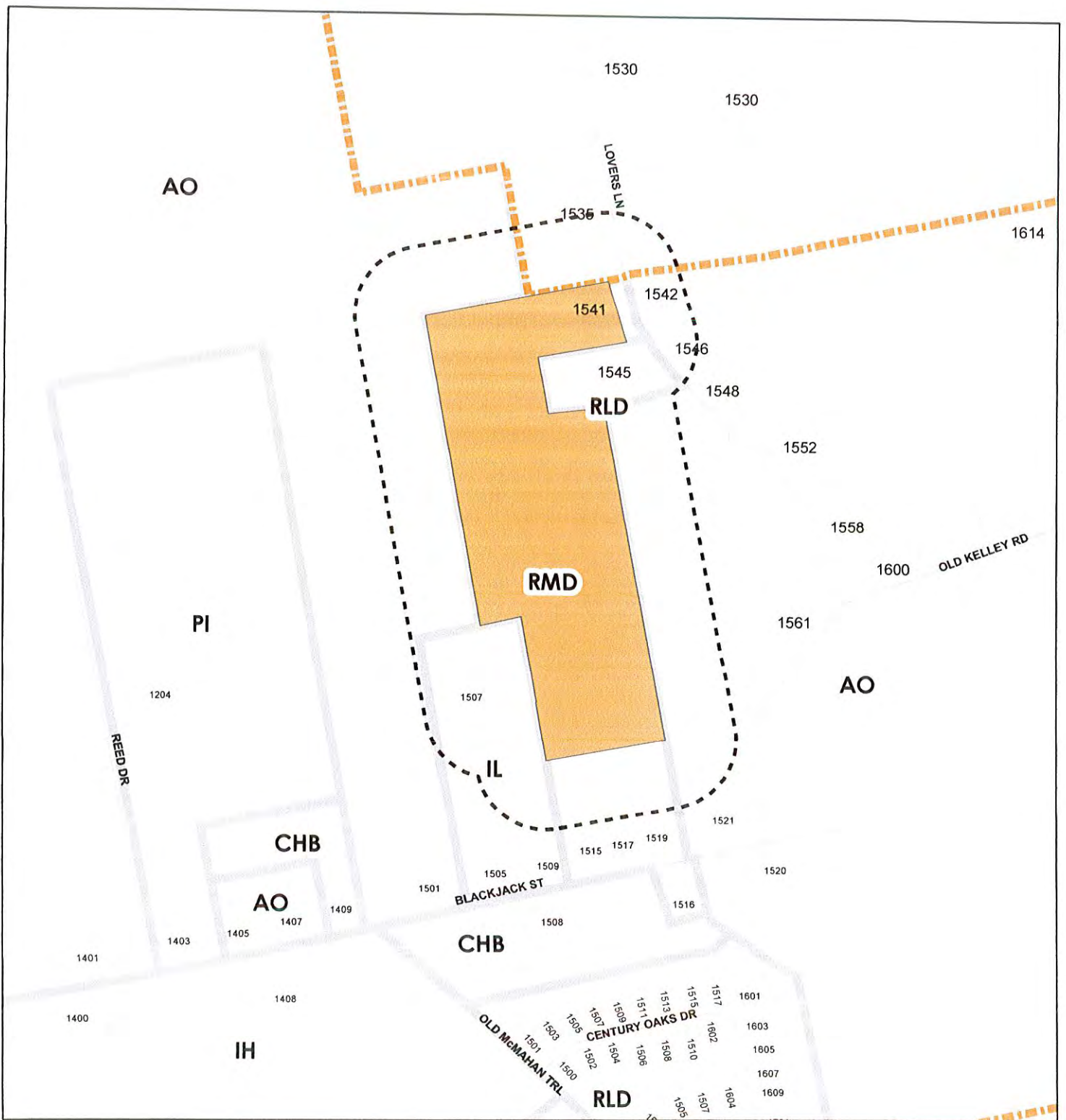
**From:** Vistoro [mailto:ray@vistoro.com]  
**Sent:** Friday, May 25, 2018 5:22 PM  
**To:** Dan Gibson  
**Subject:** Re: ZC-18-08 RMD to MH

Dan,

I wish to withdraw my zoning case, ZC-18-08 RMD to MH.

Ray Lee  
Manager, Liberty Oaks JV, LLC








**ZC-18-08**

RMD TO MH

1517 & 1519 BLACKJACK ST  
1541 LOVER'S LANE



scale 1" = 400'

-  SUBJECT PROPERTY
-  ZONING BOUNDARY
-  CITY LIMITS

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**ZONING CHANGE APPLICATION**

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

**APPLICANT/OWNER**

APPLICANT NAME Raymond Lee ADDRESS 3571 Far West Blvd #248  
DAY-TIME TELEPHONE 512-541-8385 Austin, TX 78731  
E-MAIL ray@vistoro.com  
OWNER NAME Liberty Oaks JV LLC ADDRESS 3571 Far West Blvd #248  
DAY-TIME TELEPHONE 512-541-8385 Austin, TX 78731  
E-MAIL ray@vistoro.com

**PROPERTY**

ADDRESS OR GENERAL LOCATION 1517 and 1519 Blackjack, and 1541 Lover's Lane  
LEGAL DESCRIPTION (IF PLATTED) See attached  
SIZE 12.644 ACRE(S) LAND USE PLAN DESIGNATION General Heavy Commercial and Residential Low Density  
EXISTING USE OF LAND AND/OR BUILDING(S) Agricultural  
PROPOSED NEW USE, IF ANY Manufactured Home Subdivision

**REQUESTED CHANGE**

FROM CURRENT ZONING CLASSIFICATION Residential Medium Density District  
TO PROPOSED ZONING CLASSIFICATION Manufactured Home District  
REASON FOR REQUEST Would like to offer more affordable housing options in  
Lochart. Currently, most planned new housing will be above \$200,000.

lpb

## SUBMITTAL REQUIREMENTS

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

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

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

APPLICATION FEE OF \$ 402.00 PAYABLE TO THE CITY OF LOCKHART AS FOLLOWS:

1/4 acre or less	\$125
Between 1/4 and one acre	\$150
One acre or greater	\$170 plus \$20.00 per each acre over one acre

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

SIGNATURE



DATE 05/03/2018

## OFFICE USE ONLY

ACCEPTED BY

Dan Gibson

RECEIPT NUMBER

798298

DATE SUBMITTED

5-3-18

CASE NUMBER ZC -

18 - 08

DATE NOTICES MAILED

5-7-18

DATE NOTICE PUBLISHED

5-10-18

PLANNING AND ZONING COMMISSION MEETING DATE

5-23-18

PLANNING AND ZONING COMMISSION RECOMMENDATION

5-0 Denial

CITY COUNCIL MEETING DATE

6-5-18

DECISION



**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:</b> June 5, 2018			
Department: Economic Development		Initials	Date
Department Head: Robert Tobias	Asst. City Manager		
Dept. Signature: <i>Robert Tobias</i>	City Manager	<i>[Signature]</i>	6-1-18
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>			
Conduct first reading and discussion regarding Resolution 2018-11 approving a Type B project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Project Soar in an amount not to exceed \$491,049 based on a \$15 million capital investment (includes \$5 million of land purchase) in the project with a minimum of 50 new full-time equivalent (FTE) jobs at an average annual wage of \$35,000 to be created and retained for a minimum of five years.			
<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			
<b>FISCAL YEAR:</b>	<b>PRIOR YEAR (CIP ONLY)</b>	<b>CURRENT YEAR</b>	<b>FUTURE YEARS</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
<b>FUND(S): LEDC, Texas Capital Fund, other</b>			
<b>SUMMARY OF ITEM</b>			
The Lockhart Economic Development Corporation (LEDC) held the required public hearing on April 16, 2018. The board unanimously approved LEDC Resolution 2018-05 at its recent board meeting on May 21, 2018. The LEDC received input from representatives of Project Soar, inputs from staff, and reviewed the Business Information Form.			
<b>STAFF RECOMMENDATION</b>			
Staff respectfully recommends approval of Resolution 2018-11 as presented.			
List of Supporting Documents: Resolution 2018-11, Minutes from April 16, 2018 meeting, Draft LEDC Minutes from May 21, 2018 meeting, LEDC Resolution 2018-05, Public Hearing Notice		Other Departments, Boards, Commissions or Agencies: Lockhart Economic Development Corporation	

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**RESOLUTION NO. 2018-11**

**A RESOLUTION OF THE LOCKHART CITY COUNCIL FOR FUNDING UP TO \$491,049 FOR PROJECT SOAR UNDER THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, AS AMENDED, FOR INFRASTRUCTURE IMPROVEMENTS THAT ARE REQUIRED OR SUITABLE FOR THE DEVELOPMENT, RETENTION, OR EXPANSION OF FACILITIES TO PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES, AND TO CREATE AND MAINTAIN NEW JOBS**

**WHEREAS**, the Lockhart Economic Development Corporation (“LEDC”) is a Type B corporation created and operated pursuant to the Texas Economic Development Act of 1979, as amended (“the Act”); and

**WHEREAS**, the Act provides for the funding of certain projects for the development, retention, or expansion of facilities, including expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, create or retain jobs within the state, promote new or expanded business development, and construct infrastructural improvements for new or expanded business enterprises; and

**WHEREAS**, LEDC approved a project named PROJECT SOAR after proper public notice and a public hearing on April 16, 2018, for an incentive amount not to exceed \$491,049 based on a \$15 million investment, (includes \$5 million for land), with up to 50 new full-time equivalent (FTE) jobs with an average annual wage of \$35,000 to be created and retained for a minimum of ten (10) years; and

**WHEREAS**, the LEDC has determined that PROJECT SOAR (a) meets the requirements for a project under the Act; (b) serves as a public purpose by contributing to the development, retention, or expansion facilities, including expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, and to the creation or retention of jobs within the City, County and State; and (c) should be approved and funded.

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

**SECTION 1.** The facts and findings described in the preamble of this resolution are incorporated herein as if fully set out.

**SECTION 2.** The infrastructure improvements project costs and other associated development costs are HEREBY APPROVED as follows:

The LEDC shall pay up to \$491,049 for infrastructure and other development costs subject to the conditions as set out in Exhibit A Economic Development Performance Agreement attached hereto and in Chapters 501, 504, and 505 of the Texas Economic Development Corporation Act of 1979.

**PASSED AND ADOPTED** at a regular meeting of the Lockhart City Council held on this 5<sup>TH</sup> day of June.

City of Lockhart

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

ATTEST:

APPROVED AS TO FORM:

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

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

**ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT**  
**Approved by LEDC 5-21-2018**

This Economic Development Performance Agreement ("Agreement") is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS ("LEDC"), a Type B Economic Development Corporation, and PROJECT SOAR a limited liability corporation.

**RECITALS**

**WHEREAS**, PROJECT SOAR desires to expand to the City of Lockhart, Texas ("City") and participate in the Economic Development Program established in this Agreement; and

**WHEREAS**, the LEDC desires to establish the Economic Development Program outlined herein and to offer incentives to PROJECT SOAR to locate such business in the City; and

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

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

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

**AGREEMENTS**

Section 1. Recitals

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

Section 2: Term

The term of this Agreement shall be ten (10) years from the 1<sup>st</sup> day of the month following the beginning of business operations by PROJECT SOAR. When used hereafter, the phrase "duration of this Agreement" shall mean the term as defined above.

### Section 3. LEDC Requirements

In consideration of PROJECT SOAR agreement to locate its business within the City and to perform the other acts hereinafter described, LEDC agrees it will:

- (a) To reimburse the Company 50% of the \$491,049 after it purchases the 5.01 acres of land, constructs a \$10 million facility, and receives a Certificate of Occupancy.
- (b) To reimburse the Company the remaining 50% of the \$491,049 after Company provides proof of other associated development costs and the creation of up to 50 FTE jobs with an average annual wage of \$35,000 per year which are subject to the conditions set out herein and in Chapter 505 of the Local Government Code (formerly Section 4B, of the Texas Economic Development Corporation Act of 1979).  
The amount of financial benefit that PROJECT SOAR will retain from the LEDC project funds is subject to the number of jobs created, as described in 4(e) below.
- (c) To reserve another 5 acres adjacent to this site for the future expansion of this Company upon completion of the facility.

### Section 4. PROJECT SOAR Requirements

In consideration of LEDC agreeing to perform the foregoing, PROJECT SOAR agrees:

- (a) To purchase land, announce location, and construct a building and other improvements valued at \$10 million in City of Lockhart;
- (b) Purchase 5.01 acres referenced in this agreement within 60 days after execution of this document;
- (c) Submit construction plans within 90 days of execution of this agreement and begin facility construction within 90 days after City approval of construction plans;
- (d) To complete construction of facility within 18 months of agreement;
- (e) To employ a minimum of 50 Full Time Equivalent ("FTE") employees at an average annual wage of \$35,000 from within the first five years from the date that PROJECT SOAR opens for business and to continue employing at least that number for another 5 years after fulfilling the creation of 50 jobs. The term "Full Time Equivalent," as used in this Agreement, shall mean employment worked by one or more people during a calendar year that is equal to a total of at least 2,080 hours;
- (f) To keep current in the payment of taxes owed to any taxing jurisdiction in which the Property is located.



Section 5. Recapture/Termination

- (a) In the event that PROJECT SOAR begins operating its business, but subsequently discontinues operating its business in such for any reason (a "Business Interruption"), except as a result of fire, explosion, or other casualty or accident, force majeure or other natural disaster, war or civil unrest, a taking under eminent domain, regulatory restrictions of any applicable governmental entity which makes conduct of the PROJECT SOAR illegal or economically untenable, or other event beyond the reasonable control of PROJECT SOAR: (the "Business Interruption Exceptions") for a period of more than one hundred eighty (180) days during the duration of this Agreement, then in such event PROJECT SOAR shall be required to repay to LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following the expiration of such period.
- (b) In the event that PROJECT SOAR shall fail to repay the LEDC within thirty (30) days of the date such repayment is due, PROJECT SOAR hereby agrees that the LEDC may place a lien on the Properties for full repayment of any monies expended. The burden shall be upon PROJECT SOAR to prove to the satisfaction of the LEDC that the discontinuance of operating its business was a result of one of the Business Interruption Exceptions. In the event PROJECT SOAR meets this burden and the LEDC is satisfied that the discontinuance of the operation of the manufacturing facility was the result of events beyond the control of PROJECT SOAR, the parties shall commemorate such satisfaction in a document signed and dated by the Parties. PROJECT SOAR shall then have a period of one (1) year from the date operations of its business were discontinued in which to resume business operations.
- (c) In the event that following a Business Interruption which may reasonably be cured within one year of the cessation of business operations, business operations fail to resume within one (1) year, PROJECT SOAR shall be required to repay LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following the expiration of the one year period. In the event that PROJECT SOAR shall fail to timely repay the LEDC, PROJECT SOAR hereby agrees that the LEDC may place a lien on the Properties for full payment of such monies.
- (d) In the event that PROJECT SOAR allows ad valorem taxes owed to the City of Lockhart, Texas on the Property, or its business personal property or inventory to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, PROJECT SOAR shall be required to repay LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following such event. In the event that PROJECT SOAR shall fail to timely repay the LEDC, PROJECT SOAR hereby agrees that the LEDC may place a lien on PROJECT SOAR assets for full payment of such monies.

Section 6. Certification of Compliance by PROJECT SOAR

On or before March 1 of each year that this Agreement is in effect, PROJECT SOAR shall upon request certify in writing to the LEDC that it is in compliance with all provisions of this Agreement. Such certification shall include any and all documentation required by the LEDC establishing that PROJECT SOAR has met the annual employment requirement for the previous year and that all taxes related to the Property have been paid in full as required by law. The LEDC, upon reasonable notice and at any reasonable time, shall have the right to review any and all records of related to the provisions of this Agreement, including but not limited to FTE positions created or retained, capital investments made, and use or distribution of and direct incentives received.

Section 7. Dispute Resolution, Applicable Law, Venue, and Attorneys Fees

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

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

Section 8. Entire Agreement

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

Section 9. Successors and Assigns

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

Section 10. Notices

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

PROJECT SOAR:

Chief Financial Officer  
2076 Zanker Road  
San Jose, CA 95131

Lockhart Economic Development Corporation:

President  
Lockhart Economic Development Corporation  
308 W. San Antonio  
P.O. Box 239  
Lockhart, TX 78644

Section 11. Interpretation

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

Section 12. Severability

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

Section 13. Mutual Assistance

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

THE LOCKHART ECONOMIC

DEVELOPMENT CORPORATION:

ATTEST:

Vance Rodgers  
Vance Rodgers, LEDC President

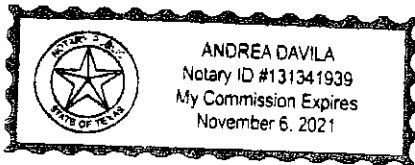
Robert Tobias  
Robert Tobias, LEDC Secretary

Project Soar:

\_\_\_\_\_  
Chief Financial Officer

State of Texas §  
                                  §  
County of Caldwell §

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2018, by Vance Rodgers, known to me to be the President of the Lockhart Economic Development Corporation of Lockhart, Texas.



Andrea Davila  
Notary Public State of Texas

My Commission expires:

\_\_\_\_\_  
November 6, 2021

State of Texas §  
                                  §  
County of \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Dave Vosburg, known to me to be the Chief Financial Officer of Project Soar, a Texas Limited Liability Corporation, acting on behalf of such corporation.

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

My Commission expires:

\_\_\_\_\_

POTENTIAL VALUE OF INCENTIVES PACKAGE

PROSPECT: PROJECT SOAR

APPROVED BY LEDC ON May 21, 2018

Incentives to locate \$15 million project (includes \$5 million for land purchase) to Lockhart with 50 FTE jobs with an average annual wage of \$35,000; total payroll of \$1.75 million

**LEDC INCENTIVES PROPOSED:**

**INCENTIVE AMOUNTS UP TO:**

* Reimburse company for purchase of 5 acres of land adjacent to SH 130 frontage north bound just north of railroad line including surveying, subdividing, and legal fees	\$392,040
** Reimburse impact, building/inspection fees, water/sewer taps	\$59,009
Transformers (with proof of cost to company)	\$40,000
<b>LEDC INCENTIVES PROPOSED UP TO:</b>	<b>\$491,049</b>

LEDC will reimburse company 50% of \$491,049 upon proof of \$10 million facility investment and issuance of a Certificate of Occupancy; reimbursement is % ratio based on investment  
Remainder of \$491,029 to be reimbursed upon proof of new jobs creation; reimbursement is % ratio base on job creation  
All above potential incentives approved by LEDC on 5-21-2018 but subject to final approval by City Council

7-7

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)  
MINUTES  
April 16, 2018 - 6:00 P.M.  
CITY HALL UPSTAIRS MEETING AREA  
308 WEST SAN ANTONIO STREET

**Board Members Present:** Fermin T. Islas, Chairperson; Alan Fielder, Vice-Chair; Nic Irwin; Frank Estrada; Alfredo Munoz

**Board Members Absent:** Morris Alexander; Dyrall Thomas

5 of seven members present creating a quorum of 5 at the time the meeting was called to order.

**Staff Present:** Rob Tobias, Director Economic Development, Vance Rodgers, President LEDC, Jeff Hinson, Vice President

**Guest:** Lawrence Kramer

1. CALL TO ORDER

The Lockhart Economic Development Corporation meeting was called to order at 6:01 p.m. by Fermin T. Islas, Chairman. The members are marked present creating a quorum of 5 at the time the meeting was called to order.

2. DISCUSSION AND/OR ACTION

A. Discussion and/or action to consider approval of the minutes of March 19, 2018.

*Motion to approve the minutes from the March 19, 2018 meeting as presented*

*Motion: Alan Fielder* \_\_\_\_\_ *Second: Nic Irwin* \_\_\_\_\_ *Vote: 5 of 5*

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

*Motion to approve the sales tax and financial report*

*Motion: Alfredo Munoz* \_\_\_\_\_ *Second: Alan Fielder* \_\_\_\_\_ *Vote: 5 of 5*

3. **EXECUTIVE SESSION:** Section 551.087. *We will now enter an Executive Session under Section 551.087 of the Texas Local Government Code at 6:06 PM to deliberate or discuss commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic*



*Motion: Alfredo Munoz* \_\_\_\_\_ *Second: Alan Fielder* \_\_\_\_\_ *Vote: 5 of 5*

*Alan Fielder recommended an amendment to the motion requesting that the President of Economic Development receive and review audited statements from the company.*

*Alfredo Munoz accepted Mr. Fielder's amendment.*

**7. PROJECT UPDATES**

Mr. Tobias reported on various projects he is working on.

**8. ADJOURN**

*Motion to Adjourn*

*Motion: Alan Fielder* \_\_\_\_\_ *Second: Frank Estrada* \_\_\_\_\_ *Vote: 5 of 5*

Minutes approved this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
Fermin T. Islas, Chairman

\_\_\_\_\_  
Vance Rodgers, President, LEDC



- B. Discussion and/or action to consider the approval of LEDC Resolution 2018-05 related to Project Soar and associated Performance Agreement funding up to \$491,049 for land, infrastructure improvements, and related development costs, as well as reserve an option for an additional 5-acre tract to accommodate future expansion, that are required or suitable for the development, retention or expansion of facilities to promote or develop new or expanded business enterprises, and to create and maintain new jobs.

Motion to approve LEDC Resolution 2018-05 as presented.

Motion: Alan Fielder \_\_\_\_\_ Second: Alfredo Munoz \_\_\_\_\_ Vote: 6 of 6

- C. Discuss and consider payment of \$5,347.68 to Caldwell County for new marketing materials and aerial maps developed in partnership with Caldwell County and Luling EDC.

Alan Fielder asked if this was in the budget. Mr. Tobias stated it was in the current budget. Mr. Hinson explained that it was only being brought back to the board due to the amount and to advise the board of the expenditure.

Motion to approve the \$5,347.68 to be paid to Caldwell County for new marketing material and aerial maps

Motion: Alfredo Munoz \_\_\_\_\_ Second: Dyral Thomas \_\_\_\_\_ Vote: 6 of 6

5. **DISCUSSION ONLY**

A. Project Updates

6. **ADJOURN**

Motion to adjourn:

Motion: Nic Irwin \_\_\_\_\_ Second: Alfredo Munoz \_\_\_\_\_ Vote: 6 of 6

**LOCKHART ECONOMIC DEVELOPMENT CORPORATION  
RESOLUTION NO. 2018-05**

**A RESOLUTION OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC) FOR FUNDING UP TO \$491,049 FOR PROJECT SOAR UNDER THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, AS AMENDED, FOR INFRASTRUCTURE IMPROVEMENTS THAT ARE REQUIRED OR SUITABLE FOR THE DEVELOPMENT, RETENTION, OR EXPANSION OF FACILITIES TO PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES, AND TO CREATE AND MAINTAIN NEW JOBS**

**WHEREAS**, the Lockhart Economic Development Corporation (“LEDC”) is a Type B corporation created and operated pursuant to the Texas Economic Development Act of 1979, as amended (“the Act”); and

**WHEREAS**, the Act provides for the funding of certain projects for the development, retention, or expansion of facilities, including expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, create or retain jobs within the state, promote new or expanded business development, and construct infrastructural improvements for new or expanded business enterprises; and

**WHEREAS**, LEDC approved a project named LECC after proper public notice and a public hearing on April 23, 2018, for an incentive amount not to exceed \$491,049 based on a \$15 million investment, (includes \$5 million for land), with up to 50 new full-time equivalent (FTE) jobs with an average annual wage of \$35,000 to be created and retained for a minimum of ten (10) years; and

**WHEREAS**, the LEDC has determined that PROJECT SOAR (a) meets the requirements for a project under the Act; (b) serves as a public purpose by contributing to the development, retention, or expansion facilities, including expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, and to the creation or retention of jobs within the City, County and State; and (c) should be approved and funded.

**NOW, THEREFORE, BE IT RESOLVED BY THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION THAT:**

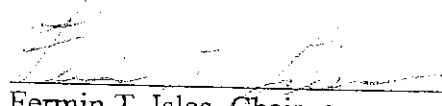
**SECTION 1.** The facts and findings described in the preamble of this resolution are incorporated herein as if fully set out.

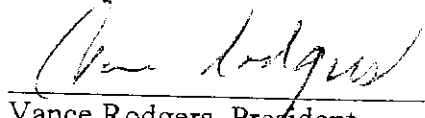
**SECTION 2.** The infrastructure improvements project costs and other associated development costs are HEREBY APPROVED as follows:

The LEDC shall pay up to \$491,049 for infrastructure and other development costs subject to the conditions as set out in Exhibit A Economic Development Performance Agreement attached hereto and in Chapters 501, 504, and 505 of the Texas Economic Development Corporation Act of 1979.

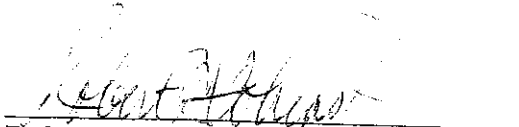
PASSED AND ADOPTED at a meeting of the Lockhart Economic Development Corporation held on this 21<sup>st</sup> day of May, 2018.

**Lockhart Economic Development Corporation**

  
\_\_\_\_\_  
Fermin T. Islas, Chairperson

  
\_\_\_\_\_  
Vance Rodgers, President

**Attest:**

  
\_\_\_\_\_  
Robert Tobias, Secretary

**ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT**  
**Approved by LEDC 5-21-2018**

This Economic Development Performance Agreement ("Agreement") is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS ("LEDC"), a Type B Economic Development Corporation, and PROJECT SOAR a limited liability corporation.

**RECITALS**

**WHEREAS**, PROJECT SOAR desires to expand to the City of Lockhart, Texas ("City") and participate in the Economic Development Program established in this Agreement; and

**WHEREAS**, the LEDC desires to establish the Economic Development Program outlined herein and to offer incentives to PROJECT SOAR to locate such business in the City; and

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

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

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

**AGREEMENTS**

Section 1. Recitals

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

Section 2: Term

The term of this Agreement shall be ten (10) years from the 1<sup>st</sup> day of the month following the beginning of business operations by PROJECT SOAR. When used hereafter, the phrase "duration of this Agreement" shall mean the term as defined above.

### Section 3. LEDC Requirements

In consideration of PROJECT SOAR agreement to locate its business within the City and to perform the other acts hereinafter described, LEDC agrees it will:

- (a) To reimburse the Company 50% of the \$491,049 after it purchases the 5.01 acres of land, constructs a \$10 million facility, and receives a Certificate of Occupancy.
- (b) To reimburse the Company the remaining 50% of the \$491,049 after Company provides proof of other associated development costs and the creation of up to 50 FTE jobs with an average annual wage of \$35,000 per year which are subject to the conditions set out herein and in Chapter 505 of the Local Government Code (formerly Section 4B, of the Texas Economic Development Corporation Act of 1979).  
The amount of financial benefit that PROJECT SOAR will retain from the LEDC project funds is subject to the number of jobs created, as described in 4(e) below.
- (c) To reserve another 5 acres adjacent to this site for the future expansion of this Company upon completion of the facility.

### Section 4. PROJECT SOAR Requirements

In consideration of LEDC agreeing to perform the foregoing, PROJECT SOAR agrees:

- (a) To purchase land, announce location, and construct a building and other improvements valued at \$10 million in City of Lockhart;
- (b) Purchase 5.01 acres referenced in this agreement within 60 days after execution of this document;
- (c) Submit construction plans within 90 days of execution of this agreement and begin facility construction within 90 days after City approval of construction plans;
- (d) To complete construction of facility within 18 months of agreement;
- (e) To employ a minimum of 50 Full Time Equivalent ("FTE") employees at an average annual wage of \$35,000 from within the first five years from the date that PROJECT SOAR opens for business and to continue employing at least that number for another 5 years after fulfilling the creation of 50 jobs. The term "Full Time Equivalent," as used in this Agreement, shall mean employment worked by one or more people during a calendar year that is equal to a total of at least 2,080 hours;
- (f) To keep current in the payment of taxes owed to any taxing jurisdiction in which the Property is located.

Section 5. Recapture/Termination

- (a) In the event that PROJECT SOAR begins operating its business, but subsequently discontinues operating its business in such for any reason (a "Business Interruption"), except as a result of fire, explosion, or other casualty or accident, force majeure or other natural disaster, war or civil unrest, a taking under eminent domain, regulatory restrictions of any applicable governmental entity which makes conduct of the PROJECT SOAR illegal or economically untenable, or other event beyond the reasonable control of PROJECT SOAR: (the "Business Interruption Exceptions") for a period of more than one hundred eighty (180) days during the duration of this Agreement, then in such event PROJECT SOAR shall be required to repay to LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following the expiration of such period.
- (b) In the event that PROJECT SOAR shall fail to repay the LEDC within thirty (30) days of the date such repayment is due, PROJECT SOAR hereby agrees that the LEDC may place a lien on the Properties for full repayment of any monies expended. The burden shall be upon PROJECT SOAR to prove to the satisfaction of the LEDC that the discontinuance of operating its business was a result of one of the Business Interruption Exceptions. In the event PROJECT SOAR meets this burden and the LEDC is satisfied that the discontinuance of the operation of the manufacturing facility was the result of events beyond the control of PROJECT SOAR, the parties shall commemorate such satisfaction in a document signed and dated by the Parties. PROJECT SOAR shall then have a period of one (1) year from the date operations of its business were discontinued in which to resume business operations.
- (c) In the event that following a Business Interruption which may reasonably be cured within one year of the cessation of business operations, business operations fail to resume within one (1) year, PROJECT SOAR shall be required to repay LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following the expiration of the one year period. In the event that PROJECT SOAR shall fail to timely repay the LEDC, PROJECT SOAR hereby agrees that the LEDC may place a lien on the Properties for full payment of such monies.
- (d) In the event that PROJECT SOAR allows ad valorem taxes owed to the City of Lockhart, Texas on the Property, or its business personal property or inventory to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, PROJECT SOAR shall be required to repay LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following such event. In the event that PROJECT SOAR shall fail to timely repay the LEDC, PROJECT SOAR hereby agrees that the LEDC may place a lien on PROJECT SOAR assets for full payment of such monies.

Section 6. Certification of Compliance by PROJECT SOAR

On or before March 1 of each year that this Agreement is in effect, PROJECT SOAR shall upon request certify in writing to the LEDC that it is in compliance with all provisions of this Agreement. Such certification shall include any and all documentation required by the LEDC establishing that PROJECT SOAR has met the annual employment requirement for the previous year and that all taxes related to the Property have been paid in full as required by law. The LEDC, upon reasonable notice and at any reasonable time, shall have the right to review any and all records of related to the provisions of this Agreement, including but not limited to FTE positions created or retained, capital investments made, and use or distribution of and direct incentives received.

Section 7. Dispute Resolution, Applicable Law, Venue, and Attorneys Fees

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

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

Section 8. Entire Agreement

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

Section 9. Successors and Assigns

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

Section 10. Notices

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

PROJECT SOAR:

Chief Financial Officer  
2076 Zanker Road  
San Jose, CA 95131

Lockhart Economic Development Corporation:

President  
Lockhart Economic Development Corporation  
308 W. San Antonio  
P.O. Box 239  
Lockhart, TX 78644

Section 11. Interpretation

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

Section 12. Severability

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

Section 13. Mutual Assistance

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

THE LOCKHART ECONOMIC



**DEVELOPMENT CORPORATION:**

**ATTEST:**

*Vance Rodgers*  
Vance Rodgers, LEDC President

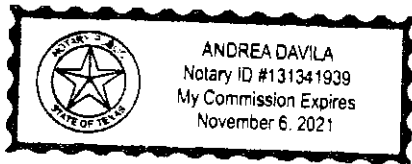
*Róbert Tobias*  
Róbert Tobias, LEDC Secretary

**Project Soar:**

\_\_\_\_\_  
Chief Financial Officer

State of Texas       §  
                                  §  
County of Caldwell   §

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2018, by Vance Rodgers, known to me to be the President of the Lockhart Economic Development Corporation of Lockhart, Texas.



*Andrea Davila*  
Notary Public State of Texas

My Commission expires:

November 6, 2021

State of Texas       §  
                                  §  
County of \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Dave Vosburg, known to me to be the Chief Financial Officer of Project Soar, a Texas Limited Liability Corporation, acting on behalf of such corporation.

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

My Commission expires:

\_\_\_\_\_

**POTENTIAL VALUE OF INCENTIVES PACKAGE**

**PROSPECT: PROJECT SOAR**

APPROVED BY LEDC ON May 21, 2018

Incentives to locate \$15 million project (includes \$5 million for land purchase) to Lockhart with 50 FTE jobs with an average annual wage of \$35,000; total payroll of \$1.75 million

**LEDC INCENTIVES PROPOSED:**

**INCENTIVE AMOUNTS UP TO:**

* Reimburse company for purchase of 5 acres of land adjacent to SH 130 frontage north bound just north of railroad line including surveying, subdividing, and legal fees	\$392,040
** Reimburse impact, building/inspection fees, water/sewer taps	\$59,009
Transformers (with proof of cost to company)	\$40,000

**LEDC INCENTIVES PROPOSED UP TO:**

**\$491,049**

LEDC will reimburse company 50% of \$491,049 upon proof of \$10 million facility investment and issuance of a Certificate of Occupancy; reimbursement is % ratio based on investment  
Remainder of \$491,029 to be reimbursed upon proof of new jobs creation; reimbursement is % ratio base on job creation  
All above potential incentives approved by LEDC on 5-21-2018 but subject to final approval by City Council

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**LOCKHART ECONOMIC DEVELOPMENT CORPORATION  
PUBLIC HEARING NOTICE**

The Directors of the Lockhart Economic Development Corporation (LEDC) will conduct a public hearing on Monday, April 16, 2018, at 6:00 p.m. in the Glosserman Room at Lockhart City Hall, 308 West San Antonio Street, Lockhart, Texas to discuss a project under Section 4B of the Texas Economic Development Corporation Act of 1979.

The Public Hearing is to consider a new project, Project Soar, which is considering an expansion to Lockhart. The company plans to purchase property on which to build a manufacturing facility. The initial capital investment is estimated at \$15,000,000 (includes \$5 million for purchase of land) and the company will create up to 75 new jobs. The LEDC will be considering possible reimbursable incentives to be offered to the company to help facilitate their investment and expansion to Lockhart.

All interested parties are encouraged to attend and present their views. Persons with disabilities that plan to attend this meeting should contact the City Secretary's office to arrange for assistance. Individuals who require aids or services for this meeting should contact City Hall at least two days before the meeting.

Lockhart Economic Development Corporation

**REGULAR MEETING  
LOCKHART CITY COUNCIL**

**MAY 15, 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:**

Vance Rodgers, City Manager  
Dan Gibson, City Planner  
Rob Tobias, Economic Development Director  
Erin Westmoreland, Municipal Court Manager

Connie Constancio, City Secretary  
Jeff Hinson, Finance Director  
Sean Kelley, Water/Wastewater Superintendent

**Citizens/Visitors Addressing the Council:** Tim Condon, Representative of Lockhart Emergency Care Center; Chris Van Heerde of HMT Engineering; Dan Brouillette and Tu Anh Cloteaux of DR Horton; James Milsner, Realtor; Mike London, Austin Resident; and, Citizens James Starks, Robert Steinbomer, William Stanley, Rebecca Uitermarkt, and Tim Schuelke.

**Work Session 6:30 p.m.**

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

**DISCUSSION ONLY**

**A. DISCUSS RESOLUTION 2018-09 RESCINDING RESOLUTION 2017-10 RELATED TO THE LOCKHART EMERGENCY CARE CENTER, LLC PROJECT AND ASSOCIATED PERFORMANCE AGREEMENT FUNDING UP TO \$393,000 FOR LAND, INFRASTRUCTURE, IMPROVEMENTS AND RELATED DEVELOPMENT COSTS THAT ARE REQUIRED OR SUITABLE FOR THE DEVELOPMENT, RETENTION OR EXPANSION OF FACILITIES TO PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES, AND TO CREATE AND MAINTAIN NEW JOBS.**

Mr. Tobias stated that the Lockhart Economic Development Corporation (LEDC) rescinded Resolution 2018-02, the previous 4B economic development project proposed by Lockhart Emergency Care Center, LLC (LECC) in order to consider a new project with a larger scope. Council Resolution 2018-09 rescinds City Council Resolution 2017-10 for the original LECC project so that a new project can be considered by the City Council. Mr. Tobias recommended approval.

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**B. DISCUSS RESOLUTION 2018-10 APPROVING A TYPE B PROJECT UNDER SECTION 4B OF THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, AS AMENDED, FOR FUNDING OF LOCKHART EMERGENCY CARE CENTER, LLC IN AN AMOUNT NOT TO EXCEED \$466,000 BASED ON A \$11.3 MILLION CAPITAL INVESTMENT (INCLUDES \$1.3 MILLION OF LAND PURCHASE) IN THE PROJECT WITH A MINIMUM OF 30 NEW FULL-TIME EQUIVALENT (FTE) JOBS AT AN AVERAGE HOURLY WAGE OF \$30.00 TO BE CREATED AND RETAINED FOR A MINIMUM OF TEN (10) YEARS.**

Mr. Tobias stated that the LEDC held the required public hearing regarding the project and unanimously approved LEDC Resolution 2018-03 at its recent board meeting on April 23, 2018. The LEDC received input from representatives of LECC, inputs from staff, and reviewed the Economic Impact Data Sheet. Two readings of the Resolution are required during the regular meeting.

**C. DISCUSS RESCINDING THE CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT DATED OCTOBER 17, 2017 AND TO REPLACE WITH THE PROPOSED CHAPTER 380 AGREEMENT DATED MAY 15, 2018 BETWEEN THE CITY OF LOCKHART AND LOCKHART EMERGENCY CARE CENTER, LLC, WHEREBY THE COMPANY AGREES TO EXPAND ITS BUSINESS INTO THE CITY OF LOCKHART AND TO INVEST AN ESTIMATED \$10 MILLION IN BUILDING, EQUIPMENT AND INFRASTRUCTURE, EXCLUDING LAND, AND TO EMPLOY A MINIMUM OF THIRTY (30) NEW FULL-TIME EQUIVALENT JOBS WITH AN AVERAGE WAGE OF \$30.00 PER HOUR THROUGHOUT THE TERM OF THE AGREEMENT IN EXCHANGE FOR PROPERTY TAX REBATES POTENTIALLY AMOUNTING TO \$458,250 OVER A TEN (10) YEAR PERIOD.**

Mr. Tobias stated that the City is authorized by the Texas Local Government Code to promote state and local economic development and to stimulate business and commercial activity within the City. The proposed 380 Economic Development Program Agreement indicates the maximum amount of property tax rebates by year that will be paid to the company over a five-year period as long as the company complies with creating and maintaining 30 full-time equivalent jobs and the average wage of \$30.00 per hour for the ten-year period of the agreement. Failure to maintain the full-time equivalent jobs and the average wage will result in reduction of property tax rebate on a ratio basis. The tax rebate cannot include property tax paid on the land. Mr. Tobias recommended approval.

Tim Condon, Representative of LECC, stated that the project was revised to change the building plans to abide with Federal and State regulations for an emergency room because Federal and State regulations for a hospital requires additional square footage.

**D. DISCUSS MINUTES OF THE CITY COUNCIL MEETING OF MAY 1, 2018.**

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

**E. DISCUSS 2<sup>ND</sup> QUARTER FISCAL YEAR 2018 INVESTMENT REPORT.**

Mr. Hinson stated that the Texas Public Investment Act requires local governments to review and accept a Quarterly Investment Report for each quarterly reporting period of the year. He provided information regarding the following topics in the 2<sup>nd</sup> Quarter Fiscal Year 2018 report:

- Quarterly Investment Report.
- Investment Portfolio Summary.
- Cash Accounts.
- Marketable Securities Transaction Summary.
- Investment Pool Transactions Summary.
- Certificates of Deposit Transaction Summary.
- Investment Pools.
- Bank of the Ozarks Collateralization.

**F. DISCUSS RECOMMENDATION TO AWARD BID TO FUQUAY, INC., OF NEW BRAUNFELS, TEXAS, IN THE AMOUNT OF \$148,071.20 FOR STREET REPAIRS AND PAVING CONSISTING OF 980 SY OF 10" MILL, 980 SY OF 8" TYPE B BLACK BASE, 8,280 SY OF 2" HMAC, 7,300 SY OF UNDERSEAL ON MOCKINGBIRD LANE, SAN JACINTO STREET, CIBILO STREET AND PRAIRIE LEA STREET, AND APPOINTING THE MAYOR TO SIGN ALL CONTRACTUAL DOCUMENTS.**

Mr. Kelley stated that these street repairs are part of the 2018 Street Improvements Projects previously approved by Council. Bids were advertised in compliance with State law for the paving and repairs of Mockingbird Lane, San Jacinto Street, Cibilo Street and Prairie Lea Street. Four bids were received ranging from \$148,071.20 to \$230,578. The lowest bid was submitted by Fuquay, Inc. This company has a commendable reputation in the construction business along with the personnel and equipment to get the job done successfully and on time. Mr. Kelley recommended approval. There was discussion.

**G. DISCUSS A BUY BOARD PURCHASE OF A CASE 590SN BACKHOE FOR A PRICE OF \$103,725.64 TO BE PAID WITH 2015 CAPITAL OUTLAY FUNDS. THIS BACKHOE WOULD REPLACE A UNIT THAT IS MORE THAN 20 YEARS OLD.**

Mr. Kelley stated that the oldest backhoe in the department's fleet was purchased back in 1997. It has been used for multiple 2015 certificates of obligation projects. This backhoe has undergone several repairs during this time including the replacement of multiple hydraulic components, several cylinder replacements, hose replacements and other various repairs. Staff uses these backhoes to repair water services, water mains, leaks at the well fields, sewer services, sewer mains, and maintenance projects for both water and wastewater. There is substantial savings by doing maintenance and replacement projects in-house. The savings by having city staff do these types of projects over the five years has totaled to approximately \$147,000. The capabilities of the new backhoe would include 4-wheel drive and an extendable rear backhoe boom. This new backhoe would be used for future water and wastewater projects, maintenance of the existing lines in town and could be used to save money by performing some of the certificates of obligation projects in-house. The best price for equipment is through Buy Board which has already gone through the public bidding process. The price for the unit is \$103,725.64. Mr. Kelley recommended approval. There was discussion.

**H. DISCUSS APPOINTMENT OF ERIN WESTMORELAND AS ASSOCIATE MUNICIPAL COURT JUDGE.**

Mr. Rodgers stated that Erin Westmoreland has almost eight years of experience in the Lockhart Municipal Court. She was promoted to Municipal Court Manager almost one year ago. There are times when Judge Coggins must be absent from the Court, and the Associate Judge can step in and handle the Court's business. If approved, Ms. Westmoreland would start her required training as soon as classes are available. The stipend for the additional duty would be \$500 per month as previously approved by Council. The City Manager has discussed this issue with Municipal Court Judge Coggins and he concurs with recommending Ms. Westmoreland's appointment. Mr. Rodgers recommended approval.

Ms. Westmoreland explained that the Presiding Judge's office hours are 9:00 am-12(noon), Monday through Thursday. In addition to using an Associate Court Judge during the Presiding Judge's absence, it would be beneficial to patrons to be able to see an Associate Judge to take care of their citations after the Judge's normal office hours.

There was discussion.

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

**REGULAR MEETING****ITEM 1. CALL TO ORDER.**

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

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

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

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

Mayor White requested citizens to address the Council on issues that are not listed on the agenda. There were none.

**ITEM 6-E. APPROVE APPOINTMENT OF ERIN WESTMORELAND AS ASSOCIATE MUNICIPAL COURT JUDGE.**

Mayor Pro-Tem Sanchez made a motion to appoint Erin Westmoreland as Associate Municipal Court Judge. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

**ITEM 4-A. HOLD A PUBLIC HEARING ON APPLICATION ZC-18-07 BY HMT ENGINEERING & SURVEYING ON BEHALF OF COTTONWOOD COMMONS, LLC FOR A ZONING CHANGE FROM RLD RESIDENTIAL LOW DENSITY DISTRICT TO PDD PLANNED DEVELOPMENT DISTRICT, INCLUDING APPLICATION PDD-18-02, A PLANNED DEVELOPMENT DISTRICT DEVELOPMENT PLAN FOR VINTAGE SPRINGS SUBDIVISION, PDD, A PROPOSED REPLAT OF LOT 1, BLOCK 2, AND LOT 2, BLOCK 1, TEXAS HERITAGE SUBDIVISION, CONSISTING OF A TOTAL OF 67.17 ACRES LOCATED AT 300 AND 411 MOCKINGBIRD LANE.**

Mayor White opened the public hearing at 7:35 p.m. and requested the staff report.

Mr. Gibson stated that the PDD zoning classification is intended to accommodate developments with characteristics that may deviate from normal City standards. In return for such flexibility, the PDD requires an early commitment on the part of the developer in terms of the site layout, land uses, and amenities. Unlike conventional zoning classifications that cannot have conditions attached, the PDD classification is subject to the conditions represented by the development plan, which is adopted by-reference and cannot be changed except through the rezoning process. The subject property is proposed to be replatted into generous public open spaces and 270 residential lots that are smaller than the minimum required by our conventional residential zoning classifications. The proposed use is single-family detached residential, and the lots will be a minimum of 45 feet wide and 100 feet deep, although most lots will be 120 feet deep and corner lots will be at least 55 feet wide. The gross density of the subdivision is four dwelling units per acre, which is considered low density and is, therefore, consistent with the Low Density Residential designation shown on the future land use plan map. The development would involve construction of Maple Street to provide access to San Jacinto Street, and the City is working with the developer to also complete the last remaining segment of Maple Street to connect to the dead end at the northeast corner of the Meadows at Clearfork Subdivision. Maple Street would then be continuous between San Jacinto Street and City Line Road. This will provide multiple routes not only for the residents of the subdivision, but also for residents of existing homes in the surrounding area. The development would consist of several detention ponds. He reminded the Council that a new subdivision is required to be engineered to improve drainage; not to make it worse. All streets, drainage, utilities, and parkland will meet City standards. In addition, sidewalks will be provided on both sides of all streets, even where not required, and a ten-foot wide hike/bike trail is proposed through an internal greenbelt in the approximate location shown on the City's sidewalk and trail plan. Although the lots will be narrow, the houses in this subdivision are proposed to average 1,700 square feet in floor area, with many being two-story. All houses will also have two-car garages. The minimum side building setbacks will be the same as required by the existing RLD zoning classification of the property. Various aesthetic standards and landscaping provisions are listed on the PDD Development Plan. These are amenities that the City doesn't require in the standard residential zoning districts. Owners of 29 percent of the land area within 200 feet of the subject property submitted letters of protest, so a minimum of six affirmative votes is required for approval. Mr. Gibson stated that the Planning and Zoning Commission voted 4-2 to recommend approval and that staff recommends approval.

Mayor White requested the applicant to address the Council.

Chris Van Heerde of HMT Engineering and Surveying requested that consideration of the zoning change be tabled so that the applicants would have time to have a separate meeting with the area residents, and he provided details regarding the following:

- Subdivision options that included a view of the preliminary plat.
- Playgrounds.
- Dog parks.
- Hike and bike trails.
- Detention ponds.
- Lot sizes.
- Multiple routes in and out of the proposed subdivision.



Dan Brouillette of DR Horton provided the following details regarding the homes to be built:

- Various house plans with several square footage options and sale prices.
- Examples of various cottage style themes and paint colors.
- Various hardiplank style options such as board and batten, shaker shingle and lap siding.
- Viewed examples of the existing homes in the Cottonwood Creek subdivision in San Marcos that would also be built in the proposed Vintage Springs Subdivision.

James Milsner, 100 East Whitestone Blvd., Cedar Park, real estate agent for the property owner, stated that the property owners would like the property to be developed for families. The property owner also donated the property for Bluebonnet Elementary and for the sidewalk right of way.

There was discussion regarding access in and out of the proposed subdivision.

Tu Anh Cloteaux of DR Horton stated that existing subdivisions with homes built by DR Horton in other cities have a home owners association. She stated that she is not aware of those homeowners having any issues with the neighborhood or with traffic near a school. Also, the space between homes in the proposed subdivision in Lockhart would be 15 feet.

RECESS: Mayor White announced that the Council would recess for a break at 9:11 p.m.

Mayor White announced that the Council would reconvene the meeting at 9:19 p.m.

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

Mike London, 1306 Winsted Lane, Austin, TX, spoke in favor of the proposed development. He stated that he is in the process of moving to downsize and thought that he would not like a smaller DR Horton home. After touring a DR Horton home, he was pleased with their open floor plan and realized that he would be comfortable in the smaller home. He stated that fear depends on exposure to the facts and that the fears may not be justified.

Mayor White requested citizens against the zoning change to address the Council.

James Starks, 401 San Jacinto, spoke against the zoning change and stated that he believes that the quality of their neighborhood would decrease with the additional homes. He stated that the neighborhood was under the impression that the item would be tabled and that if they knew that the Council was going to continue with the public hearing, many more citizens would have come to the meeting to express opposition. He requested that the zoning change be denied and that the lots remain zoned RLD.

Robert Steinbomer, 321 San Jacinto, spoke against the zoning change. He stated that his home floods now with extreme heavy rains and believes that the development might increase the instances of flooding. He requested that any development in the area follow the residential low density zoning as outlined in the Lockhart 2020 Comprehensive Plan. He also stated that the traffic would significantly increase in the neighborhood. The neighborhood was under the impression that the item was going to be tabled. Had the others known that the Council was going to continue with the public hearing, the Council Chambers would be filled with citizens in opposition.

William Stanley, 1232 Spruce, spoke against the zoning change. He stated that he hand delivered a letter at City Hall today addressed to Council providing many reasons that he is opposed to the zoning change. He stated that he believed that the detention ponds would be dangerous for children and that they should be fenced. He also stated that the homes would be too close together and that he is surprised that Council was continuing with the public hearing after the neighborhood was informed that the item would be tabled. He suggested that the developers meet with the neighborhood to answer questions and concerns before the Council takes action.

Rebecca Uitermarkt, 514 Christophers Cove, spoke against the zoning change. She expressed concern about possible flooding at her house because water currently reaches about one-half inch from her back door during heavy rains. She stated that she believes that the development would direct more water to flow into her backyard thereby causing indoor flooding. She also stated that the schools surrounding the neighborhood are already at the maximum student capacity.

Tim Schuelke, 502 St. Thomas, spoke against the zoning change. He stated that they purchased the home based on the current residential low density zoning surrounding his home to remain. He also expressed concern about the detention ponds and stated that he believed that additional traffic would be dangerous. The schools surrounding the neighborhood are already at the maximum student capacity.

Mayor White requested additional citizens against the zoning change to address the Council. There were none. He closed the public hearing at 9:35 p.m.

Mayor White announced that HMT Engineering requested that the item be tabled until the June 5, 2018 Council meeting to allow them the opportunity to meet with the area residents to discuss issues of concern. Mayor White also clarified that if there was a notice distributed to the neighborhood that indicated that the item would be tabled, it was not created by or distributed by the City.

**ITEM 4-B. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2018-11 AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS LOT 1, BLOCK 2, AND LOT 2, BLOCK 1, TEXAS HERITAGE SUBDIVISION, CONSISTING OF A TOTAL OF 67.17 ACRES LOCATED AT 300 AND 411 MOCKINGBIRD LANE, FROM RLD RESIDENTIAL LOW DENSITY DISTRICT TO PDD PLANNED DEVELOPMENT DISTRICT, INCLUDING A PLANNED DEVELOPMENT DISTRICT DEVELOPMENT PLAN FOR VINTAGE SPRINGS SUBDIVISION PLANNED DEVELOPMENT DISTRICT (PDD).**

Mayor Pro-Tem Sanchez made a motion to table the item until the June 5, 2018 Council meeting. Councilmember McGregor seconded.

Councilmember McGregor stated that she hoped that the developers, builder and neighborhood could work together to establish a suitable subdivision that is acceptable to everyone affected.

Dan Brouillette of DR Horton requested that citizens with concerns provide him their name and address to allow them to send notification about an upcoming neighborhood meeting to discuss concerns about the development. Mr. Gibson stated that he also has the names and addresses of property owners within 200 feet and of those that expressed opposition at the Planning and Zoning Commission.

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

**ITEM 5-A. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2018-09 RESCINDING RESOLUTION 2017-10 RELATED TO THE LOCKHART EMERGENCY CARE CENTER, LLC PROJECT AND ASSOCIATED PERFORMANCE AGREEMENT FUNDING UP TO \$393,000 FOR LAND, INFRASTRUCTURE, IMPROVEMENTS AND RELATED DEVELOPMENT COSTS THAT ARE REQUIRED OR SUITABLE FOR THE DEVELOPMENT, RETENTION OR EXPANSION OF FACILITIES TO PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES, AND TO CREATE AND MAINTAIN NEW JOBS.**

Mayor Pro-Tem Sanchez made a motion to approve Resolution 2018-09, as presented. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

**ITEM 5-B. CONDUCT FIRST READING AND DISCUSSION REGARDING RESOLUTION 2018-10 APPROVING A TYPE B PROJECT UNDER SECTION 4B OF THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, AS AMENDED, FOR FUNDING OF LOCKHART EMERGENCY CARE CENTER, LLC IN AN AMOUNT NOT TO EXCEED \$466,000 BASED ON A \$11.3 MILLION CAPITAL INVESTMENT (INCLUDES \$1.3 MILLION OF LAND PURCHASE) IN THE PROJECT WITH A MINIMUM OF 30 NEW FULL-TIME EQUIVALENT (FTE) JOBS AT AN AVERAGE HOURLY WAGE OF \$30.00 TO BE CREATED AND RETAINED FOR A MINIMUM OF TEN (10) YEARS.**

Mr. Tobias read Resolution 2018-10 in its entirety.

**ITEM 6. CONSENT AGENDA.**

Mayor White requested that consent agenda item 6D be pulled for additional discussion.

Mayor Pro-Tem Sanchez made a motion to approve consent agenda items 6A, 6B, and 6C. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

The following are the consent agenda items that were approved:

- 6A: Approve minutes of the City Council meeting of May 1, 2018.
- 6B: Accept 2<sup>nd</sup> Quarter Fiscal Year 2018 Investment Report.
- 6C: Approve recommendation to award bid to Fuquay, Inc., of New Braunfels, Texas, in the amount of \$148,071.20 for street repairs and paving consisting of 980 SY of 10" Mill, 980 SY of 8" Type B Black Base, 8,280 SY of 2" HMAC, 7,300 SY of Underseal on Mockingbird Lane, San Jacinto Street, Cibilo Street and Prairie Lea Street, and appointing the Mayor to sign all contractual documents.

**ITEM 6-D. APPROVE A BUY BOARD PURCHASE OF A CASE 590SN BACKHOE FOR A PRICE OF \$103,725.64 TO BE PAID WITH 2015 CAPITAL OUTLAY FUNDS. THIS BACKHOE WOULD REPLACE A UNIT THAT IS MORE THAN 20 YEARS OLD.**

Mayor White requested Tim Schuelke to address the council.

Tim Schuelke, 502 St. Thomas, stated that he believed that the city should have solicited quotes from all vendors instead of going through the Buy Board. He stated that he believed that another vendor should be given an opportunity to bid on a backhoe which he believes is of better quality than what was selected.

Mr. Rodgers explained that the Buy Board solicits bids on behalf of governmental entities. He explained that a Case product was selected because the old backhoe was also a Case machine which has been very dependable. Mr. Rodgers stated that the city also reviewed bids on the backhoe by the HGAC and the State purchasing board.

Mayor Pro-Tem Sanchez made a motion to approve the purchase of a backhoe up to the price of \$103,725.64. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

**ITEM 7-A. CONDUCT SECOND READING AND DISCUSSION AND/OR ACTION REGARDING RESOLUTION 2018-10 APPROVING A TYPE B PROJECT UNDER SECTION 4B OF THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, AS AMENDED, FOR FUNDING OF LOCKHART EMERGENCY CARE CENTER, LLC IN AN AMOUNT NOT TO EXCEED \$466,000 BASED ON A \$11.3 MILLION CAPITAL INVESTMENT (INCLUDES \$1.3 MILLION OF LAND PURCHASE) IN THE PROJECT WITH A MINIMUM OF 30 NEW FULL-TIME EQUIVALENT (FTE) JOBS AT AN AVERAGE HOURLY WAGE OF \$30.00 TO BE CREATED AND RETAINED FOR A MINIMUM OF TEN (10) YEARS.**

Mr. Tobias read Resolution 2018-10 in its entirety.

Councilmember Michelson made a motion to approve Resolution 2018-10, as presented. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

**ITEM 7-B. DISCUSSION AND/OR ACTION REGARDING RESCINDING THE CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT DATED OCTOBER 17, 2017 AND TO REPLACE WITH THE PROPOSED CHAPTER 380 AGREEMENT DATED MAY 15, 2018 BETWEEN THE CITY OF LOCKHART AND LOCKHART EMERGENCY CARE CENTER, LLC, WHEREBY THE COMPANY AGREES TO EXPAND ITS BUSINESS INTO THE CITY OF LOCKHART AND TO INVEST AN ESTIMATED \$10 MILLION IN BUILDING, EQUIPMENT AND INFRASTRUCTURE, EXCLUDING LAND, AND TO EMPLOY A MINIMUM OF THIRTY (30) NEW FULL-TIME EQUIVALENT JOBS WITH AN AVERAGE WAGE OF \$30.00 PER HOUR THROUGHOUT THE TERM OF THE AGREEMENT IN EXCHANGE FOR PROPERTY TAX REBATES POTENTIALLY AMOUNTING TO \$458,250 OVER A TEN (10) YEAR PERIOD.**

Mr. Tobias stated that in October 2017, the Council approved a Chapter 380 Agreement on the Lockhart Emergency Care Center project that is being returned with revisions to the project. The proposed revised 380 Economic Development Program Agreement states that the maximum amount of property tax rebates by year that will be paid to the company over a five-year period as long as the company complies with creating and maintaining 30 full-time equivalent jobs and the average wage of \$30.00 per hour for the ten-year period of the agreement. Failure to maintain the full-time equivalent jobs and the average wage will result in reduction in property tax rebate on a ratio basis. The tax rebate cannot include property tax paid on the land. Mr. Tobias recommended approval.

Councilmember McGregor made a motion to rescind the Chapter 380 Economic Development Program Agreement dated October 17, 2017 and to replace it with the Chapter 380 Economic Development Program Agreement dated May 15, 2018, as presented. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

**ITEM 7-C. DISCUSSION AND/OR ACTION REGARDING APPOINTMENTS TO VARIOUS BOARDS, COMMISSIONS OR COMMITTEES.**

Mayor White requested appointments to boards and commissions.

Councilmember Castillo made a motion to appoint Oscar Torres to the Construction Board. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

There were no additional appointments.

**ITEM 8. CITY MANAGER'S REPORT, PRESENTATION AND POSSIBLE DISCUSSION.**

- Update: City Wastewater Crew is completing reroute of new sewer main on N. Church Street north of Pecan Street which was planned when the two sewer lift stations in the area were eliminated on previous projects.
- Update: Library personnel have started preparation for the popular Summer Reading Program.
- Update: Beginning June 1, Utility payments will be accepted at the Municipal Court drive-thru; all other utility related services will still be at City Hall or on line.
- Update: Preparation meetings for CTR events have begun.
- Update: City Pool will open June 12; Splash Pad opened on May 1.
- Update: Clearfork Meadows Phase III infrastructure is now complete and KB Homes has started two units.
- Update: The City will again have the Summer Fan Program; donations are welcomed.
- Update: Bids will go out soon for new large water mains on the west side of town that will feed the new water tower to be placed near SH 130 and FM 2001 and on FM 2720 to extend water main south.
- Update: Staff has been meeting with GBRA engineers about connectivity options for the planned new large water main coming from the new well field area near the Bastrop County Line.
- Report: Cinco de Mayo event downtown.

**ITEM 9. COUNCIL AND STAFF COMMENTS – ITEMS OF COMMUNITY INTEREST.**

Councilmember Westmoreland congratulated the Hispanic Chamber for a successful Cinco de Mayo celebration. He stated that the Gig 'Em/Hook 'Em Group raised \$2,500 per school for scholarships at the 10<sup>th</sup> annual golf tournament this past weekend.

Councilmember Mendoza congratulated the Hispanic Chamber for a successful Cinco de Mayo celebration. He congratulated the graduates of 2018. He expressed condolences to the Hill, Gutierrez and Martinez families for their loss.

Mayor Pro-Tem Sanchez congratulated the Hispanic Chamber for a successful Cinco de Mayo celebration and the Hays-Caldwell Women's Center for a successful gala and fundraiser. She expressed condolences to the families of Mark Martinez, Aurelia Gutierrez and Jose Leija for their loss. She congratulated the graduating class of 2018.

Councilmember McGregor congratulated Schlotzsky's for a successful grand opening. She encouraged citizens to support the Library.

Councilmember Castillo expressed condolences to those that have lost a loved one. He congratulated the Hispanic Chamber for a successful Cinco de Mayo and both the Hispanic and Lockhart Chambers for the collaborate efforts on upcoming events. He congratulated the graduating class of 2018. He thanked staff for their hard work.

Councilmember Michelson agreed with the comments previously announced.

Mayor White thanked the Hispanic Chamber for a successful Cinco de Mayo event. The Lockhart Chamber is beginning to work on the Chisholm Trail Roundup (CTR) and he invited citizens to volunteer. He requested that the Council and citizens consider the adopted ordinances when it comes to future development.

Mr. Rodgers announced that Tina Ramsey was recently hired as the Victim Assistance Coordinator.

Mayor White reminded the Council about City Manager interviews this weekend.

**ITEM 10. ADJOURNMENT**

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 10:16 p.m.

PASSED and APPROVED this the 5<sup>th</sup> day of June 2018.

**CITY OF LOCKHART**

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

ATTEST:

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

**LOCKHART CITY COUNCIL  
SPECIAL MEETING**

**MAY 19, 2018**

**10:00 A.M.**

**CLARK LIBRARY ANNEX-COUNCIL CHAMBERS, 217 SOUTH MAIN STREET,  
3<sup>rd</sup> FLOOR – FIREPLACE ROOM, 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:** None.

**Citizens/Visitors Addressing the Council:** Larry Gilley of Strategic Government Resources.

**ITEM 1. CALL TO ORDER.**

Mayor Lew White called the special meeting of the Lockhart City Council to order on this date at 10:00 a.m.

**ITEM 2. 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. Interview candidates for the City Manager position.**

Mayor White announced that the Council would enter Executive Session at 10:30 a.m.

RECESS: Mayor White announced that the Council would recess for lunch at 12:00 p.m.

Mayor White announced that the Council would reconvene in Executive Session at 1:30 p.m.

**ITEM 3. OPEN SESSION.**

Mayor White announced that the Council would enter Open Session at 5:00 p.m.

Mayor White announced that the City Council would continue with interviews on Sunday, May 20, 2018 at 1:00 p.m.

**ITEM 4. ADJOURNMENT.**

The meeting was adjourned at 5:05 p.m.

PASSED and APPROVED this the 5<sup>th</sup> day of June 2018.

**CITY OF LOCKHART**

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

ATTEST:

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

**LOCKHART CITY COUNCIL  
SPECIAL MEETING**

**MAY 20, 2018**

**1:00 P.M.**

**CLARK LIBRARY ANNEX-COUNCIL CHAMBERS, 217 SOUTH MAIN STREET,  
3<sup>rd</sup> FLOOR, FIREPLACE ROOM, 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:** None

**Citizens/Visitors Addressing the Council:** Larry Gilley of Strategic Government Resources.

**ITEM 1. CALL TO ORDER.**

Mayor Lew White called the special meeting of the Lockhart City Council to order at 1:00 p.m.

**ITEM 2. 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. Interview candidates for the City Manager position.**

Mayor White announced that the Council would enter Executive Session at 1:00 p.m.

**ITEM 3. OPEN SESSION. Discussion and/or action regarding the City Manager position.**

Mayor White announced that the Council would enter Open Session at 4:00 p.m.

Councilmember Michelson made a motion to allow Larry Gilley to negotiate a contract with a City Manager candidate as discussed in Executive Session. Mayor Pro-Tem Sanchez 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 4:05 p.m.

PASSED and APPROVED this the 5<sup>th</sup> day of June 2018.

**CITY OF LOCKHART**

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

ATTEST:

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





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
<b>Council Meeting Dates:</b> June 5, 2018				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager		5-31-2018
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers				
<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 checked="" type="checkbox"/> OTHER				
<b>CAPTION</b>				
Discussion and/or action to consider allowing WIC of Texas to co-locate under a sublease agreement with Community Action, Inc., of Central Texas (formerly of Hays, Caldwell, and Blanco Counties) which holds the current lease for the south lower wing of 901 Bois d Arc Street, and appointing the Mayor to sign the amended lease if approved.				
<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 program serves a vital health role for approximately 900 low-income Women, Infants, and Children (WIC) clients per month in Lockhart. The current WIC facility lease is up in August of 2018. The services provided by the entities will complement one another. In its leased space, Community Action has four areas that can be used by WIC if sublease is approved by Council.				
<b>STAFF RECOMMENDATION</b>				
City Manager respectfully recommends approval of amending the current lease with Community Action to allow the sublease of four areas in its space to WIC.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies:		
Current lease, letter of extension				



# Community Action, Inc. of Central Texas

— DEVELOPING OPPORTUNITIES —

101 Uhland Road, Suite 107 – P.O. Box 748 San Marcos, TX 78667-0748  
(512) 392-1161 – FAX (512) 396-4255  
www.communityaction.com

May 31, 2018

The Honorable Lew White, DDS  
Mayor of the City of Lockhart  
308 W. San Antonio  
P.O. Box 239  
Lockhart, TX 78644

Dear Sir:

Once again, thank you to you and the City Council for your support of Community Action, Inc. of Central Texas. As you know, we recently requested the City's permission to allow WIC to co-locate with us in the south wing of the old hospital building. In this process, we discovered that we had failed to request a five-year extension when our current lease expired in May 2014. We respectfully request that the City of Lockhart renew the lease at 901 Bois D Arc Street to Community Action, Inc. of Central Texas until May 2024 at the rate of \$1.00 per year. We will continue to provide the city with Internet service as we have done in the past.

In addition, we no longer use the 3700 square feet of "playground area" that was in the original lease and all of the playground equipment has been removed.

Thank you for your consideration and I look forward to hearing from you soon.

Sincerely,

Carole Belver, Executive Director  
Community Action, Inc. of Central Texas

Cc: DerryAnn Krupinsky, WIC Director  
Juan Mendoza, Community Action Board of Director

*"Our mission is to develop opportunities for people and communities to realize their potential by providing resources and comprehensive services to empower Central Texans of all ages to become self-sufficient."*

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## Vance Rodgers

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**From:** Carole Belver <cbelver@communityaction.com>  
**Sent:** Thursday, May 31, 2018 6:27 PM  
**To:** Vance Rodgers  
**Cc:** DerryAnn Krupinsky  
**Subject:** Lockhart lease Community Action of Central Texas and WIC  
**Attachments:** doc07747920180531170132.pdf; doc07748020180531174238.pdf

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Good Evening Vance, It appears you are correct that the current lease is not up-to-date. I do not see in our files a letter requesting a renewal. I am attaching two documents. The first is the current lease that we have on file and the second is a letter requesting a renewal of the lease. Since the original five-year renewal lease will be up May 2019, we respectfully request to make the new lease extend until May 2024. (Gosh that seems so far away!) I see two changes that will need to be corrected, the first is we officially changed our name in 2011 to Community Action, Inc. of Central Texas which replaces the Community Action, Inc. of Hays, Caldwell and Blanco Counties. The second is we do not have a playground anymore, so the 3700 square feet of yard area east of the south wing needs to be deleted.

I appreciate all your help in getting this "legal". If you need anything else please give me a shout. Thanks again, Carole.

Carole Belver, M.Ed.  
Executive Director  
Community Action, Inc. of Central Texas  
P.O. Box 748  
San Marcos, TX 78667-0748  
512-392-1161, ext 328  
[cbelver@communityaction.com](mailto:cbelver@communityaction.com)



***"Our mission is to develop opportunities for people and communities to realize their potential by providing resources and comprehensive services to empower Central Texans of all ages to become self-sufficient."***

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COMMUNITY SERVICES - WIC

May 30, 2018

The Honorable Lew White, DDS, Mayor  
City of Lockhart  
(Via E-Mail)

Dear Mayor and Council,

Thank you for considering WIC's request for space at the old hospital building so we may continue to provide nutrition education, breastfeeding support, health assessments, referrals, infant formula and nutritious foods to the low-income Women, Infants, and Children in Lockhart. WIC provides a vital health role in the community, serving approximately 900 clients per month.

Our current lease expires in August; the possibility of cost-savings and co-location with other services in your old hospital building is exciting. We as agencies would benefit, but most importantly, those that need assistance would have easier access and fewer barriers. Co-locating services is a beneficial concept, evidenced by the years of work Carole Belver and I (and others) have dedicated to creating a similar arrangement at the Village of San Marcos.

I appreciate your generosity in allowing other service providers to lease space at your old Lockhart hospital. I respectfully request an initial 5-year lease between the City of Lockhart and the City of San Marcos WIC Program allowing WIC exclusive use of the 3-4 areas that Community Action no longer needs. I understand and agree that we would provide our own phone/internet/connectivity at our expense. If we have funds available, we may also update the paint and flooring, with City of Lockhart permission of course. I can assure you that we are good tenants and good neighbors to those around us.

If you have questions or would like additional information, please feel free to contact me through any method listed below. Again, I thank you for considering my request.

With Appreciation,

DerryAnn Krupinsky  
Assistant Director of Community Services – WIC Program  
WIC Director, Local Agency 36  
Office: 512.393.8043  
Cell: 210.391.3020  
Email: DKrupinsky@sanmarcostx.gov



**COMMUNITY ACTION, INCORPORATED**  
**OF HAYS, CALDWELL & BLANCO COUNTIES**  
101 UHLAND ROAD, SUITE 107 - P. O. BOX 748 - SAN MARCOS, TX 78667-0748  
(512) 392-1161 - FAX (512) 396-4255  
[www.communityaction.com](http://www.communityaction.com)

*Handwritten signature*

June 3, 2011

Ray Sanders, Mayor  
City of Lockhart  
P.O. Box 239  
Lockhart, TX 78644

Attn: Vance I. Rodgers

Dear Mayor Sanders:

Thank you and Mr. Rodgers for taking the time to meet with me last Thursday to discuss the proposed changes at the south wing of the old hospital building, located at 901 Bois D'Arc.

As we discussed, the needs assessment that is done every year by the Head Start program indicates a need to shift slots in our Early Head Start Program. During the past year, we served 11 children and their families at the Lockhart Early Head Start Center. This configuration was difficult to manage due to the few available slots and the spread of ages in the toddler classroom. Therefore, Community Action is creating two toddler classrooms at our Lockhart Child Development Center Head Start Center to accommodate the 11 slots that we will move from the Early Head Start Program and will allow us to provide age appropriate services to all children that are currently enrolled into our program.

We proposed to continue our collaboration at this site by moving our Community Health Services program to this location. The current clinic serves over 690 unduplicated clients with over 1,500 visits for women's health. In addition we provided primary health care services to over 40 clients by providing medical and prescription vouchers for residents of Lockhart and Caldwell County who are uninsured and below 185% of the federal poverty guidelines. Other programs that are run from clinic include a robust Breast and Cervical Cancer prevention program, breast and cervical cancer navigation services, and HIV case management. In addition, we will explore the possible use of part of the wing to provide adult education classes at night.

We will continue to provide internet services for the computer lab in the building and Energy Assistance to the residents of Lockhart. We will continue to maintain liability insurance and will be responsible for the all minor repairs to electrical, air conditioning, and plumbing and general maintenance of the wing.

Thank you for your consideration and I look forward to our continued efforts to serve the residents of Lockhart.

Sincerely,



Carole Belver  
Executive Director  
[cbelver@communityaction.com](mailto:cbelver@communityaction.com)

*Lease Agreement*

*South Bottom Wing of Old  
Lockhart Hospital Building*


*Between*

*City of Lockhart*

*and*

*Community Action, Inc.,  
Of Central Texas*

*Beginning Date: June 5, 2018*

*Ending Date : May 31, 2024* 

**LEASE**

**COMMUNITY ACTION, INC. OF CENTRAL TEXAS**

**THIS LEASE** is made between the City of Lockhart, hereafter called "Lessor," whose address for purposes of notice under this lease is P.O. Box 239, Lockhart, Texas 78644, and Community Action, Inc. of Central Texas, hereafter called "Lessee," whose address for purposes of notice under this lease is P.O. Box 748, San Marcos, Texas 78667-0748.

The parties agree as follows:

1. **AGREEMENT TO LEASE: DESCRIPTION OF THE PROPERTY.** The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the following described commercial space: approximately 2,500 square feet on the first bottom floor of the south wing of the old hospital building at 901 Bois D'Arc, Lockhart, Texas, as shown on Exhibit A, attached and incorporated herein.

2. **TERMS OF LEASE.** The term of the lease is as follows: The term of this lease shall be a period of TEN (10) years, commencing on the 5<sup>th</sup> day of June, 2018, and ending at midnight on the 31<sup>st</sup> day of May, 2024. Provided, however, that the Lessee shall have the right to renew this lease for an additional term of five (5) years, on like terms and conditions, by delivering a written notice of intention to renew lease to Lessor no later than 90 days from the end of the term.

3. **RENTAL.** In the interest of a public purpose involving community health and social services, Lessee shall pay to Lessor as rent at the address set forth above, or at any other address that Lessor may designate, the minimum annual rent of \$1.00 in



lawful money of the United States of America. Additionally, Lessee shall perform functions as described in Paragraphs 6 and 7 of this document, as conditions precedent to this lease.

4. TAXES. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the premises, should such be required.

5. SUBORDINATION. This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.

6. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

a. To pay the rent and every installment of it when it comes due; to use the premises in a careful and proper manner for the express purpose of operating a not for profit social services center; to commit or permit no waste or damages to the premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the premises on expiration or termination of this lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee, its successors, sublessees, and assigns (excepting movable furniture, equipment, supplies, inventory, and special air-conditioning equipment installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the premises. Any sublease agreement entered to must be with non-profit community health related entity; any such agreement must be

provided to the City of Lockhart in a timely manner. The entity subleasing must provide comprehensive public liability insurance as required in (c) below unless Lessee agrees in writing to include the sub-lessor in its required policy.

b. To conserve electricity and gas utilities which are provided "in the interest of a public purpose". .

c. To maintain at all times during the lease term, at Lessee's cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the premises, in an amount of at least \$1,000,000.00 for injuries to persons in one accident, \$300,000.00 for injuries to any one person, and \$50,000.00 for damages to property. The insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas. Lessee shall deliver to Lessor annual certificates demonstrating that insurance is paid up and copies of the insurance policies issued by the insurance companies. Lessee further agrees to maintain at all times during the lease term, at Lessee's cost, broad-coverage fire and casualty insurance on its property (including inventory) and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. At its option, Lessor may request Lessee to obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be

provided by Lessee and shall be for a period of at least one year.

If Lessee fails to furnish policies or certificates showing policies to be paid in full as provided in this lease, Lessor may obtain the insurance, and the premiums on that insurance will be deemed additional rental to be paid by Lessee to Lessor on demand.

d. To prohibit and refrain from engaging or in allowing any use of leased premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

e. To indemnify and hold harmless Lessor and the leased premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor or the leased premises by any person or persons for any injury to person or property or damage of whatever kind or character arising from the use or occupancy of the leased premises by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor or the leased premises on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or use of the premises by Lessee, the agents and employees of Lessee, or any other person on the premises, Lessee agrees that Lessee or any other person on the premises will defend it, pay whatever judgments may be recovered against Lessor or against the premises on account of it, and pay for all attorneys' fees in connection with it, including attorneys' fees on appeal.

f. In case of damage to glass in the leased premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

g. To make no alterations in or additions or improvements to install any equipment in or maintain signs advertising its business on the premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the premises are made necessary by reason of the special use and occupancy of the premises by Lessee, Lessee agrees that it will make all such alterations, additions, and improvements in or to the premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.

h. To permit Lessor to enter, inspect, and make such repairs to the leased property as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the leased premises a notice that Lessee may not remove stating that the premises are for rent one month preceding the expiration of this lease.

i. To effect all minor repairs to electrical, air conditioning, and plumbing in any amount requiring expenditures of less than \$500.00.

7. ADDITIONAL REQUIREMENTS OF LESSEE. The following provisions are hereby incorporated into the lease, and shall be mandatory requirements for the continuation of the lease.

a. The Lessee shall not in any way discriminate against person because of race, gender, or ethnic background.

b. The Lessee shall allow no activity that would in any way be construed as inappropriate for the providing of public funds or services rendered by this lease by lessor. The use of tobacco products and alcoholic beverages will not be allowed on the premises.

c. The Lessee, at its own expense, shall maintain areas described in Exhibit A and shall allow other building lessees use of common areas such as hallways, corridors, restrooms, parking areas, etc., between or contiguous to various areas being leased. It is acknowledged that because the lease space is in separate tracts within the building, there are or will be other activities or lessees in other portions of the building which shall require non-exclusivity of usage and control. Lessee acknowledges Lessor's right to permit other parties' usage of said areas. The fenced in playground area is not included in the common area as herein described.

d. The Lessee shall not allow any commercial activities for profit on the premises by any third party, except those that could be construed as being in accordance with Paragraph 8, *infra*. This does not prevent, for example, hearing aid screenings, and other service related matters typical of those related to the services provided by the Lessee from being performed on the premises.

e. The Lessee shall comply with all zoning requirements of the City of Lockhart.

8. EXCLUSIVE USE. Lessee agrees that its use of the

premises described in Exhibit A shall be exclusively for purposes of providing social services by Community Action, Inc., of Central Texas .

9. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

a. To warrant and defend Lessee in the enjoyment and peaceful possession of the premises during the aforesaid term.

b. If the premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Lessor will have the right to render the premises tenable by repairs within 90 days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the premises are not rendered tenantable within that time, either party will have the right to terminate this lease by written notice to the other.

In the event of such termination, the rent shall be paid only to the date of the damage. If the lease is not terminated, rent nevertheless shall be abated during the period of time from the date of damage to the date of physical occupancy by Lessee or date of complete restoration, whichever occurs first.

c. At Lessor's expense, to perform all maintenance and repair required to keep the heating and air-conditioning equipment serving the leased premises in good operating condition during the term of this lease and any renewal term.

10. DEFAULT IN PAYMENT OF RENT. If any rent required by this lease is not paid when due, Lessor will have the option to:

a. Terminate this lease, resume possession of the property, and recover immediately from Lessee the difference

between the rent specified in the lease and the fair rental value of the property for the remainder of the term, reduced to present worth; or

b. Resume possession and re-lease or rent the property for the remainder of the term for the account of Lessee and recover from Lessee at the end of the term or at the time each payment of rent comes due under this lease, whichever Lessor may choose, the difference between the rent specified in the lease and the rent received on the re-leasing or renting.

11. DEFAULTS OTHER THAN RENT. If either Lessor or Lessee fails to perform or breaches any agreement on this lease other than the agreement of Lessee to pay rent, (to include those specifically delineated in Paragraph 6 of this document) and this failure or breach continues for 10 days after a written notice specifying the required performance has been given to the party failing to perform, (a) the party giving notice may institute action in a court of competent jurisdiction to terminate this lease or to complete performance of the agreement, and the losing party in that litigation shall pay the prevailing party all expenses of the litigation, including reasonable attorneys' fees; or (b) Lessor or Lessee may, after 30 days' written notice to the other, comply with the agreement or correct any such breach, and the costs of that compliance shall be payable on demand.

12. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this

lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

13. LESSOR TO HAVE LIEN. Lessor will have a lien against all improvements by the Lessee to the building on the leased premises and on any goods, equipment, and other personal property not covered under the Federal Government Circular A-110, Subpart C: Property Standards #33 and any subsequent revisions during the lease term, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

14. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this lease agreement or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this lease or to exercise any remedy, privilege, or option conferred by this lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with



the knowledge of the breach of any covenant or condition of this lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this lease, or any of Lessor's rights, remedies, privileges, or options under this lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the premises for the remainder of the term of this lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this lease or any portion of the area leased without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease. Sublessee will be obligated to pay rent if required directly to Lessor only after Sublessor's default in payment and written demand from Lessor to Sublessee to pay rent directly to Lessor.

15. ADDRESSES FOR PAYMENTS AND NOTICES. Rent payments and notices to Lessor shall be mailed to the address set forth on the first page of this lease, unless Lessor advises Lessee differently in writing.

Notices to Lessee may be mailed to the leased premises, and proof of mailing or posting of those notices to the leased premises will be deemed the equivalent of personal service on Lessee. All notices to either party shall be sent by certified or registered mail, return receipt requested.

16. CAPTIONS. The captions and paragraphs or letters appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this lease or affect this lease in any way.

17. TEXAS LAW. This lease will be governed by the laws of the state of Texas, as to both interpretations and performance.

18. ENTIRE AGREEMENT. This lease sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the leased premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this lease by direct reference.

19. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

20. REPRESENTATIVES BOUND HEREBY. The terms of this lease will be binding on the respective successors, representatives, and assigns of the parties.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this

Lease Agreement on \_\_\_\_\_, 2018.

Signed and sealed as witnessed below:

LESSOR

Witness:

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

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

LESSEE

Witness:

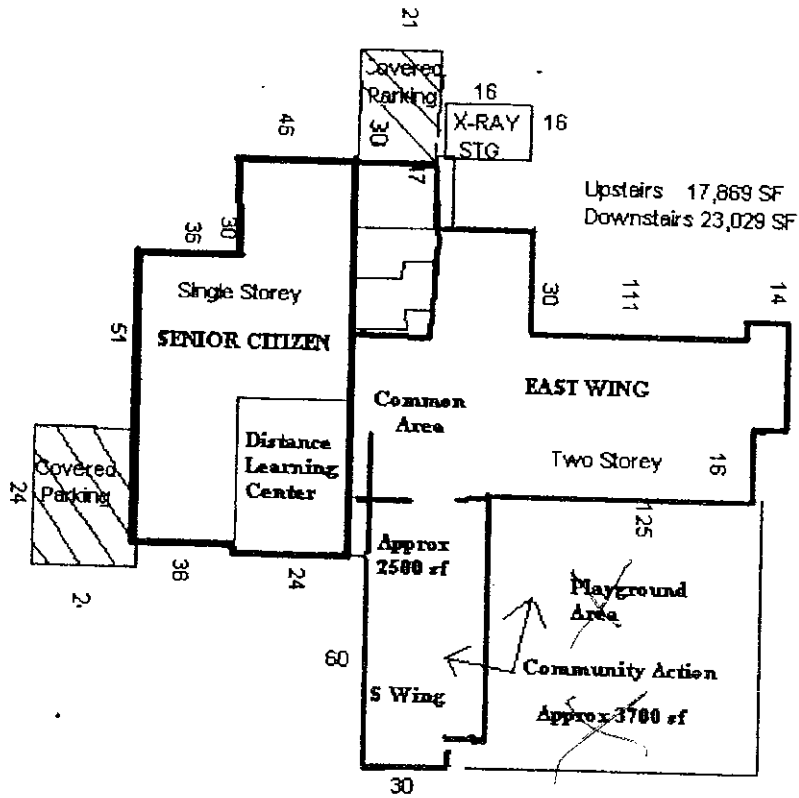
\_\_\_\_\_  
Carole Belver  
Community Action, Inc., of  
Central Texas  
s

\_\_\_\_\_

# Old Hospital Building

## Exhibit A

Community Action, Inc., Hays, Caldwell, Blanco Counties



Located at 901 Bois D Arc St.

\*Not to Scale

# Internet Connection Agreement

This Agreement (**Agreement**) is made as of June 1, 2005, between the City of Lockhart., with its offices located at 308 West San Antonio, Lockhart, Texas 78644 (**COL**), and, Community Action Inc., with its offices located at 101 Uhland Rd., Suite 107, San Marcos, Texas 78667, (**CAI**).

WHEREAS, COL and CAI mutually agree to enter into an Agreement with regard to use of certain DSL Internet connection located at 901 Bois D'Arc, Lockhart, Texas 78644 maintained by CAI.

WHEREAS, CAI agrees to provide the following:

CAI shall provide to COL unlimited use of this internet connection at no cost for the term of this agreement to COL for the sole purpose of providing internet service to the COL public access technology center .

WHEREAS, COL agrees to provide the following:

1. COL shall pay for all equipment and installation as it related to connecting the existing DSL circuit from CAI'S Head Start program to the city's technology center including but not limited to cabling, switches and firewalls.

WHEREAS, both parties agree to the following:

1. All equipment and cabling installed by COL shall remain the exclusive property of COL.
2. Prior to the start of the project, technical representatives from both CAI and COL shall agree upon the technical method in which the two networks will be interconnected.
3. Neither party shall have recourse with the other party as it relates to damages caused by either party from breaches of security as it relates to internet worms and viruses.

NOW, THEREFORE, for and in consideration of the terms and conditions and mutual obligations contained herein, the parties agree as follows:

**TERMS OF AGREEMENT.** This Agreement shall commence upon execution by an authorized representative by both parties for a period of three (3) years and shall remain in effect until terminated as otherwise provided herein.

**TERMINATION.** This Agreement and/or any individual project order hereunder may be terminated under the following conditions and in the manner specified:

- (i) immediately upon material breach by written notice from the injured party
- (ii) immediately upon written notice, in the event that either party files for bankruptcy or for some similar process of protection against creditors
- (iii) as may be mutually agreed.
- (iv) after 30 day written notice by either party.

In the event of termination as specified above, obligations which by their nature survive termination such as obligations to pay for Services rendered, protection of confidential information, ownership of proprietary information and similar items shall all survive termination of any nature.

**INDEPENDENT PARTIES.** In following their respective obligations under this Agreement, the parties act and shall act at all times as independent parties and at no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party.

**NON-ASSIGNMENT.** Neither party shall assign this Agreement or any of its respective rights or obligations under this Agreement without the prior written consent of the other party. No such approval of assignment shall relieve or release the assigning party from any of its obligations under this Agreement to the non-assigning party.

**WAIVER AND SEVERABILITY.** Failure by either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision nor in any way affect the validity of this Agreement or any right thereof or the right of the other party thereafter to enforce each and every provision. The provisions of this Agreement are declared to be severable and any provision of this Agreement that is determined to be void or unenforceable by a court of competent jurisdiction shall not affect the enforceability of the remaining provisions herein, and the remaining provisions shall be enforced as if this Agreement was originally written without the invalid provision.

**FORCE MAJEURE.** Neither CAI or COL shall not be declared in default by reason of any failure to comply with the terms of this Agreement, if such failure is due to acts of God, acts of government, fires, floods, epidemics, freight embargoes, unavailability of materials, or any cause or condition beyond either parties control, whether foreseeable or not.

**NOTICES.** All notices required by or relating to this Agreement shall be in writing and shall be sent via courier or certified mail to the parties to this Agreement at the following addresses or to such other address as either party may substitute by written notice to the other:

COL:                   City of Lockhart  
                          308 West San Antonio,  
                          Lockhart, Texas 78644

CAI:                   Community Action Inc.  
                          101 Uhland Rd., Suite 107  
                          San Marcos, Texas 78667

**GOVERNING LAW.** This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Texas. Any litigation to enforce or interpret this Agreement shall be filed and heard only in the state or federal courts for Caldwell County, Texas. If any legal action is brought by either party relating to this Agreement,

the prevailing party will be entitled to reimbursement by the other party of its reasonable attorneys' fees and related expenses.

**ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and shall supersede all proposals or prior agreements, oral or written, and any other communication between the parties relating to the subject matter of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

City of Lockhart

By: *Vance Rodgers*

Vance Rodgers

Assistant City Manager

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

Community Action Inc.

By: *Corina Jaimes*

Corina Jaimes

Executive Director

Date: *June 8, 2005*



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	X Yes	<input type="checkbox"/> Not Applicable	
	Reviewed by Legal	<input type="checkbox"/> Yes	X Not Applicable	
<b>Council Meeting Date: June 5, 2018</b>				
Department: Finance		Initials	Date	
Department Head: Jeff Hinson	Asst. City Manager			
Dept. Signature:	City Manager		6-1-18	
Agenda Item Coordinator/Contact (include phone #): Pam Larison, 398-3461, Ext. 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 <input checked="" type="checkbox"/> OTHER				
<b>CAPTION</b>				
Discussion and/or Action for City Council to Consider the Preliminary Budget & Tax Rate Adoption Calendar.				
<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				
Budget Amendment Amount				
Encumbered/Expended Amount				
This Item				
BALANCE				
<b>FUND(S):</b>				
<b>SUMMARY OF ITEM</b>				
This document is the preliminary budget and property tax calendar for the FY 2018-2019.				
<b>STAFF RECOMMENDATION</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies:		
-FY 2018-2019 Preliminary Budget and Tax Rate Adoption Calendar.				



City of Lockhart  
FY 2018-2019 Budget  
Preliminary Budget & Tax Rate Adoption Calendar

Thursday, July 5, 2018  
*Regular Council Meeting*

**Council Budget Workshop/Meeting 6:30 PM**

1. Present and Discuss Budget
2. Set Public Hearing Date for Budget - Sept. 5, 2018

Thursday, July 12, 2018

**Council Budget Workshop 6:30 PM**

1. Discuss Budget
2. Non-Profit Presentations

Tuesday, July 17, 2018  
*Regular Council Meeting*

**Council Budget Workshop/Meeting 6:30 PM**

1. Discuss Budget

Thursday, July 26, 2018

**Council Budget Workshop 6:30 PM**

1. Discuss Budget
2. GBRA & CCAD Budgets

Thursday, August 9, 2018

*Publication of effective and rollback tax rate calculation in local newspaper and posted on website.*

Thursday, August 9, 2018  
*Regular Council Meeting*

**Council Budget Workshop/Meeting 6:30 PM**

1. Adopt certified tax property roles for the City of Lockhart
2. Discuss Budget
3. Announce Public Hearing Date - Sept. 5, 2018

Monday, August 20, 2018

*Send "Notice of Public Hearing" information to newspaper.*

Tuesday, August 21, 2018  
*Regular Council Meeting*

**Council Budget Workshop/Meeting 6:30 PM**

1. Discuss Tax Rate
2. Take record vote, if motion passes schedule and announce date & time of public hearings on proposed tax rate.
3. Discuss Budget

Thursday, August 23, 2018

**Council Budget Workshop 6:30 PM**

1. Discuss Budget

Thursday, August 23, 2018

*"Notice of Public Hearings on Tax Increase," if necessary and "Notice of Public Hearing" on budget appears in newspaper.  
(At least ten days prior to public hearing.)*

City of Lockhart  
FY 2018-2019 Budget  
Preliminary Budget & Tax Rate Adoption Calendar

Friday, August 31, 2018

*Send "Notice of Public Hearing" information to newspaper.*

Tuesday, September 4, 2018  
*Regular Council Meeting*

**1<sup>st</sup> Public Hearing on Tax Rate/ Public Hearing on Budget (7:30 PM) and Council Meeting 6:30 PM**

1. Hold Public Hearing on Tax Rate and Budget.
2. Budget Workshop - Discuss Budget
3. Budget Workshop - Discuss Tax Rate

Thursday, September 6, 2018

*"Notice of Public Hearings on Tax Increase," if necessary appears in newspaper.  
(At least seven days prior to public hearing.)*

Monday, September 17, 2018

*Send "Notice of Vote on Tax Rate" information to newspaper.*

Tuesday, September 18, 2018  
*Regular Council Meeting*

**2<sup>nd</sup> Public Hearing on Tax Rate (7:30) / Budget Workshop and Council Meeting 6:30 PM**

1. Public Hearing on Tax Rate. Schedule and announce date & time of meeting to adopt tax rate and budget, 3-14 days from this date.
2. Budget Workshop - Discuss Budget
3. Budget Workshop - Discuss Tax Rate

Thursday, September 20, 2018

*"Notice of Vote on Tax Rate", appears in newspaper.*

Tuesday, September 25, 2018

**Special Council Meeting to Adopt Budget and Tax Rate 6:30 PM**

1. Discuss and take appropriate action on Budget Adoption Resolution.
2. Discuss and take appropriate action on Tax Rate Adoption Resolution



**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: June 5, 2018**

Department: City Manager

Department Head: Vance Rodgers      Asst. City Manager

Dept. Signature: *[Signature]*      City Manager      *[Signature]*      5-31-2018

Agenda Item Coordinator/Contact (include phone #): Vance Rodgers

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

**CAPTION**

**DISCUSSION AND/OR ACTION TO CONSIDER APPROVAL OF ORDINANCE 2018-13 OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS REPEALING UN-CODIFIED ORDINANCE 2016-06 IN ITS ENTIRETY AND ADOPTING THIS ORDINANCE REGARDING ESTABLISHING THE CLASSIFICATIONS WITHIN THE FIRE DEPARTMENT AND AUTHORIZING THE NUMBER OF EMPLOYEES IN EACH CLASSIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.**

**FINANCIAL SUMMARY**

N/A    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				\$0.00
<b>BALANCE</b>	\$0.00	\$0.00	\$0.00	\$0.00

**FUND(S):**

**SUMMARY OF ITEM**

In 2016 a classification plan was adopted to have 2 career ladders:  
 Fire Fighter – Suppression AND Fire Fighter – Fire Prevention/Fire Marshal

The Fire Marshal retired in Dec. 2015 and has been vacant ever since. We have tried to fill the entry level Fire Marshal but have not received qualified applicants. The position of Fire Marshal is a specialized job and requires additional experience and certifications that a standard firefighter does not typically possess. No firefighter in the Lockhart Fire Dept. currently holds the experience, training, or certifications necessary to perform the duties of a Fire Marshal. The Civil Service Commission revised the classification plan abolishing the 2-career ladder system and returning to 1 career ladder. By doing this, the rank of Fire Marshal will be removed, and the rank of Assistant Chief will be established. The Fire Chief will fulfill duties of the Fire Marshal and the City will continue having more specialized, technical duties such as plan review contracted out. By adding Fire Marshal duties to the Fire Chief, an Assistant Chief will be necessary to maintain department operations. In compliance with Civil Service, because the new classification plan will have 4 ranks below Fire Chief, the Assistant Chief will be appointed by the Fire Chief from current Fire Department staff, instead of requiring internal candidates compete by taking a written exam. After evaluating the needs of the fire department, the Fire Chief recommends reducing Fire Fighters from 9 down to 7. There are current Fire Fighter vacancies; this reduction will not eliminate any current employees. Along with the reduction in force the Chief is recommending revising the salary structure to improve employee retention and attract more applicants to increase department stability and experience.

The City Council authorizes the number of employees in each classification. Proposed Ordinance 2018-13 reflects the Commission's change of abolishing the Fire Prevention/Fire Marshal position and creating the rank of Assistant Chief and the reduction in force from 9 Fire Fighter positions to 7 positions.

**STAFF RECOMMENDATION**

The Fire Chief, Civil Service Director, and City Manager respectfully recommend approval of Ord 2018-13.

List of Supporting Documents: CS Commission Action Item Record of revised classifications, Ord 2016-06, proposed Ord 2018-13	Other Departments, Boards, Commissions or Agencies:
--	---

## ORDINANCE NO. 2018-13

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS REPEALING UN-CODIFIED ORDINANCE 2016-06 IN ITS ENTIRETY AND ADOPTING THIS ORDINANCE REGARDING ESTABLISHING THE CLASSIFICATIONS WITHIN THE FIRE DEPARTMENT AND AUTHORIZING THE NUMBER OF EMPLOYEES IN EACH CLASSIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lockhart has adopted Civil Service, Chapter 143 of the Texas Local Government Code for its Fire and Police Department employees; and

**WHEREAS**, pursuant to Chapter 143, the City Council shall establish the classifications of employees and prescribe the number of positions in each classification pursuant to §143.021(a) of the Texas Local Government Code; and

**WHEREAS**, pursuant to §143.021, the Lockhart Civil Service Commission established a new rank structure for the Lockhart Fire Department on May 21, 2018; and

**WHEREAS**, due to personnel staffing issues, the City Council recognizes the need to restructure services in the Lockhart Fire Department by abolishing the Fire Prevention/Fire Marshal position and creating the rank of Assistant Chief; and

**WHEREAS**, due to personnel staffing needs, the City Council recognizes the need to reduce the number of firefighters within the department;

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

I. The classifications and number of positions in each classification in the Fire Department as set forth in ORDINANCE NO. 2016-06 is abolished and the current classifications and number of positions in each classification in the Fire Department as of June 30, 2018 are as of follows:

### **Effective June 30, 2018**

1. Fire Chief – 1
2. Assistant Chief – 1
3. Captain – 3
4. Engineer/Apparatus Operator – 3
5. Firefighter/EMT – 7

Note: Position of Assistant Chief will be appointed in accordance with §143.014 of the Texas Local Government Code

II. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation.

III. Repealer: That all other ordinances, section, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

IV. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

V. Publication: That the City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

VI. This ordinance shall become effective and be in full force on June 30, 2018.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 5<sup>th</sup> DAY OF JUNE, 2018.**

CITY OF LOCKHART

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

ATTEST:

APPROVED AS TO FORM:

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

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

**Civil Service Commission Meeting**

Lockhart, Texas

**May 21, 2018**

**ACTION ITEM RECORD**

We, the below named members of the Civil Service Commission, Lockhart, Texas, have met on **Monday, May 21, 2018**, at 6:30 p.m. at City Hall, 308 W. San Antonio Street, for the purpose of conducting a public meeting to consider among other things **amending City of Lockhart Civil Service Police and Fire Classification Plan Adopted February 22, 2016, and adopting a new classification plan relating to the Fire Department regarding abolishing the Fire Prevention Career Ladder and establishing another rank within the Fire Department, Assistant Chief.** We have been assured by the Civil Service Director that this meeting was posted in full compliance with the State of Texas Open Meetings Act.

After participating in a discussion regarding the item it was our determination to vote on **amending City of Lockhart Civil Service Police and Fire Classification Plan Adopted February 22, 2016, and adopting a new classification plan relating to the Fire Department regarding abolishing the Fire Prevention Career Ladder and establishing another rank within the Fire Department, Assistant Chief as follows:**

**City of Lockhart  
Civil Service  
Police and Fire Classification Plan  
Adopted May 21, 2018**

**Fire Department Classifications:**

Assistant Chief  
Captain  
Engineer/Apparatus Operator  
Firefighter/EMT

**Police Department Classifications:**

Captain  
Lieutenant  
Sergeant  
Police Officer

**NOTES:**

Both the Police and Fire Department are supervised by a Chief, the position of Chief was not included in the classification plan because chiefs are not eligible for classification as civil service.

We, the current members of the Civil Service Commission, Lockhart, Texas, voted as follows on the above action item:

Approve ( ) Disapprove ( )

Worlanda Neal  
Worlanda Neal, Chair-person

21 May 18  
Date

Approve (X) Disapprove ( )

Yolanda Strey  
Yolanda Strey, Commissioner

5-21-18  
Date

Approve (X) Disapprove ( )

Ray Sanders  
Ray Sanders, Commissioner

5-21-18  
Date

ATTEST: Julie Bowermon  
Julie Bowermon, Civil Service Director

This document shall become part of the official Civil Service Commission file to be maintained by the Civil Service Director, or his/her successors.

# CURRENT

ORDINANCE NO. 2016-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS ESTABLISHING THE CLASSIFICATIONS WITHIN THE FIRE DEPARTMENT AND AUTHORIZING THE NUMBER OF EMPLOYEES IN EACH CLASSIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart has adopted Civil Service, Chapter 143 of the Texas Local Government Code for its Fire and Police Department employees; and

WHEREAS, pursuant to Chapter 143, the City Council shall establish the classifications of employees and prescribe the number of positions in each classification pursuant to §143.021(a) of the Texas Local Government Code; and

WHEREAS, due to personnel staffing issues, the City Council recognizes the need to restructure services in the Lockhart Fire Department; and

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

I. The classifications and number of positions in each classification in the Fire Department as set forth in ORDINANCE NO. 07-28 is abolished and the current classifications and number of positions in each classification in the Fire Department as of March 1, 2016 are as of follows:

**Effective March 1, 2016**

**Fire Fighters – Suppression**

1. Fire Chief – 1
2. Captain – 3
3. Engineer/Apparatus Operator – 3
4. Firefighter/EMT – 9

**Fire Fighters – Fire Prevention/Fire Marshal**

1. Fire Marshal – 0

II. The classifications and number of positions in each classification in the Fire Department as of May 1, 2016, will be as follows:

**Effective May 1, 2016**

**Fire Fighters – Suppression**

1. Fire Chief – 1
2. Captain – 3
3. Engineer/Apparatus Operator – 3
4. Firefighter/EMT – 9

**Fire Fighters – Fire Prevention/Fire Marshal**

1. Fire Marshal – 1



# CURRENT

III. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation.

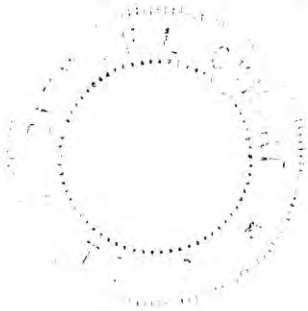
IV. Repealer: That all other ordinances, section, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

V. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

VI. Publication: That the City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

VII. This ordinance shall become effective and be in full force on March 1, 2016.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 1<sup>ST</sup> DAY OF MARCH, 2016.**




CITY OF LOCKHART

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

ATTEST:

APPROVED AS TO FORM:

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

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

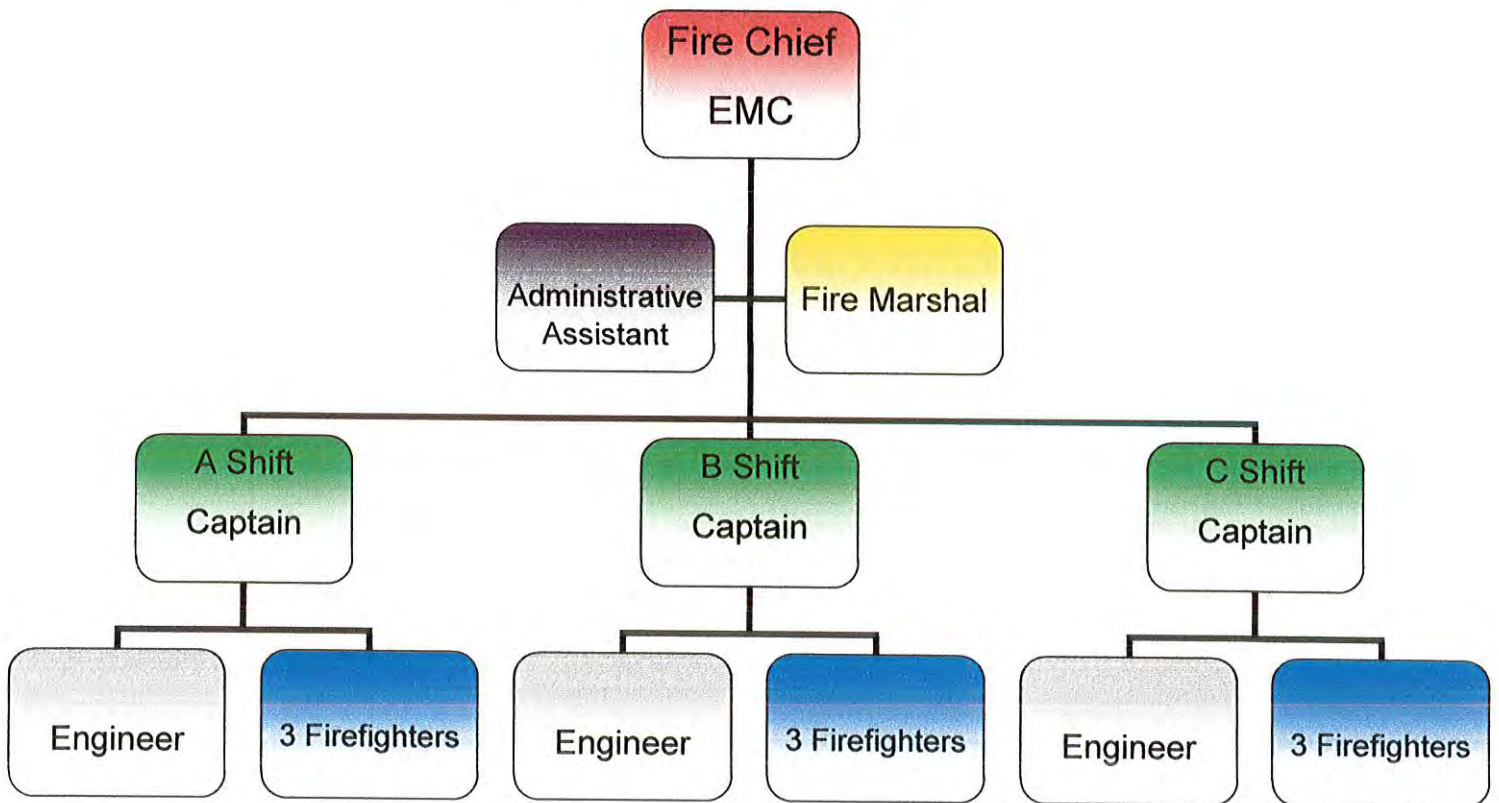


**Operations Proposal**  
**FY 2018**

# Vision

- Provide a high level of fire protection, fire prevention, emergency medical and public education to the citizens of Lockhart.
- Develop an experienced, professional, well trained, and career-oriented staff.
- Procure the necessary equipment and facilities to provide the foundation for future growth of the fire department and to meet service demands.
- Create a culture of pride and ownership within the fire department and the citizens of Lockhart.

## Lockhart Fire Rescue Current Organization Chart



## Proposed Operational Changes

The following operational recommendations are designed to improve the day to day operations of Lockhart Fire Rescue and include;

### 1. Fire Chief to serve as Fire Marshal and EMC

- Fire Marshal position has not been filled in 2 years plus.
- Increased fire inspections, fire prevention, and public education.
- Use fire shift personnel for pre-fire plans of commercial buildings. Develop commercial building target hazard list for high life safety and economic loss potential.
- Continue using contractors for plans review and inspection of new projects.

### 2. Reclassify current Fire Marshal position to Assistant Chief of Operations

- Fire Chief appoints 40 hour per week, exempt, civil service position.
- Responsible for day to day operations of suppression activities. Includes fire and ems incident response, training, public education, fire station, equipment, apparatus maintenance, and record keeping.
- Assistant Chief available for response and call back.

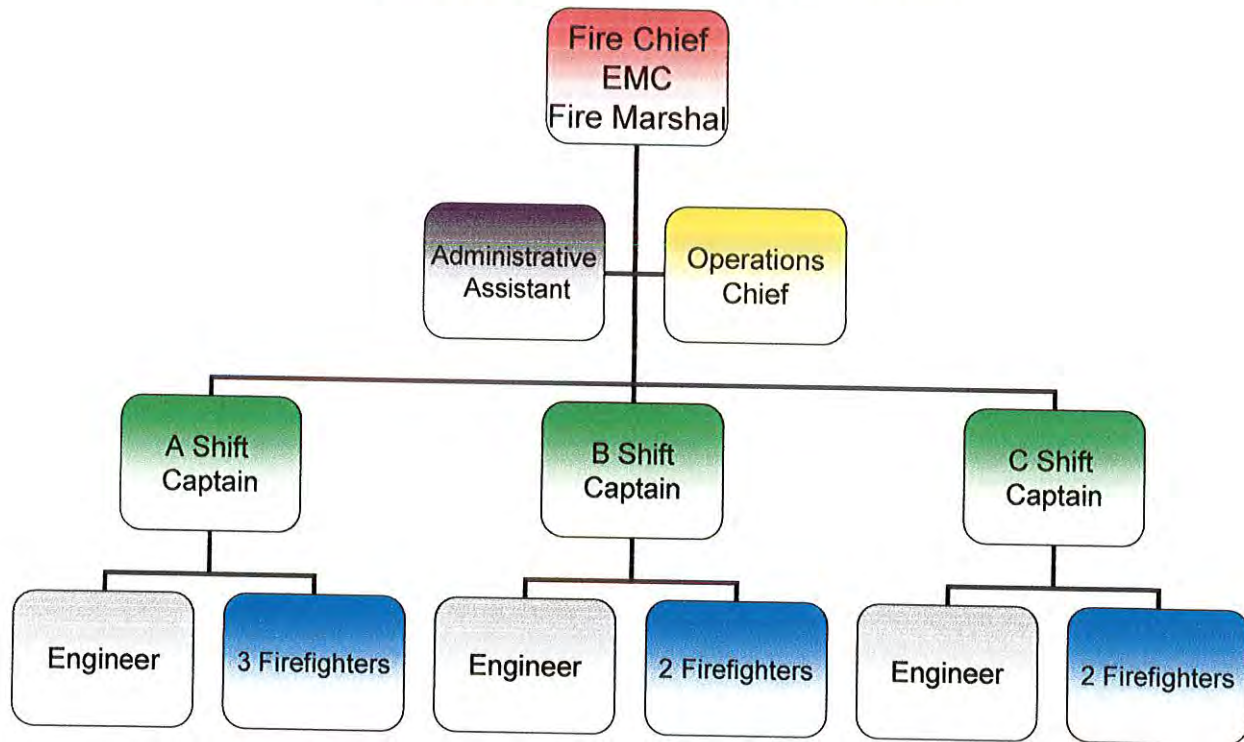
### 3. Implement new shift staffing pattern and civil service salary scale

- The fire department has not been fully staffed since 2016.
- The fire department had a total of 17 firefighters resign during calendar years of 2016 thru current date. The average time of service before leaving for the 17 firefighters was 1.83 years. (*attachment #1*)
- Reduce staffing by two (2) firefighter positions. Staffing would be four on two shifts and five on one shift. (*attachment #2*)
- Implement new civil service pay scale. Enhanced pay scale will allow the city to attract and retain more of its personnel and create a stable experienced fire department. (*attachment #3*)
- ISO review of proposed operational changes. (*attachment #5*)

### 4. Vehicle Replacement Schedule

- Vehicle replacement schedule to maintain efficient, reliable and safe operations. (*attachment 4*)

## Lockhart Fire Rescue Proposed Organization Chart



### Required ordinance and document updates to implement changes

- Update Fire Chief and Fire Marshal job descriptions.
- Council approve Assistant Chief appointment. (Sec. 143.014, Civil Service)
- Update strength of force. (Ordinance NO. 7-28) (Sec. 143.021, Civil Service)
- Remove “Minimum Eligibility Requirements for Fire Fighters – Fire Prevention/Fire Marshal” of the Lockhart Local Civil Service Rules and Regulation. (Sec. 143.023(3))
- Update step pay plan for Firefighters. (Ordinance NO. 2016-07)

## Lockhart Fire Rescue Vacancies 2016-2018

NAME	RANK	HIRE DATE	RESIGNED	MONTHS	AVG YEARS	YEARS	REASON FOR LEAVING
Richard Huizar	Firefighter	May 27, 2015	February 10, 2016	9	0.75	.75 mos	Universal City
George Schmitz	Firefighter	December 21, 2015	February 26, 2016	2	0.17	2 mos	Oak Hill ESD - FD
Ryan Parker	Fire Captain	August 31, 2014	August 18, 2016	24	2	2 year	Cedar Park FD
Kolton Crowell	Firefighter	April 28, 2015	August 27, 2016	16	1.33	1.25	Terrell Hills FD
Daniel Bearden	Fire Engineer	April 27, 2015	August 30, 2016	16	1.33	1.25	Caldwell County EMS
Ryan van Hee	Firefighter	January 19, 2016	September 13, 2016	9	0.75	0.75	Oak Hill ESD FD
Sean Little	Firefighter	October 24, 2016	January 14, 2017	3	0.25	2.5 months	Buda FD
Juan Jaines-Hernandez	Firefighter	October 26, 2016	February 23, 2017	4	0.33	4 mos	Jolleyville FD
Sean Cannon	Engineer	May 5, 2014	March 10, 2017	59	4.92	2 yr 10 mo	Austin FD
Mark Farmer	Firefighter	October 25, 2016	March 26, 2017	5	0.42	5 mo	Pflugerville FD
Trevor Tomlinson	Firefighter	March 13, 2017	March 25, 2017	0.5	0	0	Seton Hospital - Roundrock
Dustin Phillips	Firefighter	February 22, 2016	July 22, 2017	18	1.5	1 yr 5 mos	Private Sector
Jim Rodriguez	Firefighter	October 14, 2015	August 10, 2017	34	2.83	1 yr 9 mos	Pflugerville FD
Christopher McLeod	Captain	April 24, 2008	August 10, 2017	112	9.33	9 yr 4 mo	Leander FD
Esteban Ortega	Firefighter	February 8, 2016	December 28, 2017	22	1.83	1 yr 10 mos	Abilene FD
Joshua Blumhagen	Firefighter	May 16, 2017	May 16, 2018	12	1.00	1 year	Buda FD
Trevor Nelson	Captain	January 11, 2016	June 15, 2018	29	2.42	2 yr 5 mo	Austin FD

2/2

## Lockhart Fire Rescue - FY 2018 Staffing Proposal

<b>Reduce Staffing 2 Firefighters (Salary, Benefits) (\$55,235.24 each)</b>	<b>\$ (110,470.48)</b>
<b>Payroll Increases (new civil service scale)</b>	<b>\$ 45,895.00</b>
<b>Increase in Holiday Pay (104 hours x \$3 x 14 employees )</b>	<b>\$ 4,368.00</b>
<b>Increases in Personnel Moving Up a Pay Grade During Year (Average \$1,000 x 7)</b>	<b>\$ 7,000.00</b>
<b>Increase in Benefits, etc.</b>	<b>\$ 12,000.00</b>
<b>Savings to Payroll</b>	<b>\$ (41,207.48)</b>
Current Overtime Budget	\$ (50,000.00)
<b>Overtime Budget Requirements New Staffing Model</b>	
Vacation Coverage (7.5 Shifts x 8 FF) ( 1,440 hrs.) x \$25 per hr.	\$ 36,000.00
Sick Leave Coverage (1,000 hrs.) x \$25 per hr.	\$ 25,000.00
Training Coverage (40 hrs. x 13 FF)(520 hrs.) x \$25 per hr.	\$ 13,000.00
Increase in FLSA Overtime hours (\$8 x 150 hrs.) (\$1,200 x 13 employees)	\$ 15,600.00
<b>Increase to Overtime Budget</b>	<b>\$39,600</b>
<b>Projected Savings to Budget (Personnel, Benefits, and Overtime)</b>	<b>\$ (1,607.48)</b>

<b>Fire Department Step Pay Plan</b> <b>FIRE FIGHTERS - SUPPRESSION</b> <b>Civil Service Personnel</b> <b>Rate Per Hour</b> <i>*Effective March 1, 2016</i>						
Tenure						
Firefighter/EMT Per Hour	0	2	4	6	8	10+
		\$12.93	\$13.20	\$13.76	\$14.17	\$14.60
Tenure						
Fire Engineer Per Hour	1	2	4	6	8+	
		\$14.04	\$14.30	\$14.87	\$15.35	\$15.85
Tenure						
Captain Per Hour	2	4	6+			
		\$16.29	\$16.80	\$17.36		

<b>Fire Department Step Pay Plan</b> <b>FIRE FIGHTERS – FIRE PREVENTION / FIRE MARSHAL</b> <b>Civil Service Personnel</b> <b>Rate Per Hour</b> <i>*Effective May 1, 2016</i>						
Tenure						
Fire Marshal Per Hour	2	6	8+			
		\$24.37	\$24.94	\$25.48		

# EXHIBIT "A"



ATTACHMENT 4

Lockhart Fire Apparatus Replacement Schedule

Status	Assignment	Apparatus	Manu Date	Age	City ID	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Front Line	Station #1	Engine 4	2010	9	310								
New	N/A	Pumper	N/A	N/A	N/A				\$600,000				
Reserve	Station #3	Engine 2	1994	25	312								
Reserve	Station #3	Engine 1	1984	35	709								
Front Line	Staion #1	Rescue 1	2016	2	314								
New	N/A	Mini Pumper	N/A	N/A	N/A		\$250,000						
Front Line	Station #1	Brush 1	2012	6	313								
New	N/A	Wildland	N/A	N/A	N/A							\$120,000	
Front Line	Admin.	SUV	2008	10	302								
New	N/A	SUV	N/A	N/A	N/A		\$40,000						
Front Line	Admin.	Pick-up	2015	3	307								

Front Line    Reserve    Out of Service

\$250,000 Mini-Pumper : Grant Applied for  
 \$600,000 Pumper: Lease-Purchase

5/15

**Lockhart Fire Department  
Insurance Services Office (ISO) Review  
May 2018**

The ISO collects and analyze data on fire departments using the Fire Suppression Rating Schedule (FSRS) to determine the cities Public Protection Classification (PPC). The City of Lockhart currently has a 3/3X PPC. The PPC rating is determined by evaluating, emergency communications, fire department, and water supply. The following fire department items were reviewed based on the operational changes being considered.

***Reduce shift personnel by two (15 to 13). Maintain minimum staffing of four per day.***

Item 571 – Credit for Company Personnel (Page 17 PPC Summary Report)

- The on-duty strength is determined by the “daily minimum staffing” policy. The current FSRS recognizes 3.54 on-duty personnel daily. Our minimum staffing will remain at 4 per day under new staffing model.
- Creating Assistant Chief position. If two chief officers (Chief & Assistant Chief) respond to fire alarms one of the Chiefs may get credit as company personnel.

***Purchase Mini-Pumper***

Item 513 – Credit for Engine Companies (Page 14 PPC Summary Report)

- Place Mini-Pumper into service instead of current Rescue 1. The Mini-Pumper would give us credit for a second engine company in service. Maximum need per the FSRS is 3 engine companies.

Item 523 – Credit for Reserve Pumpers (Page 15 PPC Summary Report)

- Only 1 reserve pumper is needed to receive full credit.

Item 561 – Deployment Analysis (Page 16 PPC Summary Report)

- When Station #3 is built and staffed it will improve our distribution. The built upon area within 1 ½ road miles of first due engine company. The Mini-Pumper could be the primary response vehicle.
- The current PPC classification of 3 is for all structures within 5 road miles of staffed fire station and within 1,000 ft of fire hydrant. The 3X is for all structures within 5 miles of staffed fire station but beyond 1,000 ft of fire hydrant. Buildings with required fire flows over 3,500 gpm are graded individually.

Summary: Our current FSRS earned credit score is 70.18 (page 8 of PPC summary report). The proposed operational changes should not have a negative effect on our PPC rating. It would take a lot of improvement to reach the next plateau of 80 point for a PPC of 2, although we have a divergence score of 6.93 (page 22) based on the relative difference between the fire department and water department.



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

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

**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: June 5, 2018</b>					
Department: Fire Department				Initials	Date
Department Head: Randy Jenkins		Asst. City Manager			
Dept. Signature: <i>[Signature]</i>		City Manager		<i>[Signature]</i>	5-31-18
Agenda Item Coordinator/Contact (include phone #512-398-2321): Randy Jenkins					
<b>ACTION REQUESTED:</b> <input checked="" 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>					
<b>DISCUSSION AND/OR ACTION TO CONSIDER APPROVAL OF ORDINANCE 2018-14 OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS REPEALING UN-CODIFIED ORDINANCE 2016-07 IN ITS ENTIRETY AND ADOPTING THIS ORDINANCE REGARDING THE CITY PERSONNEL POLICY MANUAL REMOVING PERFORMANCE OR MERIT PAY FOR POLICE AND FIRE PERSONNEL AND ADOPTING A STEP PAY PLAN FOR POLICE AND FIRE DEPARTMENTS UNDER CIVIL SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.</b>					
<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					
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>					
Due to reorganization of the Fire Department classification plan, abolishing Fire Prevention/Fire Marshal and creating the rank of Assistant Chief, the step pay plan needs to be revised. The proposed step pay plan also includes adjustments to all pay steps to improve employee retention and attract more applications to increase department stability and experience. The cost of adding the Assistant Chief position and the increases to the step plan will be covered by the removal of two entry level Fire Fighter positions which are not currently filled.					
<b>STAFF RECOMMENDATION</b>					
The Fire Chief, Civil Service Director, and City Manager respectfully recommend approval of Ordinance 2018-14.					
List of Supporting Documents: Ordinance 2016-07, proposed Ordinance 2018-14			Other Departments, Boards, Commissions or Agencies:		

**ORDINANCE NO. 2018-14**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS; REPEALING UN-CODIFIED ORDINANCE 2016-07 IN ITS ENTIRETY AND ADOPTING THIS ORDINANCE REGARDING THE CITY PERSONNEL POLICY MANUAL; REMOVING PERFORMANCE OR MERIT PAY FOR POLICE AND FIRE PERSONNEL AND ADOPTING A STEP PAY PLAN FOR POLICE AND FIRE DEPARTMENTS UNDER CIVIL SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lockhart adopted a personnel policy manual on April 8, 1986; and

**WHEREAS**, certain sections address pay issues; and

**WHEREAS**, due to the implementation of Chapter 143 of the Texas Local Government Code for the Police Officers and Fire Fighters, “merit” pay for classified police officers and fire fighters must be abolished; and

**WHEREAS**, due to the implementation of Chapter 143 of the Texas Local Government Code for the Police Officers and Fire Fighters, classified police officers and fire fighters are going to be paid according to a “Step Plan”; and

**WHEREAS**, due to consideration of restructuring of fire classification abolishing the Fire Prevention/Fire Marshal position, and creating the rank of Assistant Chief, the step pay plan for fire classified personnel should be amended; and

**WHEREAS**, due to consideration of Fire salaries and a need to enhance hiring and retention of qualified personnel, the step pay plan for fire classified personnel must be adjusted; and

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

- I. The matters and facts set forth in the preamble are hereby found to be true.
- II. The following Step Pay Plans for the Fire Department (Exhibit “A”) and Police Department (Exhibit “B”) are expressly incorporated by reference and adopted for classified members of the Lockhart Fire Department and Lockhart Police Department.
- III. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail

by way of reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation.

IV. Repealer: That all other ordinances, section, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

V. Publication: That the City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

VI. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

VII. Effective Date: That this ordinance shall become effective on June 30, 2018.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 5<sup>th</sup> DAY OF JUNE, 2018.**

CITY OF LOCKHART

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

ATTEST:

APPROVED AS TO FORM:

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

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

<b>Fire Department Step Pay Plan</b> <b>Civil Service Personnel</b> <b>Rate Per Hour</b> <i>*Effective June 30, 2018</i>						
<b>Tenure<sup>1</sup></b>						
<b>Firefighter/EMT</b> Per Hour	<b>0</b>	<b>2</b>	<b>4</b>	<b>6</b>	<b>8+</b>	
	\$13.87	\$14.38	\$15.07	\$15.75	\$16.10	
<b>Tenure</b>						
<b>Fire Engineer</b> Per Hour	<b>0</b>	<b>3</b>	<b>6</b>	<b>9</b>	<b>12+</b>	
	\$15.41	\$15.75	\$16.44	\$16.78	\$17.12	
<b>Tenure</b>						
<b>Captain</b> Per Hour	<b>0</b>	<b>3</b>	<b>6</b>	<b>9</b>	<b>12+</b>	
	\$17.12	\$17.81	\$18.15	18.49	\$18.84	
<b>Tenure<sup>2</sup></b>						
<b>Assistant Chief</b> Per Hour	<b>0</b>	<b>3</b>	<b>6</b>	<b>9</b>	<b>12+</b>	
	\$26.44	\$26.92	\$27.40	\$27.88	\$28.85	

# EXHIBIT "A"

<sup>1</sup> "Tenure" is tenure from the hire date. Therefore, step progression is based on years with the Department, not time in rank.

<sup>2</sup> The Assistant Fire Chief will be exempt from overtime and will be paid on a salary basis.

**Police Department  
Civil Service Personnel  
Rate Per Hour  
Effective March 1, 2016**

<u>Tenure</u>								
<b>Police Cadet Per Hour</b>	<b>0</b>							
	16.00							
<u>Tenure</u>								
<b>Police Officer Per Hour</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>4</b>	<b>6</b>	<b>8</b>	<b>10</b>	<b>12+</b>
	\$20.97	\$21.52	\$22.07	\$22.63	\$23.31	\$24.01	\$24.73	\$25.47
<u>Tenure</u>								
<b>Sergeant Per Hour</b>	<b>2</b>	<b>4</b>	<b>6</b>	<b>8</b>	<b>10+</b>			
	\$25.96	\$26.51	\$27.37	\$28.26	\$29.18			
<u>Tenure</u>								
<b>Lieutenant Per Hour</b>	<b>4</b>	<b>6</b>	<b>8+</b>					
	\$29.56	\$30.59	\$31.67					
<u>Tenure</u>								
<b>Captain Per Hour</b>	<b>4</b>	<b>6+</b>						
	\$31.77	\$33.68						

# EXHIBIT "B"

# CURRENT

ORDINANCE NO. 2016-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS REPEALING UN-CODIFIED ORDINANCE 2016-03 IN ITS ENTIRETY AND ADOPTING THIS ORDINANCE REGARDING THE CITY PERSONNEL POLICY MANUAL REMOVING PERFORMANCE OR MERIT PAY FOR POLICE AND FIRE PERSONNEL AND ADOPTING A STEP PAY PLAN FOR POLICE AND FIRE DEPARTMENTS UNDER CIVIL SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart adopted a personnel policy manual on April 8, 1986; and

WHEREAS, certain sections address pay issues; and

WHEREAS, due to the implementation of Chapter 143 of the Texas Local Government Code for the Police Officers and Fire Fighters, "merit" pay for classified police officers and fire fighters must be abolished; and

WHEREAS, due to the implementation of Chapter 143 of the Texas Local Government Code for the Police Officers and Fire Fighters, classified police officers and fire fighters are going to be paid according to a "Step Plan"; and

WHEREAS, due to consideration of fire classifications including 2 separate categories: Fire Fighters – Suppression AND Fire Fighters – Fire Prevention/Fire Marshal, the step pay plan for fire classified personnel should be amended;

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

- I. The matters and facts set forth in the preamble are hereby found to be true.
- II. The following Step Pay Plans for the Fire Department (Exhibit "A") and Police Department (Exhibit "B") are expressly incorporated by reference and adopted for classified members of the Lockhart Fire Department and Lockhart Police Department.
- III. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation.
- IV. Repealer: That all other ordinances, section, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.
- V. Publication: That the City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

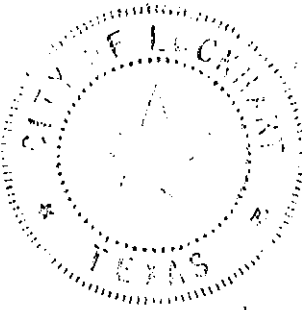


# CURRENT

VI. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

VII. Effective Date: That this ordinance shall become effective on March 1, 2016.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 1<sup>ST</sup> DAY OF MARCH, 2016.**



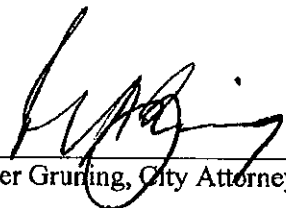
CITY OF LOCKHART

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

ATTEST:

APPROVED AS TO FORM:

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

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

# CURRENT

<b>Fire Department Step Pay Plan</b> <b>FIRE FIGHTERS - SUPPRESSION</b> <b>Civil Service Personnel</b> <b>Rate Per Hour</b> <i>*Effective March 1, 2016</i>						
<u>Tenure</u>						
Firefighter/EMT Per Hour	0	2	4	6	8	10+
		\$12.93	\$13.20	\$13.76	\$14.17	\$14.60
<u>Tenure</u>						
Fire Engineer Per Hour	1	2	4	6	8+	
		\$14.04	\$14.30	\$14.87	\$15.35	\$15.85
<u>Tenure</u>						
Captain Per Hour	2	4	6+			
		\$16.29	\$16.80	\$17.36		

<b>Fire Department Step Pay Plan</b> <b>FIRE FIGHTERS – FIRE PREVENTION / FIRE MARSHAL</b> <b>Civil Service Personnel</b> <b>Rate Per Hour</b> <i>*Effective May 1, 2016</i>						
<u>Tenure</u>						
Fire Marshal Per Hour	2	6	8+			
		\$24.37	\$24.94	\$25.48		

## EXHIBIT "A"

# CURRENT

Police Department Civil Service Personnel Rate Per Hour Effective March 1, 2016								
Tenure								
Police Cadet Per Hour	0							
	16.00							
Tenure								
Police Officer Per Hour	0	1	2	4	6	8	10	12+
	\$20.97	\$21.52	\$22.07	\$22.63	\$23.31	\$24.01	\$24.73	\$25.47
Tenure								
Sergeant Per Hour	2	4	6	8	10+			
	\$25.96	\$26.51	\$27.37	\$28.26	\$29.18			
Tenure								
Lieutenant Per Hour	4	6	8+					
	\$29.56	\$30.59	\$31.67					
Tenure								
Captain Per Hour	4	6+						
	\$31.77	\$33.68						

## EXHIBIT "B"

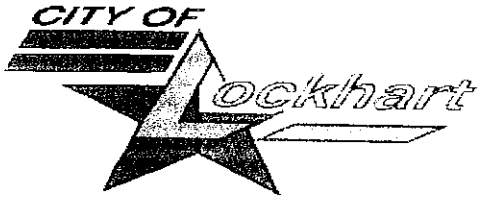


Work Session Item # \_\_\_\_\_

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: June 5, 2018				
Department: Public Works/Water-Wastewater			Initials	Date
Department Head: Sean P. Kelley		Asst. City Manager		
Dept. Signature: <i>Sean Kelley</i>		City Manager		<i>SK</i> 5-31-2018
Agenda Item Coordinator/Contact (include phone #): Sean P. Kelley				
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" 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 recommendation to approve Change Order #1 in the amount of \$36,200.00 increasing the contract with Fuquay, Inc., of New Braunfels, Texas, to \$184,271.20 for additional street paving on Blackjack Street east of Main, Frio Street one block south of SH 142, and North Blanco Street between Ash and Pine Street, and appointing the Mayor to sign all contractual documents if approved.				
<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):FY 2017-2018 Budget</b>				
<b>SUMMARY OF ITEM</b>				
These streets are in need of a edge milling with a 2" overlay. Blackjack Street between US183 and South Main Street is part of the 2018-2019 Street Improvement Plan that was approved by Council. We have also identified two additional streets that would be eligible for this overlay treatment. One being Frio Street from West San Antonio Street to Market Street and the other being North Blanco Street from Ash Street to Pine Street. If approved, this change order will increase the contract by 24.4% which is allowable under State Law without having to re-bid.				
<b>STAFF RECOMMENDATION</b>				
Interim Public Works Director Sean Kelley recommends approval of the Change Order to Fuquay, Inc. in the amount of \$36,200.00.				
List of Supporting Documents: Original approval amount and Change Order #1		Other Departments, Boards, Commissions or Agencies:		



**CHANGE ORDER**

NO: 1

**COMPANY: FUQUAY, INC.**

**FOR: ADDITIONAL PAVING WORK**

ORIGINAL CONTRACT AMOUNT	\$ 148,071.20
CHANGE ORDER # 1	\$ 36,200.00
TOTAL AMENDED CONTRACT:	\$ 184,271.20

FUQUAY INC.

_____ PRINTED NAME	_____ SIGNATURE	_____ DATE
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CITY OF LOCKHART

_____ MAYOR LEW WHITE	_____ DATE
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Work Session Item # \_\_\_\_\_

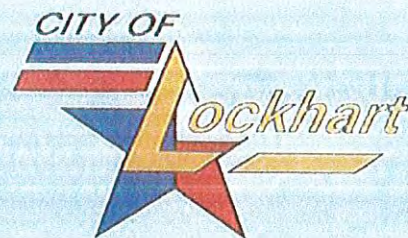
Reg. Mtg. Item # \_\_\_\_\_

**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
<b>Council Meeting Dates:</b> May 15, 2018				
Department: Public Works/Water-Wastewater			Initials	Date
Department Head: Sean P. Kelley		Asst. City Manager		
Dept. Signature:		City Manager		
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 type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
Discussion and/or action regarding recommendation to award bid to Fuquay, Inc., of New Braunfels, Texas, in the amount of \$148,071.20 for street repairs and paving consisting of 980 SY of 10" Mill, 980 SY of 8" type B Black Base, 8,280 SY of 2" HMA, 7,300 SY of Underseal on Mockingbird Lane, San Jacinto Street, Cibilo Street and Prairie Lea Street and appointing the Mayor to sign all contractual documents.				
<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>				
These street repairs are part of the 2018 Street Improvement Projects approved by Council. Bids were advertised in compliance with State Law for the paving and repairs of Mockingbird Lane, San Jacinto Street, Cibilo Street and Prairie Lea Street. Four (4) bids were received ranging from \$148,071.20 to \$230,0578. The lowest bid was submitted by Fuquay, Inc. This company has a commendable reputation in the construction business along with the personnel and equipment to get the job done successfully and on time.				
<b>STAFF RECOMMENDATION</b>				
City Engineer Charles Scheler and Interim Public Works Director Sean Kelley recommend approval of the bid award to Fuquay, Inc. in the amount of \$148,071.20.				
List of Supporting Documents: City Engineer Recommendation Letter, Bid Tab		Other Departments, Boards, Commissions or Agencies:		



# BID OPENING



**OWNER:** City of Lockhart  
**PROJECT:** 2018 Street Improvements Project  
**ENGINEER:** TRC Engineers, Inc.

**PROJECT NO.:** 302604  
**DATE:** May 8, 2018  
 11:00 AM

NAME OF BIDDER	BID BOND	TOTAL PROPOSAL
All-In Construction 210-401-9000		—
Alpha Paving Industries, LLC 512-368-6055	✓	\$ 206,195. <sup>00</sup>
Curran Contracting Company 210-819-6128		—
Jericho, Inc. 619-854-1354		—
Tierra Lease Service, LLC 361-318-2244		—
Fuquay	✓	\$ 148,071. <sup>20</sup>
Lone Star Paving	✓	\$ 175,691. <sup>65</sup>
Austin Materials	✓	\$ 230,578. <sup>00</sup>

**LOCKHART, TEXAS  
2018 STREET IMPROVEMENTS PROJECT  
SECTION P - PROPOSAL  
BASE BID PROPOSAL**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
P.1.	7,300	S.Y.	<p>For furnishing all equipment and labor to mill existing asphalt streets a minimum depth of 0-2" as shown on the plans or as directed by City Staff to include hauling milled material and vacuum sweeping, complete in place, for the sum of:</p> <p><u>Eighteen Thousand Six</u> <u>Hundred Fifteen</u> Dollars <u>Zero</u> Cents</p> <p>(\$ <u>2.55</u> ) per square yard</p>	\$ <u>18,615.00</u>
P.2.	980	S.Y.	<p>For furnishing all equipment and labor to mill existing asphalt streets a minimum depth of 10" as shown on the plans or as directed by City Staff to include hauling milled material and vacuum sweeping, complete in place, for the sum of:</p> <p><u>Twelve Thousand Four</u> <u>Hundred Ninety Five</u> Dollars <u>Zero</u> Cents</p> <p>(\$ <u>12.75</u> ) per square yard</p>	\$ <u>12,495.00</u>
P.3.	980	S.Y.	<p>For furnishing and installing 8" minimum Type B Hot Mix Asphaltic Concrete, (Black Base) in two 4" lifts, including all rolling, compaction, complete in place, for the sum of:</p> <p><u>Thirty Four Thousand</u> <u>Fifty Five</u> Dollars <u>Zero</u> Cents</p> <p>(\$ <u>34.75</u> ) per square yard</p>	\$ <u>34,055.00</u>



**LOCKHART, TEXAS  
2018 STREET IMPROVEMENTS PROJECT  
SECTION P - PROPOSAL  
BASE BID PROPOSAL**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
P.4.	7,300	S.Y.	<p>For furnishing and installing an Polymer Modified Asphalt Cement Under-Seal, as shown on the plans, complete in place, for the sum of:</p> <p style="text-align: center;"><u>Nine Thousand One Hundred</u> <u>Twenty Five</u> Dollars <u>Zero</u> Cents</p> <p>(\$ <u>1.25</u> ) per square yard</p>	\$ <u>9,125.00</u>
P.5.	8,280	S.Y.	<p>For furnishing and installing a 2" Type D, Hot Mix Asphaltic Concrete surface course, including all rolling, compaction, and sweeping, for the sum of:</p> <p style="text-align: center;"><u>Seventy Two Thousand Seven</u> <u>Hundred Eighty One</u> Dollars <u>Twenty</u> Cents</p> <p>(\$ <u>8.79</u> ) per square yard</p>	\$ <u>72,781.20</u>
P.6.	1	EA.	<p>For furnishing all labor and materials needed to adjust manhole tops and install encasement, complete in place, for the sum of:</p> <p style="text-align: center;"><u>Five Hundred</u> Dollars <u>Zero</u> Cents</p> <p>(\$ <u>500.00</u> ) per each</p>	\$ <u>500.00</u>

**LOCKHART, TEXAS  
2018 STREET IMPROVEMENTS PROJECT  
SECTION 2 PROPOSAL  
BASE BID PROPOSAL**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
P.7.	1	EA.	For furnishing all labor and materials needed to adjust water valves and install encasement, complete in place, for the sum of:  <hr style="width: 80%; margin-left: 0;"/> <i>Five Hundred</i> Dollars <hr style="width: 80%; margin-left: 0;"/> Cents  (\$ <i>500.00</i> ) per each	\$ <i>500.00</i>
<b>TOTAL BASE BID PROPOSAL: (SUMMATION OF ITEMS P.1. THROUGH P.7.)</b>  <i>One Hundred Forty Eight Thousand</i> <hr style="width: 80%; margin-left: 0;"/> <i>Seventy One</i> Dollars <hr style="width: 80%; margin-left: 0;"/> <i>Twenty</i> Cents				\$ <i>148,071.20</i>

The above prices shall include all labor, materials, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications to the satisfaction of the Engineer.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered in the above bid, and that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

The Contractor agrees to complete the project on which he has bid, as specified and shown on the plans, within 60 consecutive calendar days as provided in the General Conditions of the Agreement.



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	
<b>Council Meeting Dates:</b> June 5, 2018					
Department: Public Works/Water-Wastewater			Initials	Date	
Department Head: Sean P. Kelley		Asst. City Manager			
Dept. Signature: <i>Sean Kelley</i>		City Manager		<i>AK</i>	<i>5-31-2018</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 type="checkbox"/> AGREEMENT <input checked="" 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 recommendation to approve Buyboard purchase to Fuquay, Inc., of New Braunfels, Texas in the amount of \$30,784.00 for work consisting of chip sealing 14,800 SY of San Jacinto Street by applying 0.38" of AC-20-5TR Asphalt with Grade 5 Trap Rock, and appointing the Mayor to sign required documents.					
<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):FY 2017-2018 Budget</b>					
<b>SUMMARY OF ITEM</b>					
This street is part of the 2018-2019 Street Improvement Plan that was approved by Council. This chip seal would take place on San Jacinto Street between the end of the new repairs at the intersection of San Jacinto Street and Clearfork Street to State Park Road. Using this process now on this highly used section of street will avoid having to spend \$175,000 or more in the near future.					
<b>STAFF RECOMMENDATION</b>					
Interim Public Works Director Sean Kelley recommends approval of the Buyboard Purchase to Fuquay, Inc. in the amount of \$30,784.00.					
List of Supporting Documents: Proposal from Fuquay			Other Departments, Boards, Commissions or Agencies:		



FUQUAY, INC.



4861 Old Hwy 81, New Braunfels, TX 78132

Phone (830) 606-1882 Fax (830) 606-1885

164

# PROPOSAL

DATE: June 1, 2018  
 PROJECT: CITY OF LOCKHART SEAL COAT PROJECT  
 SAN JACINTO FM TO 252' SOUTH OF CLEARFORK

## Cured In Place Pipe CIPP for Pipeline Rehabilitation #555-18

ITEM 35	All Other Underground Construction and Supplemental Items and Additional Associated Items	Unit	Quantity	LIST PRICING		MEMBER PRICING			PROJECT SPECIFIC DISCOUNTED PRICING	
				List Price	Total	7% Discount	Price	Total	Discount Price	Total
Section II Item 35	Concrete/Road Work 35275 One Course Surface Treatment	SY	14800	\$6.50	\$96,200.00	-50.46	\$6.05	\$89,466.00	\$2.08	\$30,784.00
					\$96,200.00			\$89,466.00		\$30,784.00

**SPECIAL PROJECT NOTES**

1) PROPOSAL BASED ON AC 20 STR AT A RATE OF .38 AND TRAP ROCK GRADE 5 AT A RATE OF 1:115

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED AND THE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWING AND SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER. ANY ALTERATION OR DEVIATION FROM SPECIFICATIONS AND DRAWINGS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE QUOTATION WORKERS COMPENSATION AND PUBLIC LIABILITY INSURANCE ON ABOVE WORK TO BE FURNISHED BY FUQUAY, INC. THERE MAY BE AN ADDITIONAL CHARGE FOR PROVIDING A WAIVER OF SUBROGATION AND/OR BEING LISTED AS AN ADDITIONAL INSURED ON FUQUAY'S INSURANCE. THE CHARGE SHALL BE EQUAL TO THE AMOUNT CHARGED TO FUQUAY FOR SAID SERVICE.

**EXCLUSIONS:**

BOND, SALES TAX, AND OCT  
PERMITS, BURDENS, FEES

**TERMS:**

PAYMENTS FOR SERVICES SHALL BE DUE AND PAYABLE WITHIN THIRTY DAYS OF THE DATE/MONTH THE WORK IS PERFORMED. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN THIRTY DAYS.

REMOVED BY SUBSTITUTION

FUQUAY, INC.

ACCEPTED BY:

COMPANY:

NAME:

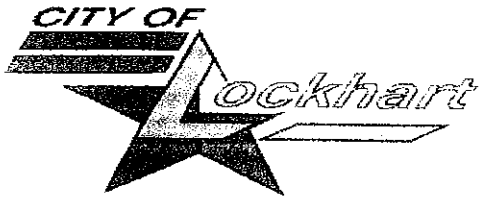
TITLE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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AGREEMENT

BETWEEN CITY OF LOCKHART AND FUQUAY, INC.,

PAVING SERVICES UNDER BUYBOARD

Fuquay, Inc., agrees to use AC-20-5TR at the appropriate application rate to apply a chip seal with Grade 5 Trap Rock on San Jacinto Street from near Crosse-Pointe Drive to State Park Road.

Fuquay, Inc. will provide all materials, equipment, traffic control, labor, and supervision to complete approximately 14, 800 square yards of chip seal according to TxDOT construction specifications.

The BuyBoard price for this project will be \$30,784.

FUQUAY INC.

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

CITY OF LOCKHART

\_\_\_\_\_  
MAYOR LEW WHITE

\_\_\_\_\_  
DATE



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
<b>Council Meeting Dates:</b> June 5, 2018				
Department: Public Works/Water-Wastewater			Initials	Date
Department Head: Sean P. Kelley		Asst. City Manager		
Dept. Signature: <i>Sean Kelley</i>		City Manager		5-31-2018
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 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>				
Discussion and/or action to consider approval of seeking bids for improvements and repairs to the Lockhart Water Treatment Plant which could cost an estimated \$ 672,424				
<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): 2015 CO Funds</b>				
<b>SUMMARY OF ITEM</b>				
The improvements to the water plant would include upgrading the outdated Supervisory control and data acquisition system (SCADA) , rehabilitating Well #9, replacing several electrical panels for various equipment, replacement of a pump and motor, painting of structures that are exposed to the elements and replacing a 14" water line that runs underneath the building. This water plant which can treat up to 4.8 million gallons per day has remained in operation since 1953 and has gone through many improvements over the years. These necessary improvements will keep the plant producing water for years to come. Bids will be taken for each of the skills and segments involved and brought back to Council for consideration of approval.				
<b>STAFF RECOMMENDATION</b>				
Interim Public Works Director/Water-Wastewater Superintendent Sean Kelley requests approval to proceed with seeking bids to complete the required improvements and repairs to the Water Plant and Wells System.				
List of Supporting Documents: Cost Estimates of All Improvements			Other Departments, Boards, Commissions or Agencies:	

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Proposed Water Plant  
Improvements 2018-2019

Priority	Task	Job	Price
2	Electrical	Replace Panel Pump 2	\$11,775.00
2	Electrical	Replace High Service Pump Panel	\$25,550.00
2	Electrical	Replace Control Panel for the 4 Blower Motors	\$15,900.00
2	Electrical	Replace High Service Distribution Panel	\$30,300.00
2	Electrical	Add Control Panel for the Clearwell Pumps	\$21,400
4	Elect./P&M	Replace Pump and Motor to TP3	\$54,693
3	Water Lines	Splitter Box Piping	\$8,831
3	Water Lines	Replace the 14" Main that is Under the Building	\$34,158
5	Paint/Maint.	Sand blast,Prime,Paint-I-Beam, Frame Ect.. in Plant	\$34,604
5	Paint/Maint.	Wash/Paint-Fiberglass Tanks and Blowers	\$5,213
1	SCADA	Replace Master Control at Water Plant	\$45,000
1	SCADA	Replace 17 RTU's at Well Plant, Towers, Tanks and L.S.	\$77,000
1	SCADA	Replace Entire Radio System, 1 Master and 17 RTU's	\$28,000
1	SCADA	Replace Existing Wonderware HMI with Ignition and PC	\$15,000
1	SCADA	Labor, Installation, Programming and Testing	\$85,000
	Wells	Rehabilitate Well# 9- Agresive Acid Cleaning Treatment	\$80,000
		<b>TOTAL</b>	<b>\$572,424</b>

	Subtotals	
Electrical-Low Bid		\$104,925.00
Electrical-High Bid		\$127,979.46
Elect./Pumps & Motors	Get additional bid for this item	\$54,693
Water Lines/ Water Plant		\$42,989
Painting- I-Beam, Fiberglass Tanks, Blowers,Ect...		\$39,817
Estimate was \$250K, the scope of work/bids will be available sometime in August	SCADA-Low	\$250,000
High Estimate- May come in lower	SCADA-High	\$350,000
	Well #9	\$80,000
Estimate to complete all work- SCADA could be an additional \$100K-Best to Budget .....		\$572,424.00
		\$672,424.00



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	
<b>Council Meeting Dates:</b> June 5, 2018					
Department: Public Works/Water-Wastewater			Initials	Date	
Department Head: Sean P. Kelley		Asst. City Manager			
Dept. Signature: <i>Sean Kelley</i>		City Manager		<i>[Signature]</i>	5-31-2018
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 approval of proposed Guadalupe-Blanco River Authority lease of space on the Maple Street Water Tower to place an antenna to improve communications between water plants, sewer plants, and sewer lift stations and appointing City Manager to sign lease agreement.					
<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>					
The antenna will improve the communications for the Supervisory Control and Data Acquisition system (SCADA) network that controls and monitors many of the aspects of the water plant, wells, water towers, sewer plants and sewer lift stations.					
<b>STAFF RECOMMENDATION</b>					
Interim Public Works Director/Water-Wastewater Superintendent Sean Kelley recommends approval of lease agreement with GBRA for the placement of an antenna on the Maple Street Water Tower.					
List of Supporting Documents: Proposed Lease			Other Departments, Boards, Commissions or Agencies:		

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**GUADALUPE-BLANCO RIVER AUTHORITY AND THE CITY OF LOCKHART  
TANK LEASE AGREEMENT**

**WHEREAS**, City of Lockhart ("City") is the owner of an elevated storage tank ("Tank") located at 431 City Line Rd., Lockhart Texas, on the real estate described and shown by location in EXHIBIT A ("Property") which is attached hereto, incorporated herein, and made a part hereof for all purposes, such Tank and Property collectively hereinafter referred to at times as the "Leased Premises"; and

**WHEREAS**, Guadalupe – Blanco River Authority ("GBRA") desires to lease space on the Leased Premises for the purpose of installing and maintaining a communications point to serve the City of Lockhart's Water and Wastewater Operations.

**WHEREAS**, GBRA will update communication equipment on the Tank on or about the 1st day of July, 2018. The City agrees to permit such activity recognizing it will improve the quality and reliability of SCADA and Operations monitoring systems currently operated for the City by GBRA. The parties desire to reduce their agreement to writing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS this lease agreement authorized by the City and GBRA and agree as follows:

1. **Grant of Lease.** City does hereby lease to GBRA, and GBRA leases from the City sufficient space on, in and around the Tank to attach the necessary equipment for the purpose of installing and maintaining a communications point necessary to bridge GBRA's corporate network to the City Water and Wastewater Plants ~~and an additional~~ <sup>YE</sup> ~~access point to improve the City's SCADA monitoring network.~~ The parties agree that GBRA shall pay an annual lease fee of \$1.00 for the term of this agreement. The lease agreement covers any required wiring and cables from the antennas down the Tank to the base of the Tank and such space in the Tank as may be required by GBRA to properly and efficiently conduct the communications points as describes herein. GBRA agrees to provide notice to the City of any replacement of any equipment on the Tank. GBRA further agrees to exercise industry-standard safe climbing practices in the installation and maintenance of the equipment. GBRA, while on the Property (except as needed to install or remove

equipment), or upon leaving the Property, will leave the Property in as good condition as when GBRA first entered onto the Property under this lease agreement.

The City shall provide access as may be required by GBRA, for the purposes of servicing GBRA's equipment. GBRA shall not permit the Leased Premises to be used for any purpose not approved in this Agreement, without written consent of the City. If any of the equipment becomes fixtures, they shall nevertheless be and remain the property of GBRA and GBRA shall have the right to remove all or part of them upon the termination or expiration of this lease agreement.

2. **Term.** The term of this lease agreement shall be effective upon dual execution and shall continue for as long as the ~~SCADA and operations monitoring systems are no longer needed to transmit data and information from the Luling Treatment Plant to the Lockhart water delivery system~~ GBRA is contracted to operate and supply water to the City of Lockhart Water and Wastewater systems.

3. **Physical Interference; Required City Maintenance.** GBRA shall not use the Leased Premises in any way which interferes with the use of the Leased Premises by the City for City's primary purpose of storage and transport of water ("Water Operations"). GBRA shall not use, nor shall it permit its lessees, licensees, employees, invitees or agents to use, any portion of the Leased Premises in any way that interferes with the Water Operations of the City.

In the event the City needs to make any repairs or modifications to the Leased Premises, the City agrees to use its best efforts to assure that there is no interruption to or interference with GBRA's equipment. In the event any repairs or maintenance to be undertaken by or on behalf of the City are reasonably likely to cause interruption to or interference with GBRA's equipment, the City shall provide GBRA with at least thirty (30) days advance written notice thereof and cause such repairs and/or maintenance to be completed as expeditiously as reasonably possible and in a manner that minimizes the interruption to and interference with GBRA's normal operations.

4. **Electronic Interference.** GBRA agrees to install equipment of a type and frequency that will not cause interference to existing equipment that is located on the

Leased Premises as of the date of this agreement. In the event GBRA's equipment causes such interference, even if resulting from operations in full compliance with any applicable Federal Communications Commission ("FCC") regulations, and after the City has notified GBRA of such interference, GBRA will use its best efforts to correct and eliminate the interference.

5. **Equipment.** GBRA shall have the right, at its expense, to erect and maintain its equipment on the Leased Premises and to replace and upgrade its equipment at any time during the term of this lease agreement. GBRA shall cause all construction it undertakes on the Leased Premises to occur lien-free and in compliance with all applicable laws and ordinances. The equipment shall remain the exclusive property of GBRA and GBRA shall have the right to remove its equipment at any time during and upon termination of this lease agreement. Due to its proximity with sensitive water distribution equipment, GBRA shall provide the City with forty-eight (48) hours prior notice of access, or in the case of an emergency, by the next business day of access to the Premises.

6. **Termination.** Except as otherwise provided herein, this lease agreement may be terminated, without any penalty or further liability immediately upon written notice by GBRA, if the Tank facilities are destroyed or damaged so that in GBRA's reasonable judgment GBRA's effective use of its equipment is substantially or adversely affected. In such event the rights and obligations of the parties relating to use for the Leased Premises shall cease as of the date of the damage or destruction. GBRA shall remove all equipment and apparatus from the Leased Premises within thirty (30) days following termination or expiration of this Lease.

7. **Assignment.** GBRA shall not have the right to assign or otherwise transfer this lease to any person or business entity without written consent of the City. Such consent shall not be unreasonably withheld.

8. **Severability.** Nothing contained in this agreement shall be construed to require commission of any act contrary to law, and wherever there is any conflict between any provision of this agreement and any law, such law shall prevail; provided however, that in such event, the affected provisions of this agreement shall be modified to the minimum

extent necessary to permit compliance with such law and all provisions of this agreement shall continue in full force and effect. In the event that any one or more of the provisions contained in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained in it.

9. **Entire Agreement.** This lease agreement constitutes the entire agreement and understanding the parties, and supersedes all offers, negotiations and other agreements, with respect to the subject matter and property covered by this lease agreement.

10. **Texas Law / Defenses and Immunities.** This lease agreement shall be governed, interpreted, construed and regulated in accordance with the laws of the State of Texas. Venue for any disputes arising from this agreement shall be in Guadalupe County< Texas. Nothing herein shall be construed to waive or compromise the defenses or immunities of either party to this lease agreement, their officials, officers, management, employees, or agents.

**Guadalupe – Blanco River Authority:**

_____ Signature	_____ Date
Kevin Patteson, General Manager / CEO Guadalupe – Blanco River Authority 933 East Court Street Seguin, TX 78155	

**City of Lockhart**

_____ Signature	_____ Date
Mr. Vance Rodgers, City Manager City of Lockhart Lockhart, TX	

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**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:</b> June 5, 2018				
Department: Economic Development		Initials	Date	
Department Head: Robert Tobias	Asst. City Manager			
Dept. Signature: <i>Robert Tobias</i>	City Manager	<i>[Signature]</i>	<i>6.1.18</i>	
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>				
Conduct second reading and discussion and/or action regarding Resolution 2018-11 approving a Type B project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Project Soar in an amount not to exceed \$491,049 based on a \$15 million capital investment (includes \$5 million of land purchase) with a minimum of fifty (50) new full-time equivalent (FTE) jobs to be created at an average annual wage of \$35,000 during the first five years of this agreement and retained for the balance of this ten (10) year agreement.				
<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): LEDC, Texas Capital Fund, other</b>				
<b>SUMMARY OF ITEM</b>				
The Lockhart Economic Development Corporation (LEDC) held the required public hearing on April 16, 2018. The board unanimously approved LEDC Resolution 2018-05 at its recent board meeting on May 21, 2018. The LEDC received input from representatives of Project Soar, inputs from staff, and reviewed the Business Information Form.				
<b>STAFF RECOMMENDATION</b>				
Staff respectfully recommends approval of Resolution 2018-11 as presented.				
List of Supporting Documents: Resolution 2018-11, Minutes from April 16, 2018 meeting, Draft LEDC Minutes from May 21, 2018 meeting, LEDC Resolution 2018-05, Public Hearing Notice		Other Departments, Boards, Commissions or Agencies: Lockhart Economic Development Corporation		

**RESOLUTION NO. 2018-11**

**A RESOLUTION OF THE LOCKHART CITY COUNCIL FOR FUNDING UP TO \$491,049 FOR PROJECT SOAR UNDER THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, AS AMENDED, FOR INFRASTRUCTURE IMPROVEMENTS THAT ARE REQUIRED OR SUITABLE FOR THE DEVELOPMENT, RETENTION, OR EXPANSION OF FACILITIES TO PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES, AND TO CREATE AND MAINTAIN NEW JOBS**

**WHEREAS**, the Lockhart Economic Development Corporation (“LEDC”) is a Type B corporation created and operated pursuant to the Texas Economic Development Act of 1979, as amended (“the Act”); and

**WHEREAS**, the Act provides for the funding of certain projects for the development, retention, or expansion of facilities, including expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, create or retain jobs within the state, promote new or expanded business development, and construct infrastructural improvements for new or expanded business enterprises; and

**WHEREAS**, LEDC approved a project named PROJECT SOAR after proper public notice and a public hearing on April 16, 2018, for an incentive amount not to exceed \$491,049 based on a \$15 million investment, (includes \$5 million for land), with up to 50 new full-time equivalent (FTE) jobs with an average annual wage of \$35,000 to be created and retained for a minimum of ten (10) years; and

**WHEREAS**, the LEDC has determined that PROJECT SOAR (a) meets the requirements for a project under the Act; (b) serves as a public purpose by contributing to the development, retention, or expansion facilities, including expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, and to the creation or retention of jobs within the City, County and State; and (c) should be approved and funded.

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

**SECTION 1.** The facts and findings described in the preamble of this resolution are incorporated herein as if fully set out.

**SECTION 2.** The infrastructure improvements project costs and other associated development costs are HEREBY APPROVED as follows:

The LEDC shall pay up to \$491,049 for infrastructure and other development costs subject to the conditions as set out in Exhibit A Economic Development Performance Agreement attached hereto and in Chapters 501, 504, and 505 of the Texas Economic Development Corporation Act of 1979.

**PASSED AND ADOPTED** at a regular meeting of the Lockhart City Council held on this 5<sup>TH</sup> day of June.

City of Lockhart

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

ATTEST:

APPROVED AS TO FORM:

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

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

**ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT**  
**Approved by LEDC 5-21-2018**

This Economic Development Performance Agreement ("Agreement") is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS ("LEDC"), a Type B Economic Development Corporation, and PROJECT SOAR a limited liability corporation.

**RECITALS**

**WHEREAS**, PROJECT SOAR desires to expand to the City of Lockhart, Texas ("City") and participate in the Economic Development Program established in this Agreement; and

**WHEREAS**, the LEDC desires to establish the Economic Development Program outlined herein and to offer incentives to PROJECT SOAR to locate such business in the City; and

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

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

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

**AGREEMENTS**

Section 1. Recitals

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

Section 2: Term



The term of this Agreement shall be ten (10) years from the 1<sup>st</sup> day of the month following the beginning of business operations by PROJECT SOAR. When used hereafter, the phrase "duration of this Agreement" shall mean the term as defined above.

### Section 3. LEDC Requirements

In consideration of PROJECT SOAR agreement to locate its business within the City and to perform the other acts hereinafter described, LEDC agrees it will:

- (a) To reimburse the Company 50% of the \$491,049 after it purchases the 5.01 acres of land, constructs a \$10 million facility, and receives a Certificate of Occupancy.
- (b) To reimburse the Company the remaining 50% of the \$491,049 after Company provides proof of other associated development costs and the creation of up to 50 FTE jobs with an average annual wage of \$35,000 per year which are subject to the conditions set out herein and in Chapter 505 of the Local Government Code (formerly Section 4B, of the Texas Economic Development Corporation Act of 1979).  
The amount of financial benefit that PROJECT SOAR will retain from the LEDC project funds is subject to the number of jobs created, as described in 4(e) below.
- (c) To reserve another 5 acres adjacent to this site for the future expansion of this Company upon completion of the facility.

### Section 4. PROJECT SOAR Requirements

In consideration of LEDC agreeing to perform the foregoing, PROJECT SOAR agrees:

- (a) To purchase land, announce location, and construct a building and other improvements valued at \$10 million in City of Lockhart;
- (b) Purchase 5.01 acres referenced in this agreement within 60 days after execution of this document;
- (c) Submit construction plans within 90 days of execution of this agreement and begin facility construction within 90 days after City approval of construction plans;
- (d) To complete construction of facility within 18 months of agreement;
- (e) To employ a minimum of 50 Full Time Equivalent ("FTE") employees at an average annual wage of \$35,000 from within the first five years from the date that PROJECT SOAR opens for business and to continue employing at least that number for another 5 years after fulfilling the creation of 50 jobs. The term "Full Time Equivalent," as used in this Agreement, shall mean employment worked by one or more people during a calendar year that is equal to a total of at least 2,080 hours;
- (f) To keep current in the payment of taxes owed to any taxing jurisdiction in which the Property is located.

Section 5. Recapture/Termination

- (a) In the event that PROJECT SOAR begins operating its business, but subsequently discontinues operating its business in such for any reason (a "Business Interruption"), except as a result of fire, explosion, or other casualty or accident, force majeure or other natural disaster, war or civil unrest, a taking under eminent domain, regulatory restrictions of any applicable governmental entity which makes conduct of the PROJECT SOAR illegal or economically untenable, or other event beyond the reasonable control of PROJECT SOAR: (the "Business Interruption Exceptions") for a period of more than one hundred eighty (180) days during the duration of this Agreement, then in such event PROJECT SOAR shall be required to repay to LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following the expiration of such period.
- (b) In the event that PROJECT SOAR shall fail to repay the LEDC within thirty (30) days of the date such repayment is due, PROJECT SOAR hereby agrees that  
hereby agrees that  
the LEDC may place a lien on the Properties for full repayment of any monies expended. The burden shall be upon PROJECT SOAR to prove to the satisfaction of the LEDC that the discontinuance of operating its business was a result of one of the Business Interruption Exceptions. In the event PROJECT SOAR meets this burden and the LEDC is satisfied that the discontinuance of the operation of the manufacturing facility was the result of events beyond the control of PROJECT SOAR, the parties shall commemorate such satisfaction in a document signed and dated by the Parties. PROJECT SOAR shall then have a period of one (1) year from the date operations of its business were discontinued in which to resume business operations.
- (c) In the event that following a Business Interruption which may reasonably be cured within one year of the cessation of business operations, business operations fail to resume within one (1) year, PROJECT SOAR shall be required to repay LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following the expiration of the one year period. In the event that PROJECT SOAR shall fail to timely repay the LEDC, PROJECT SOAR hereby agrees that the LEDC may place a lien on the Properties for full payment of such monies.
- (d) In the event that PROJECT SOAR allows ad valorem taxes owed to the City of Lockhart, Texas on the Property, or its business personal property or inventory to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, PROJECT SOAR shall be required to repay LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following such event. In the event that PROJECT SOAR shall fail to timely repay the LEDC, PROJECT SOAR hereby agrees that the LEDC may place a lien on PROJECT SOAR assets for full payment of such monies.

Section 6. Certification of Compliance by PROJECT SOAR

On or before March 1 of each year that this Agreement is in effect, PROJECT SOAR shall upon request certify in writing to the LEDC that it is in compliance with all provisions of this Agreement. Such certification shall include any and all documentation required by the LEDC establishing that PROJECT SOAR has met the annual employment requirement for the previous year and that all taxes related to the Property have been paid in full as required by law. The LEDC, upon reasonable notice and at any reasonable time, shall have the right to review any and all records of related to the provisions of this Agreement, including but not limited to FTE positions created or retained, capital investments made, and use or distribution of and direct incentives received.

Section 7. Dispute Resolution, Applicable Law, Venue, and Attorneys Fees

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

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

Section 8. Entire Agreement

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

Section 9. Successors and Assigns

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

Section 10. Notices

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

PROJECT SOAR:

Chief Financial Officer  
2076 Zanker Road  
San Jose, CA 95131

Lockhart Economic Development Corporation:

President  
Lockhart Economic Development Corporation  
308 W. San Antonio  
P.O. Box 239  
Lockhart, TX 78644

Section 11. Interpretation

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

Section 12. Severability

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

Section 13. Mutual Assistance

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

THE LOCKHART ECONOMIC

**DEVELOPMENT CORPORATION:**

**ATTEST:**

*Vance Rodgers*

Vance Rodgers, LEDC President

*Robert Tobias*

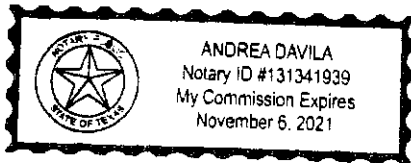
Robert Tobias, LEDC Secretary

**Project Soar:**

\_\_\_\_\_  
Chief Financial Officer

State of Texas §  
                                  §  
County of Caldwell §

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2018, by Vance Rodgers, known to me to be the President of the Lockhart Economic Development Corporation of Lockhart, Texas.



*Andrea Davila*  
\_\_\_\_\_  
Notary Public State of Texas

My Commission expires:  
\_\_\_\_\_

State of Texas §  
                                  §  
County of \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Dave Vosburg, known to me to be the Chief Financial Officer of Project Soar, a Texas Limited Liability Corporation, acting on behalf of such corporation.

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

My Commission expires:  
\_\_\_\_\_

**POTENTIAL VALUE OF INCENTIVES PACKAGE**

**PROSPECT: PROJECT SOAR**

APPROVED BY LEDC ON May 21, 2018

Incentives to locate \$15 million project (includes \$5 million for land purchase) to Lockhart with 50 FTE jobs with an average annual wage of \$35,000; total payroll of \$1.75 million

<b>LEDC INCENTIVES PROPOSED:</b>	<b>INCENTIVE AMOUNTS UP TO:</b>
* Reimburse company for purchase of 5 acres of land adjacent to SH 130 frontage north bound just north of railroad line including surveying, subdividing, and legal fees	\$392,040
** Reimburse impact, building/inspection fees, water/sewer taps	\$59,009
Transformers (with proof of cost to company)	\$40,000
<b>LEDC INCENTIVES PROPOSED UP TO:</b>	<b>\$491,049</b>

LEDC will reimburse company 50% of \$491,049 upon proof of \$10 million facility investment and issuance of a Certificate of Occupancy; reimbursement is % ratio based on investment  
Remainder of \$491,029 to be reimbursed upon proof of new jobs creation; reimbursement is % ratio base on job creation  
All above potential incentives approved by LEDC on 5-21-2018 but subject to final approval by City Council

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LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)  
MINUTES  
April 16, 2018 - 6:00 P.M.  
CITY HALL UPSTAIRS MEETING AREA  
308 WEST SAN ANTONIO STREET

**Board Members Present:** Fermin T. Islas, Chairperson; Alan Fielder, Vice-Chair;  
Nic Irwin; Frank Estrada; Alfredo Munoz

**Board Members Absent:** Morris Alexander; Dyrall Thomas

5 of seven members present creating a quorum of 5 at the time the meeting was called to order.

**Staff Present:** Rob Tobias, Director Economic Development, Vance Rodgers, President LEDC, Jeff Hinson, Vice President

**Guest:** Lawrence Kramer

1. CALL TO ORDER

The Lockhart Economic Development Corporation meeting was called to order at 6:01 p.m. by Fermin T. Islas, Chairman. The members are marked present creating a quorum of 5 at the time the meeting was called to order.

2. DISCUSSION AND/OR ACTION

A. Discussion and/or action to consider approval of the minutes of March 19, 2018.

*Motion to approve the minutes from the March 19, 2018 meeting as presented*

*Motion: Alan Fielder* \_\_\_\_\_ *Second: Nic Irwin* \_\_\_\_\_ *Vote: 5 of 5*

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

*Motion to approve the sales tax and financial report*

*Motion: Alfredo Munoz* \_\_\_\_\_ *Second: Alan Fielder* \_\_\_\_\_ *Vote: 5 of 5*

3. **EXECUTIVE SESSION:** Section 551.087. *We will now enter an Executive Session under Section 551.087 of the Texas Local Government Code at 6:06 PM to deliberate or discuss commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic*





*Motion: Alfredo Munoz* \_\_\_\_\_ *Second: Alan Fielder* \_\_\_\_\_ *Vote: 5 of 5*

*Alan Fielder recommended an amendment to the motion requesting that the President of Economic Development receive and review audited statements from the company.*

*Alfredo Munoz accepted Mr. Fielder's amendment.*

**7. PROJECT UPDATES**

Mr. Tobias reported on various projects he is working on.

**8. ADJOURN**

*Motion to Adjourn*

*Motion: Alan Fielder* \_\_\_\_\_ *Second: Frank Estrada* \_\_\_\_\_ *Vote: 5 of 5*

Minutes approved this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Fermin T. Islas, Chairman

\_\_\_\_\_  
Vance Rodgers, President, LEDC



**LOCKHART ECONOMIC DEVELOPMENT CORPORATION  
RESOLUTION NO. 2018-05**

**A RESOLUTION OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC) FOR FUNDING UP TO \$491,049 FOR PROJECT SOAR UNDER THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, AS AMENDED, FOR INFRASTRUCTURE IMPROVEMENTS THAT ARE REQUIRED OR SUITABLE FOR THE DEVELOPMENT, RETENTION, OR EXPANSION OF FACILITIES TO PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES, AND TO CREATE AND MAINTAIN NEW JOBS**

**WHEREAS**, the Lockhart Economic Development Corporation (“LEDC”) is a Type B corporation created and operated pursuant to the Texas Economic Development Act of 1979, as amended (“the Act”); and

**WHEREAS**, the Act provides for the funding of certain projects for the development, retention, or expansion of facilities, including expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, create or retain jobs within the state, promote new or expanded business development, and construct infrastructural improvements for new or expanded business enterprises; and

**WHEREAS**, LEDC approved a project named LECC after proper public notice and a public hearing on April 23, 2018, for an incentive amount not to exceed \$491,049 based on a \$15 million investment, (includes \$5 million for land), with up to 50 new full-time equivalent (FTE) jobs with an average annual wage of \$35,000 to be created and retained for a minimum of ten (10) years; and

**WHEREAS**, the LEDC has determined that PROJECT SOAR (a) meets the requirements for a project under the Act; (b) serves as a public purpose by contributing to the development, retention, or expansion facilities, including expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, and to the creation or retention of jobs within the City, County and State; and (c) should be approved and funded.

**NOW, THEREFORE, BE IT RESOLVED BY THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION THAT:**

**SECTION 1.** The facts and findings described in the preamble of this resolution are incorporated herein as if fully set out.

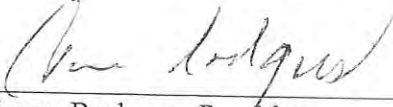
**SECTION 2.** The infrastructure improvements project costs and other associated development costs are HEREBY APPROVED as follows:

The LEDC shall pay up to \$491,049 for infrastructure and other development costs subject to the conditions as set out in Exhibit A Economic Development Performance Agreement attached hereto and in Chapters 501, 504, and 505 of the Texas Economic Development Corporation Act of 1979.

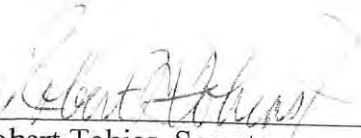
PASSED AND ADOPTED at a meeting of the Lockhart Economic Development Corporation held on this 21<sup>st</sup> day of May, 2018.

Lockhart Economic Development Corporation

  
\_\_\_\_\_  
Fermin T. Islas, Chairperson

  
\_\_\_\_\_  
Vance Rodgers, President

Attest:

  
\_\_\_\_\_  
Robert Tobias, Secretary

**ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT**  
**Approved by LEDC 5-21-2018**

This Economic Development Performance Agreement (“Agreement”) is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS (“LEDC”), a Type B Economic Development Corporation, and PROJECT SOAR a limited liability corporation.

**RECITALS**

**WHEREAS**, PROJECT SOAR desires to expand to the City of Lockhart, Texas (“City”) and participate in the Economic Development Program established in this Agreement; and

**WHEREAS**, the LEDC desires to establish the Economic Development Program outlined herein and to offer incentives to PROJECT SOAR to locate such business in the City; and

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

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

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

**AGREEMENTS**

Section 1. Recitals

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

Section 2: Term

The term of this Agreement shall be ten (10) years from the 1<sup>st</sup> day of the month following the beginning of business operations by PROJECT SOAR. When used hereafter, the phrase "duration of this Agreement" shall mean the term as defined above.

### Section 3. LEDC Requirements

In consideration of PROJECT SOAR agreement to locate its business within the City and to perform the other acts hereinafter described, LEDC agrees it will:

- (a) To reimburse the Company 50% of the \$491,049 after it purchases the 5.01 acres of land, constructs a \$10 million facility, and receives a Certificate of Occupancy.
- (b) To reimburse the Company the remaining 50% of the \$491,049 after Company provides proof of other associated development costs and the creation of up to 50 FTE jobs with an average annual wage of \$35,000 per year which are subject to the conditions set out herein and in Chapter 505 of the Local Government Code (formerly Section 4B, of the Texas Economic Development Corporation Act of 1979).  
The amount of financial benefit that PROJECT SOAR will retain from the LEDC project funds is subject to the number of jobs created, as described in 4(e) below.
- (c) To reserve another 5 acres adjacent to this site for the future expansion of this Company upon completion of the facility.

### Section 4. PROJECT SOAR Requirements

In consideration of LEDC agreeing to perform the foregoing, PROJECT SOAR agrees:

- (a) To purchase land, announce location, and construct a building and other improvements valued at \$10 million in City of Lockhart;
- (b) Purchase 5.01 acres referenced in this agreement within 60 days after execution of this document;
- (c) Submit construction plans within 90 days of execution of this agreement and begin facility construction within 90 days after City approval of construction plans;
- (d) To complete construction of facility within 18 months of agreement;
- (e) To employ a minimum of 50 Full Time Equivalent ("FTE") employees at an average annual wage of \$35,000 from within the first five years from the date that PROJECT SOAR opens for business and to continue employing at least that number for another 5 years after fulfilling the creation of 50 jobs. The term "Full Time Equivalent," as used in this Agreement, shall mean employment worked by one or more people during a calendar year that is equal to a total of at least 2,080 hours;
- (f) To keep current in the payment of taxes owed to any taxing jurisdiction in which the Property is located.

Section 5. Recapture/Termination

- (a) In the event that PROJECT SOAR begins operating its business, but subsequently discontinues operating its business in such for any reason (a “Business Interruption”), except as a result of fire, explosion, or other casualty or accident, force majeure or other natural disaster, war or civil unrest, a taking under eminent domain, regulatory restrictions of any applicable governmental entity which makes conduct of the PROJECT SOAR illegal or economically untenable, or other event beyond the reasonable control of PROJECT SOAR: (the “Business Interruption Exceptions”) for a period of more than one hundred eighty (180) days during the duration of this Agreement, then in such event PROJECT SOAR shall be required to repay to LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following the expiration of such period.
- (b) In the event that PROJECT SOAR shall fail to repay the LEDC within thirty (30) days of the date such repayment is due, PROJECT SOAR hereby agrees that
- the LEDC may place a lien on the Properties for full repayment of any monies expended. The burden shall be upon PROJECT SOAR to prove to the satisfaction of the LEDC that the discontinuance of operating its business was a result of one of the Business Interruption Exceptions. In the event PROJECT SOAR meets this burden and the LEDC is satisfied that the discontinuance of the operation of the manufacturing facility was the result of events beyond the control of PROJECT SOAR, the parties shall commemorate such satisfaction in a document signed and dated by the Parties. PROJECT SOAR shall then have a period of one (1) year from the date operations of its business were discontinued in which to resume business operations.
- (c) In the event that following a Business Interruption which may reasonably be cured within one year of the cessation of business operations, business operations fail to resume within one (1) year, PROJECT SOAR shall be required to repay LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following the expiration of the one year period. In the event that PROJECT SOAR shall fail to timely repay the LEDC, PROJECT SOAR hereby agrees that the LEDC may place a lien on the Properties for full payment of such monies.
- (d) In the event that PROJECT SOAR allows ad valorem taxes owed to the City of Lockhart, Texas on the Property, or its business personal property or inventory to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, PROJECT SOAR shall be required to repay LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following such event. In the event that PROJECT SOAR shall fail to timely repay the LEDC, PROJECT SOAR hereby agrees that the LEDC may place a lien on PROJECT SOAR assets for full payment of such monies.

Section 6. Certification of Compliance by PROJECT SOAR

On or before March 1 of each year that this Agreement is in effect, PROJECT SOAR shall upon request certify in writing to the LEDC that it is in compliance with all provisions of this Agreement. Such certification shall include any and all documentation required by the LEDC establishing that PROJECT SOAR has met the annual employment requirement for the previous year and that all taxes related to the Property have been paid in full as required by law. The LEDC, upon reasonable notice and at any reasonable time, shall have the right to review any and all records of related to the provisions of this Agreement, including but not limited to FTE positions created or retained, capital investments made, and use or distribution of and direct incentives received.

Section 7. Dispute Resolution, Applicable Law, Venue, and Attorneys Fees

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

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

Section 8. Entire Agreement

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

Section 9. Successors and Assigns

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



Section 10. Notices

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

PROJECT SOAR:

Chief Financial Officer  
2076 Zanker Road  
San Jose, CA 95131

Lockhart Economic Development Corporation:

President  
Lockhart Economic Development Corporation  
308 W. San Antonio  
P.O. Box 239  
Lockhart, TX 78644

Section 11. Interpretation

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

Section 12. Severability

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

Section 13. Mutual Assistance

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

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**THE LOCKHART ECONOMIC**

**DEVELOPMENT CORPORATION:**

**ATTEST:**

*Vance Rodgers*  
Vance Rodgers, LEDC President

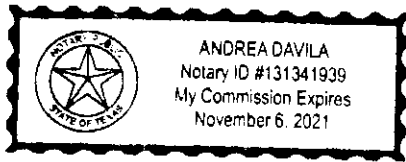
*Róbert Tobias*  
Róbert Tobias, LEDC Secretary

**Project Soar:**

\_\_\_\_\_  
Chief Financial Officer

State of Texas       §  
                                  §  
County of Caldwell   §

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2018, by Vance Rodgers, known to me to be the President of the Lockhart Economic Development Corporation of Lockhart, Texas.



*Judya Raina*  
Notary Public State of Texas

My Commission expires:  
November 6, 2021

State of Texas       §  
                                  §  
County of \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Dave Vosburg, known to me to be the Chief Financial Officer of Project Soar, a Texas Limited Liability Corporation, acting on behalf of such corporation.

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

My Commission expires:  
\_\_\_\_\_

**POTENTIAL VALUE OF INCENTIVES PACKAGE**

**PROSPECT: PROJECT SOAR**

APPROVED BY LEDC ON May 21, 2018

Incentives to locate \$15 million project (includes \$5 million for land purchase) to Lockhart with 50 FTE jobs with an average annual wage of \$35,000; total payroll of \$1.75 million

**LEDC INCENTIVES PROPOSED:**

**INCENTIVE AMOUNTS UP TO:**

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** Reimburse impact, building/inspection fees, water/sewer taps	\$59,009
Transformers (with proof of cost to company)	\$40,000
<b>LEDC INCENTIVES PROPOSED UP TO:</b>	<b>\$491,049</b>

LEDC will reimburse company 50% of \$491,049 upon proof of \$10 million facility investment and issuance of a Certificate of Occupancy; reimbursement is % ratio based on investment  
Remainder of \$491,029 to be reimbursed upon proof of new jobs creation; reimbursement is % ratio base on job creation  
All above potential incentives approved by LEDC on 5-21-2018 but subject to final approval by City Council

**LOCKHART ECONOMIC DEVELOPMENT CORPORATION  
PUBLIC HEARING NOTICE**

The Directors of the Lockhart Economic Development Corporation (LEDC) will conduct a public hearing on Monday, April 16, 2018, at 6:00 p.m. in the Glosserman Room at Lockhart City Hall, 308 West San Antonio Street, Lockhart, Texas to discuss a project under Section 4B of the Texas Economic Development Corporation Act of 1979.

The Public Hearing is to consider a new project, Project Soar, which is considering an expansion to Lockhart. The company plans to purchase property on which to build a manufacturing facility. The initial capital investment is estimated at \$15,000,000 (includes \$5 million for purchase of land) and the company will create up to 75 new jobs. The LEDC will be considering possible reimbursable incentives to be offered to the company to help facilitate their investment and expansion to Lockhart.

All interested parties are encouraged to attend and present their views. Persons with disabilities that plan to attend this meeting should contact the City Secretary's office to arrange for assistance. Individuals who require aids or services for this meeting should contact City Hall at least two days before the meeting.

Lockhart Economic Development Corporation

**LIST OF BOARD/COMMISSION VACANCIES**

*Updated: May 21, 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

**APPLICATIONS RECEIVED TO BE ON A BOARD/COMMISSION**

<b>APPLICANT</b>	<b>BOARD REQUESTED</b>	<b>DATE RECEIVED</b>	<b>RESIDENCE DISTRICT</b>
------------------	------------------------	----------------------	---------------------------

*NO APPLICATIONS AT THIS TIME*

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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: CONSTRUCTIO N 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

Councilmember	Board/Commission	Appointee	Date Appointed
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	Fermin Islas, Chair	03/07/17
	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 Mary Beth Nickel	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 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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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 properties		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 duration from Feb 2015 to Jan 2017]																																			
\$2,068,024.00	1	<b>DRAINING IMPROVEMENTS CONTRACT</b> 1 - Mesquite/Wichita Street & Richland Drive				[Gantt chart for Contract 1: Feb 2015 to Jun 2016]																																			
		Surveying Proposal	17 days	Fri 3/6/15	Sun 3/22/15	[Task bar]																																			
		Survey	30 days	Mon 3/23/15	Tue 4/21/15	[Task bar]																																			
		Acquisition	120 days	Wed 4/22/15	Wed 8/19/15	[Task bar]																																			
		Engineering Design	90 days	Wed 4/22/15	Mon 7/20/15	[Task bar]																																			
		Bid Ad/NTP	60 days	Tue 7/21/15	Fri 9/18/15	[Task bar]																																			
		Construction	180 days	Sat 9/19/15	Wed 3/16/16	[Task bar]																																			
\$1,999,200.00	2	<b>DRAINAGE IMPROVEMENTS CONTRACT</b> 2 - Century Oaks/Market Street, & Ash/Comal Streets				[Gantt chart for Contract 2: Mar 2015 to Jun 2016]																																			
		Surveying Proposal	17 days	Fri 3/6/15	Sun 3/22/15	[Task bar]																																			
		Survey	30 days	Sat 4/25/15	Sun 5/24/15	[Task bar]																																			
		Acquisition	150 days	Mon 5/25/15	Wed 10/21/15	[Task bar]																																			
		Engineering Design	120 days	Mon 5/25/15	Mon 9/21/15	[Task bar]																																			
		Bid Ad/NTP	60 days	Tue 9/22/15	Fri 11/20/15	[Task bar]																																			
		Construction	180 days	Sat 11/21/15	Wed 5/18/16	[Task bar]																																			
\$3,394,038.00	3	<b>DRAINAGE IMPROVEMENTS CONTRACT</b> 3 - Downtown Improvements Project				[Gantt chart for Contract 3: Aug 2015 to Jun 2017]																																			
		Surveying Proposal	15 days	Sun 8/2/15	Sun 8/16/15	[Task bar]																																			
		Survey	45 days	Mon 8/17/15	Wed 9/30/15	[Task bar]																																			
		Engineering Design	180 days	Thu 10/1/15	Mon 3/28/16	[Task bar]																																			
		Bid Ad/NTP	60 days	Tue 3/29/16	Fri 5/27/16	[Task bar]																																			
		Construction	365 days	Sat 5/28/16	Sat 5/27/17	[Task bar]																																			
\$323,400.00	4	<b>DRAINAGE IMPROVEMENTS CONTRACT</b> 4 - Medina & US183 Project				[Gantt chart for Contract 4: Nov 2015 to Jun 2016]																																			
		Surveying Proposal	15 days	Sun 11/1/15	Sun 11/15/15	[Task bar]																																			
		Survey	7 days	Mon 11/16/15	Sun 11/22/15	[Task bar]																																			
		Acquisition	90 days	Mon 11/23/15	Sat 2/20/16	[Task bar]																																			
		Engineering Design	60 days	Mon 11/23/15	Thu 1/21/16	[Task bar]																																			
		Bid Ad/NTP	60 days	Fri 1/22/16	Mon 3/21/16	[Task bar]																																			
		Construction	90 days	Tue 3/22/16	Sun 6/19/16	[Task bar]																																			
\$1,764,000.00	5	<b>FM 2001 ELEVATED TANK PROJECT</b>				[Gantt chart for Contract 5: Jan 2016 to Jun 2016]																																			
		Surveying Proposal	15 days	Sat 1/2/16	Sat 1/16/16	[Task bar]																																			
		Survey	15 days	Sun 1/17/16	Sun 1/31/16	[Task bar]																																			
		Acquisition	120 days	Mon 2/1/16	Mon 5/30/16	[Task bar]																																			
		Engineering Design	90 days	Mon 2/1/16	Sat 4/30/16	[Task bar]																																			
		Bid Ad/NTP	60 days	Sun 5/1/16	Wed 6/29/16	[Task bar]																																			

