

**PUBLIC NOTICE**

**AGENDA**

**LOCKHART CITY COUNCIL**

**TUESDAY, OCTOBER 16, 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.

**PRESENTATION ONLY**

- A. Presentation of a proclamation declaring October 15-19, 2018 as "Chamber of Commerce Week".

**DISCUSSION ONLY**

- A. Discuss minutes of the City Council meeting of September 25, 2018 and October 2, 2018. 5-17
- B. Discuss Resolution 2018-19 adopting an Interlocal Cooperative Agreement between Caldwell County and the City of Lockhart for the regulation of subdivisions within the Extraterritorial Jurisdiction of the City of Lockhart, pursuant to Section 242.001(d)(1) of the Texas Local Government Code. 18-27
- C. Discuss the effective date of the Lockhart Airport Fixed Based Operator (FBO) Lease Agreement from Mr. Stanley Martin to Martin & Martin Aviation, Inc., comprised of John Cyrier, Keith Uhls, and Reine (Ken) Smith, from October 1, 2018 to January 1, 2019 because of extenuating circumstances. 28-78
- D. Discuss Ordinance 2018-29, on a request by Commerce Park 183, LLC, to release 100.367 acres located between US 183 / SH 130 and Homannville Trail (CR 179) in the Isaac Jackson Survey, Abstract No. 157, in Caldwell County, Texas, from the City of Lockhart extended (voluntary) Extraterritorial Jurisdiction. 79-87
- E. Discussion after presentation by Mark and/or Gina French about the possibility of bringing the Kart Races back to Lockhart. 88-91
- F. Discussion regarding the Texas Gas Service collections Reconciliation Audit under the Cost of Gas Clause in the contract that requires the return of excess revenues to gas rate payers in Lockhart; this appears to lower the average customer's bill by 3 to 5 percent beginning in October 2018 and continuing through June 2019. 92-93
- G. Discussion regarding not opposing Texas Gas Service tariff changes related to the proposed revised Conservation Adjustment Clause which the company anticipates will lower gas rates for the average residential gas customer. 94-97
- H. Meet and greet City Manager.

**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. CONSENT AGENDA**

A. Approve minutes of the City Council meeting of September 25, 2018 and October 2, 2018. 5-17

B. Approve Resolution 2018-19 adopting an Interlocal Cooperative Agreement between Caldwell County and the City of Lockhart for the regulation of subdivisions within the Extraterritorial Jurisdiction of the City of Lockhart, pursuant to Section 242.001(d)(1) of the Texas Local Government Code. 18-27

C. Approve the effective date of the Lockhart Airport Fixed Based Operator (FBO) Lease Agreement from Mr. Stanley Martin to Martin & Martin Aviation, Inc., comprised of John Cyrier, Keith Uhls, and Reine (Ken) Smith, from October 1, 2018 to January 1, 2019 because of extenuating circumstances. 28-78

**5. DISCUSSION/ACTION ITEMS**

A. Discussion and/or action to consider Ordinance 2018-29, on a request by Commerce Park 183, LLC, to release 100.367 acres located between US 183 / SH 130 and Homannville Trail (CR 179) in the Isaac Jackson Survey, Abstract No. 157, in Caldwell County, Texas, from the City of Lockhart extended (voluntary) Extraterritorial Jurisdiction. 79-87

B. Discussion and/or action after presentation by Mark and/or Gina French about the possibility of bringing the Kart Races back to Lockhart. 88-91

C. Discussion and/or action regarding the Texas Gas Service collections Reconciliation Audit under the Cost of Gas Clause in the contract that requires the return of excess revenues to gas rate payers in Lockhart; this appears to lower the average customer's bill by 3 to 5 percent beginning in October 2018 and continuing through June 2019. 92-93

D. Discussion and/or action to consider not opposing Texas Gas Service tariff changes related to the proposed revised Conservation Adjustment Clause which the company anticipates will lower gas rates for the average residential gas customer. 94-97

E. Discussion and/or action regarding appointments to various boards, commissions or committees. 98-114

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

- Update: GBRA is reviewing bids for the Well # 9 Rehabilitation project. This well was underproducing and will have to have an aggressive screen cleaning. Project funded out of the 2015 Certificates of Obligation Funds. Item proposed to be presented to Council during November 6 meeting.
- Update: The contractor has completed about 90% of the new 18" water main on West Martin Luther King Jr. Industrial Blvd. that connects the water main on State Park Road at Patton Road.
- Update: Good Utility Neighbor Contribution Program Fund/Donation Form have been sent out in the October 5<sup>th</sup> and 20<sup>th</sup> utility bills. The flyer has also been posted on the City website and Facebook. The Utility Customer Service Department is set up to start receiving donations.
- Report: Hill Country Championship BBQ Cook-Off held at the City Park on October 12 and 13.
- Report: Locktoberfest held downtown on October 13.
- Report: Last Emergency Warning Siren test for 2018 - Monday, October 15 at 1:00 pm.
- Reminder: 15<sup>th</sup> Annual Speaking of the Dead – Night Ramblings from Texas Graveyards at City Cemetery, October 19 & 20 hosted by the Caldwell County Historical Commission.
- Reminder: Feria de Culturas – Annual Dia de Los Muertos event downtown square – Friday, November 2 from 6-9 pm,
- Police Chief's Forum - Oct. 18, 6:30 pm Police Dept. Training Room.
- Domestic Violence Walk – October 27 9:30 am to 10:30 am Eastside of the Court House.
- Mental Health Stakeholders Meeting – October 26 11:30 at the Caldwell County Criminal Justice Center.
- Officers wearing Purple Uniform Shirts every Friday this month to bring awareness to Domestic Violence.
- Reminder: Keep Lockhart Beautiful - 11<sup>th</sup> Annual Clean-up, Saturday, November 3, 9:00 am at City Park Pavilion.
- Reminder: November 6 Election information - early voting will be held at 1403 Blackjack Street as follows:
  - Oct 22 – 26, 8am-5pm
  - Sat, Oct 27, 10am-6pm
  - Sun, Oct 28, 10 am-3pm
  - Oct 29-Nov 2, 7am-7pm

Election Day is Tuesday, November 6.

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

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

8. **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 12<sup>th</sup> day of October 2018 at 3:25 pm. I further certify that the following News Media was properly notified of this meeting as stated above: Lockhart Post-Register

*Connie Constancio*

Connie Constancio, TRMC  
City Secretary

**SPECIAL MEETING  
LOCKHART CITY COUNCIL**

**SEPTEMBER 25, 2018**

**6:30 P.M.**

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

**Council present:**

Mayor White

Councilmember Juan Mendoza

Councilmember Jeffry Michelson

Councilmember John Castillo

Councilmember Kara McGregor

Councilmember Brad Westmoreland

**Council absent:**

Mayor Pro-Tem Angie Gonzales-Sanchez

**Staff present:**

Vance Rodgers, City Manager

Peter Gruning, City Attorney

Julie Bowermon, Civil Service/Human Resources Director

Connie Constancio, City Secretary

Pam Larison, Finance Director

**Citizens/Visitors Addressing the Council:**

**ITEM 1. CALL TO ORDER.**

Mayor Lew White called the special meeting of the Lockhart City Council to order on this date at 6:30 p.m.

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

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

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

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

**ITEM 4-A. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2018-24 RATIFYING  
A PROPERTY TAX INCREASE FOR THE FISCAL YEAR 2018-2019.**

Ms. Larison stated that Section 102.007 of the Texas Local Government Code requires that the ratification be in addition to and separate from the vote to adopt the budget and tax rate because the Fiscal Year 2018-2019 tax rate will increase revenue.

Councilmember McGregor made a motion to approve Ordinance 2018-24, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 6-0.

**ITEM 4-B. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2018-25 ADOPTING  
THE BUDGET AND APPROPRIATING RESOURCES FOR THE FISCAL YEAR 2018-2019,  
BEGINNING OCTOBER 1, 2018 FOR THE CITY OF LOCKHART, CALDWELL COUNTY,  
TEXAS.**

Ms. Larison stated that the Ordinance will be approving the Fiscal Year 2018-2019 City of Lockhart budget. All funds are balanced with the exception of solid waste that reflects operating revenues over expenditures in the amount of \$54,316, which can be seen in the total of the budget.

Councilmember Westmoreland made a motion to approve Ordinance 2018-25, as presented. Councilmember Michelson seconded.

The record vote is as follows:

Councilmember Brad Westmoreland – in favor  
Councilmember Juan Mendoza – in favor  
Councilmember Kara McGregor – in favor  
Councilmember John Castillo – in favor  
Councilmember Jeffry Michelson – in favor  
Mayor Lew White – in favor

Mayor White announced that Mayor Pro-Tem Sanchez was not present.

**ITEM 4-C. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2018-27 REPEALING UN-CODIFIED ORDINANCE 2018-14 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.**

Ms. Bowermon stated Council previously approved a 10 percent increase for police officers effective October 1, 2018. In compliance with Civil Service, classified police and fire positions are paid per a pay step plan, which is set by ordinance. The proposed ordinance reflects the 10 percent increase for police. There was discussion.

Councilmember Michelson made a motion to approve Ordinance 2018-27, as presented. Councilmember Castillo seconded. The motion passed by a vote of 6-0.

**ITEM 4-D. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2018-26 LEVYING MAINTENANCE AND OPERATIONS PROPERTY TAXES FOR THE USE AND SUPPORT OF THE CITY OF LOCKHART, TEXAS AND INTEREST AND SINKING PROPERTY TAXES FOR THE DEBT SERVICE OBLIGATIONS OF THE CITY OF LOCKHART FOR FISCAL YEAR 2019, BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019.**

Ms. Larison stated that the ordinance will represent Council's action to adopt the property taxes levy.

Mayor White made a motion that the property tax rate be increased by the adoption of a tax rate of 71.07 cents per 100 dollars taxable value, or an increase of 5.648878 percent in total tax revenues from properties on the tax roll in the preceding year. Councilmember Westmoreland seconded.

The record vote is as follows:

Councilmember Brad Westmoreland – in favor  
Councilmember Juan Mendoza – in favor  
Councilmember Kara McGregor – in favor  
Councilmember John Castillo – in favor  
Councilmember Jeffry Michelson – in favor  
Mayor Lew White – in favor

Mayor White announced that Mayor Pro-Tem Sanchez was not present.

6

**ITEM 4-E. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2018-18 ESTABLISHING FEES TO REFLECT THE RECOVERY OF 5% VENDOR RATE INCREASES APPROVED RECENTLY FOR RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL RECYCLING SERVICES, AND COMMERCIAL WASTE COLLECTION/DISPOSAL SERVICES AND ESTABLISHING FEES FOR OTHER SOLID WASTE SERVICES REFLECTING LANDFILL AND DISPOSAL RATE INCREASES.**

Mr. Rodgers stated that during the budget process, information as provided to Council and the public regarding the current contract with Central Texas Refuse and the contractual increases. There was discussion.

Councilmember McGregor made a motion to approve Resolution 2018-18, as presented. Councilmember Michelson seconded. The motion passed by a vote of 6-0.

**ITEM 4-F. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2018-22 AMENDING THE LOCKHART CODE OF ORDINANCES, CHAPTER 58, UTILITIES, SECTION 58-141, ENTITLED "DEFINITIONS" AND SECTION 59-142, ENTITLED "WATER RATES" ADJUSTING WATER RATES TO COVER INCREASED COSTS OF NEW WATER SUPPLY LAND LEASES AND FOR NEW WATER SUPPLY DEBT PAYMENTS.**

Mr. Rodgers stated that this Ordinance put in place rates to produce revenues that are reflected in the Fiscal Year 2018-2019 budget to cover costs associated with new water supply land leases and for new water supply debt payments. Information has been provided to Council and the public throughout the recent budget process. He provided information justifying the need to raise rates and showed typical utility customer increases on their total bill. A typical small residential customer will see at 1 1/2 percent increase in their total bill while a typical small business customer will see a 1 percent increase in their total bill. There was discussion.

Councilmember Westmoreland made a motion to approve Ordinance 2018-22, as presented. Councilmember Castillo seconded. The motion passed by a vote of 6-0.

**ITEM 4-G. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2018-23 AMENDING DIVISION 2, ELECTRIC RATES COMPUTATION, SECTION 58-71 THROUGH SECTION 58-74 ADDING THE MITIGATION RATE CHARGE (MRC) DEFINITION AND DESCRIBING ITS USE WHICH DOES NOT RESULT IN A RATE INCREASE.**

Mr. Rodgers stated that this Mitigation Rate Charge (MRC) is already in place but not clearly defined. This proposed ordinance defines the rate, its use, and states the amount which is the same for residential and non-residential customers. The funds are placed in a special fund that is used to help lower customer electric billings during peak use months such as, but not limited to, July through September. The rate funds reduced power costs for all customers primarily during the peak use months. There was discussion.

Councilmember McGregor made a motion to approve Ordinance 2018-23, as presented. Councilmember Castillo seconded. The motion passed by a vote of 6-0.

**ITEM 4-H. DISCUSSION AND/OR ACTION TO CONSIDER APPROVAL OF A SERVICE AND SUPPORT AGREEMENT AND FEE OF \$4,825 PER YEAR WITH AMERICAN SIGNAL CORPORATION (ASC) FOR THE CITY'S EARLY WARNING SIREN SYSTEM, AND APPOINTING THE MAYOR TO SIGN THE AGREEMENT IF APPROVED.**

Mr. Rodgers stated that Gifford Electric of Fort Worth, Texas, was the company that installed the City's early warning siren system and has been maintaining the system. Gifford Electric will no longer be involved, and ASC will take over service and support services of the City's system. The fee will be \$4,825 per year. There was discussion.

Councilmember Michelson made a motion to approve the service and support agreement and a fee of \$4,825 per year with American Signal Corporation for the City's early warning siren system. Councilmember Westmoreland seconded. The motion passed by a vote of 6-0.

**ITEM 5. ADJOURNMENT.**

Councilmember Mendoza made a motion to adjourn the meeting. Councilmember McGregor seconded. The motion passed by a vote of 6-0. The meeting was adjourned at 6:46 p.m.

PASSED and APPROVED this the 16<sup>th</sup> day of October 2018.

**CITY OF LOCKHART**

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

ATTEST:

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



**REGULAR MEETING**

**LOCKHART CITY COUNCIL**

**OCTOBER 2, 2018**

**7:30 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  
Peter Gruning, City Attorney  
Sean Kelley, Public Works Director  
John Roescher, Police Captain  
Ryan Borgeson, Assistant Fire Chief

Connie Constancio, City Secretary  
Julie Bowermon, Civil Service Director  
Ernesto Pedraza, Police Chief  
Randy Jenkins, Fire Chief

**Citizens/Visitors Addressing the Council:** Christy Hall of the Muscular Dystrophy Association; Elda Gonzales and Representatives of the Hays-Caldwell Women’s Center; Michael Mann of Caracara Brewing; Jared Jacovich of Jacovich & Perry Capital Partners; and, Tony Corbitt, Attorney.

Mayor White announced that no work session was held during the October 2, 2018 meeting to allow the City Council and staff to attend an event prior to the meeting.

**REGULAR MEETING**

**ITEM 1. CALL TO ORDER.**

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

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

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

**ITEM 3-A. THE MUSCULAR DYSTROPHY ASSOCIATION TO PRESENT A PLAQUE TO THE LOCKHART FIRE DEPARTMENT FOR THEIR PARTICIPATION IN THE 2018 “MDA FILL THE BOOT” DRIVE.**

Christy Hall of the Muscular Dystrophy Association (MDA) presented a plaque to the Lockhart Fire Department in appreciation for their participation in the 2018 “MDA Fill the Boot Drive”. The Lockhart Fire Department collected \$2,800.

**ITEM 3-B. PRESENTATION OF A PROCLAMATION TO THE HAYS-CALDWELL WOMEN’S CENTER (HCWC) DECLARING OCTOBER AS “NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH”.**

Mayor White presented the proclamation to Representatives of the Hays-Caldwell Women’s Center (HCWC).

Elda Gonzales, Director of HCWC, thanked the Council for their support and explained how the HCWC serves victims in the Hays and Caldwell County areas.

**ITEM 4. CITIZENS/VISITORS COMMENTS.**

Mayor White requested citizens to address the Council on an issue that is not on the agenda. There were none.

**ITEM 5-A. DISCUSSION AND/OR ACTION TO CONSIDER THE MINUTES OF THE SEPTEMBER 18, 2018 CITY COUNCIL MEETING.**

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

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

**ITEM 5-B. DISCUSSION AND/OR ACTION REGARDING RECOMMENDATION TO APPROVE CHANGE ORDER NO. 1 TO BLACKROCK CONSTRUCTION OF MANSFIELD, TEXAS IN THE AMOUNT OF \$7,587.50 INCREASING THE CONTRACT TO \$468,188.50 FOR THE INSTALLATION OF 125 FEET OF 18-INCH DUCTILE IRON WATER MAIN ON MLK JR. INDUSTRIAL BLVD AND APPOINTING THE MAYOR TO SIGN ALL CONTRACTUAL DOCUMENTS.**

Mr. Kelley stated that the Texas Commission of Environmental Quality reviews various types of construction plans and at times requires additional steps to be taken to insure projects are safely constructed. During their review of the MLK, Jr. 18-inch water main project, they identified the newly constructed ditch as an intermittent stream. TCEQ requires the city to install approximately 125 feet of 18-inch ductile iron water main where our water main will cross this ditch. Mr. Kelley recommended approval.

Mayor Pro-Tem Sanchez made a motion to approve change order No. 1 to Blackrock Construction, as presented. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

**ITEM 5-C. DISCUSSION AND/OR ACTION REGARDING RECOMMENDATION TO AWARD BID TO NIGHTHAWK CONSTRUCTION OF LOCKHART, TEXAS IN THE AMOUNT OF \$217,666.00 FOR THE INSTALLATION OF APPROXIMATELY 2,585 FEET OF 18-INCH PVC WATER MAIN ALONG SH 130 FROM WEST SAN ANTONIO STREET NORTH TOWARDS SILENT VALLEY ROAD AND APPOINTING THE MAYOR TO SIGN ALL CONTRACTUAL DOCUMENTS.**

Mr. Kelley stated that this water main improvement was identified in the 2020 Comprehensive Plan and will serve the developing west side of town. The project is the first phase in connecting the existing water system to the proposed water tower that will be constructed. Bids were advertised in compliance with State law for the installation of 2,585 feet of 18-inch PVC water main along SH 130 from West San Antonio Street towards Silent Valley Road. Seventeen bids were received ranging from \$217,666 to a high bid of \$410,679. The lowest bid was submitted by Nighthawk Construction. This company has a commendable reputation as a utility construction business along with the personnel and the equipment to get the job done successfully and in a timely manner. Mr. Kelley recommended approval.

Councilmember Michelson made a motion to award the bid to Nighthawk Construction of Lockhart, Texas, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

**ITEM 5-D. DISCUSSION AND/OR ACTION TO CONSIDER APPROVAL OF ORDINANCE 2018-28 AMENDING CHAPTER 58 TO ADD SECTION 58-45 TITLED "GOOD NEIGHBOR UTILITY CONTRIBUTION PROGRAM" WHEREBY CITY UTILITY CUSTOMERS MAY VOLUNTARILY CONTRIBUTE \$1 OR MORE IN WHOLE DOLLARS TO THIS FUND ON THEIR UTILITY BILL OR CONTRIBUTE OTHERWISE TO THE FUND TO HELP OTHER CITY UTILITY CUSTOMERS THAT NEED ASSISTANCE FROM TIME TO TIME PAYING THEIR UTILITY BILL.**

Mr. Rodgers stated that Council instructed the City Manager to pursue this program at the September 18 meeting. As proposed, this ordinance sets up a method by which utility customers can voluntarily donate \$1 or more in whole dollars per month on their utility bill or contribute funds otherwise to be placed in a Good Neighbor Utility Contribution Program fund to help other City utility customers that need assistance from time to time paying their utility bill. One-time contributions may also be taken to be placed in the fund. Once the fund has reached \$5,000 or more, the City Manager will present to the Council a proposed agreement with a non-profit organization or entity that would distribute the funds based on criteria contained in the agreement to be approved by the City Council. The funds collected under this program shall be used exclusively as described in the ordinance. Mr. Rodgers recommended approval. There was discussion.

Mayor White questioned if the donation would be tax deductible. Mr. Gruning replied that it would be tax deductible because the funds would be issued through Community Action, which is a non-profit organization. There was discussion.

Councilmember Mendoza made a motion to approve Ordinance 2018-28, as presented. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

**ITEM 5-E. DISCUSSION AND/OR ACTION TO CONSIDER APPROVAL OF A WORKSITE TRAINING AGREEMENT WITH WORKFORCE SOLUTIONS OF RURAL CAPITAL AREA WHEREBY THEY WOULD PROVIDE FUNDING FOR A PERSON TO WORK AND TRAIN AT THE LIBRARY FOR 320 HOURS, AND APPOINTING THE MAYOR TO SIGN THE AGREEMENT IF APPROVED.**

Mr. Rodgers stated that staff has worked with Workforce Solutions in the past. Library staff utilizes their services, which has worked well in the past. Library staff can use their assistance during events such as Dickens.

Mayor Pro-Tem Sanchez made a motion to approve the agreement with Workforce Solutions, as presented. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

**ITEM 5-F. DISCUSSION AND/OR ACTION TO CONSIDER APPROVAL OF A HOUSTON-GALVESTON AREA COUNCIL (HGAC) PURCHASE OF A "INITIAL ATTACK PUMPER" IN THE AMOUNT OF \$218,200 FOR THE FIRE DEPARTMENT FROM HME, INCORPORATED OF WYOMING, MICHIGAN, AND APPOINTING THE MAYOR TO SIGN ALL REQUIRED DOCUMENTS IF APPROVED.**

Chief Jenkins stated that the apparatus required is an Initial Attack Pumper. The apparatus would be used as a front-line response vehicle to medical, vehicle fires, structure fires, wrecks, and other emergencies. The apparatus would replace the current Rescue 1 (F-350 truck). The current Rescue 1 will be driven by the Assistant Chief. The Pumper will increase capabilities by providing an additional in-service apparatus with firefighting capabilities. The pumper is equipped with a 1,500 gpm fire pump. The apparatus is also mobile enough for medical first response. The pumper is NFPA 1901 compliant which may enhance the city's Fire Suppression Rating Schedule (FSRS) with the Insurance Service Office (ISO). The purchase will be paid with the 2015 Certificates of Obligation funds. Chief Jenkins recommended approval. There was discussion.

Councilmember Castillo made a motion to approve the purchase of an Initial Attack Pumper, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

**ITEM 5-G. DISCUSSION AND/OR ACTION TO CONSIDER APPROVAL OF THE PURCHASE OF FIRE EQUIPMENT IN THE AMOUNT OF \$11,600 TO DEPLOY ON THE “INITIAL ATTACK PUMPER” BEING PURCHASED FROM HME, INCORPORATED OF WYOMING, MICHIGAN.**

Chief Jenkins stated that the equipment requested will be placed on the Initial Attack Pumper. Some equipment such as ladders will be included and the following equipment is needed to complete the basic equipment needed for emergency response as a pumper and rescue apparatus: 1) Two firefighting nozzles - \$1,600; 2) Two steamer intakes - \$2,500; 3) One ventilation fan - \$2,500; 4) One vehicle lifting bag set - \$3,500; and, 5) One vehicle graphics - \$1,500. The total of the items to purchase is \$11,600. The items will be purchased locally using the 2015 Certificates of Obligation funds and by utilizing the procurement guidelines as the Initial Attack Pumper.

Mayor Pro-Tem Sanchez made a motion to approve the purchase of the fire equipment, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

**ITEM 5-H. DISCUSSION AND/OR ACTION TO CONSIDER REQUEST FROM MICHAEL MANN OF CARACARA BREWING COMPANY FOR FINANCIAL SUPPORT IN THE AMOUNT OF \$3,307.95 AND IN-KIND SUPPORT FOR A LOCKTOBERFEST EVENT TO BE HELD DOWNTOWN ON SATURDAY, OCTOBER 13, 2018.**

Michael Mann of Caracara Brewing stated that he would host a new event “Locktoberfest” in the downtown area on Saturday, October 13, 2018 to promote tourism to Lockhart. He requested in-kind support from the City such as trash cans, barricades, electric and water. He stated that he would like to also put a banner on Highway 183 to advertise the event and requests a cash contribution in the amount of \$3,307.95.

Mr. Rodgers provided information regarding the City of Lockhart’s selection process to provide in-kind services to events.

Mayor White stated that he supports the event and to provide in-kind services, yet he did not support providing the requested cash donation. He also stated that a group has approached the City about bringing back the KART races to Lockhart and stated that the event cost the city a lot in terms of in-kind contributions. He stated that the downtown event budget may not have enough funds to assist with the proposed Locktoberfest. There was discussion.

Councilmember Michelson expressed support of in-kind services but not a cash contribution.

Councilmember Castillo expressed support of in-kind services but not a cash contribution. He also suggested that no more than one event take place at the same time in Lockhart. An example would be the Hill Country Barbecue Cook-off at the City Park also being held the same Saturday as the proposed Locktoberfest.

Councilmember McGregor expressed concern about the lack of time to adequately promote the event to bring tourism.

Councilmember Westmoreland expressed support of the event and stated that he believed that a highway banner might not be appropriate with the event being held one week away.

Mayor White commended Mr. Mann for his effort to host the Locktoberfest.

Mayor Pro-Tem Sanchez made a motion to offer city in-kind services to the Locktoberfest event to be held on Saturday, October 13, 2018, as outlined by staff. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

**ITEM 5-I. DISCUSSION AND/OR ACTION TO CONSIDER APPROVAL OF STAFF TO PURSUE A 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND TO SELECT ONE ELECTED OFFICIAL TO WORK WITH TWO CITY EMPLOYEES RECOMMENDED BY THE CITY MANAGER TO SERVE ON AN EVALUATION TEAM TO REVIEW QUALIFIED VENDOR APPLICATIONS AND PROPOSALS TO BE THE GRANT ADMINISTRATOR FOR AN APPLICATION FUNDED UNDER THE TEXAS DEPARTMENT OF AGRICULTURE (TDA).**

Mr. Rodgers stated that the CDBG grant would be for extension of large water mains to improve pressures and firefighting resources. The grant match would be funded from 2015 Certificates of Obligation funds. The new process requires one elected official and two others to serve on an evaluation team to select from a TDA qualified Grant Administrator firm list to be contacted for submission of a Request for Project Specific Proposal. The City Manager has appointed Sean Kelley, Public Works Director, and John Eddleton, Streets/Solid Waste Supervisor as the two city employee team members. The Grant Administrator will assist staff in procuring the required engineering firm. There was discussion.

Mayor Pro-Tem Sanchez made a motion to authorize staff to pursue a 2018 Community Development Block Grant and to appoint Councilmember Jeffry Michelson to serve on the evaluation team to review qualified vendor applications and proposals to be the Grant Administrator for an application funded under the Texas Department of Agriculture. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

**ITEM 5-J. DISCUSSION AND/OR ACTION TO CONSIDER APPROVAL OF NEW NEGOTIATED AMBULANCE (EMS) BILLING AND RELATED PROFESSIONAL SERVICES AGREEMENT WITH K&P ASSOCIATES, INC. DBA SPECIALIZED BILLING & COLLECTION SYSTEMS OF TEXAS FOR EMERGENCY MEDICAL SERVICES (EMS) PROVIDED BY THE CITY OF LOCKHART WITH NEW LOWER RATE, AND APPOINTING THE MAYOR TO SIGN THE AGREEMENT IF APPROVED.**

Mr. Rodgers stated that the City of Lockhart has an existing contract with Specialized Billing to bill and collect for EMS services. The City Manager and Specialized Billing have had recent discussions about the current billing and collection rate of 11 1/2 percent. Due to new procedures in place and electronic EMS data handling and transmitting, it was the position of the City Manager that the current rate was too high. The final negotiated rate will now be 7.5 percent. Mr. Rodgers recommended approval. There was discussion.

Councilmember Westmoreland made a motion to approve the new negotiated Ambulance (EMS) Billing and related Professional Services Agreement with K&P Associates, Inc., DBA Specialized Billing & Collection Systems of Texas, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

**ITEM 5-K. DISCUSSION AND/OR ACTION TO CONSIDER APPROVAL OF A BUSINESS ASSOCIATE AGREEMENT WITH SPECIALIZED BILLING AND COLLECTION SYSTEMS OF TEXAS WHEREBY IT AGREES TO PROTECT THE PRIVACY OF CERTAIN INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION OR PROTECTED HEALTH INFORMATION (PHI) IN THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPPA) AND AS REQUIRED BY THE US DEPARTMENT OF HEALTH & HUMAN SERVICES (HHS) PRIVACY STANDARDS, AND APPOINTING THE MAYOR TO SIGN THE AGREEMENT IF APPROVED.**

Mr. Rodgers stated that this is a renewal of the existing agreement. The EMS data provided to the company for billing and collection services most often contains protected information. The agreement requires Specialized Billing and Collection Services Systems of Texas to comply with the 1996 HIPPA and HHS Privacy Standards. Mr. Rodgers recommended approval. There was discussion.

Councilmember Michelson made a motion to approve the Business Associate Agreement with Specialized Billing and Collection Systems of Texas, as presented. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

**ITEM 5-L. DISCUSSION AND/OR ACTION TO CONSIDER PROPOSED CLEAR FORK RANCH MUNICIPAL UTILITY DISTRICT (MUD) ON BORCHERT LOOP SOUTH OF SH 142 WHICH ACCORDING TO THE TEXAS WATER CODE REQUIRES APPROVAL FROM THE CITY OF LOCKHART BECAUSE A PORTION OF THE MUD IS IN THE CITY OF LOCKHART EXTRATERRITORIAL JURISDICTION (ETJ).**

Mr. Rodgers stated that Jared Jacovich would provide information regarding the proposed development and the need to have a MUD. A Council Resolution is required for formation of the MUD since a portion of it is in Lockhart's ETJ. Mr. Rodgers stated that his concern is that the proposed MUD is not within the City of Lockhart's Certificate of Convenience and Necessity (CCN). He stated that Peter Gruning, City Attorney, would investigate if there would be any issues with the Public Utility Commission if the MUD is developed in the City's ETJ but not in the City's CCN.

Jared Jacovich of Jacovich & Perry Capital Partners stated that the property consists of three tracts. The main tract consists of 454 acres on one side of Borchert Loop with 178 acres on the other side. They have been working with the Maxwell Water Supply which serves the proposed development area. He introduced Tony Corbitt, MUD Attorney and Trevor Task, M&S Engineering who were also available to answer questions regarding the development. He requested a Resolution to allow them to begin the process for a MUD formation through the Legislation and thereafter to hold the MUD election. Two separate developments would be considered. The development on the west side of Borchert Loop would be named Heartland Ranch that would consist of approximately 564 homes, which would be the first phase of the project. The development across Borchert Loop would be approximately 1,180 lots. The subdivision development would create an infrastructure cost of approximately \$28 million. The water would be supplied by Maxwell Water Supply and the development would have a self-contained sewer system on 178 acres. He is also working with Maxwell Water Supply to participate in a regional study to consider a regional treatment plant on site that would service the subdivision area. He explained the proposed lot sizes and other subdivision amenities. He spoke with Warren Burnett, Lockhart Independent School District (LISD) Board Trustee, regarding whether the LISD would be able to accommodate the households. Mr. Burnett identified that there would probably be a need for an elementary school. The proposed development dedicates 11 acres for an elementary school. There was discussion.

Tony Corbitt, Attorney, stated that the Texas Commission on Environmental Quality (TCEQ) governs the districts and has a very extensive financial and engineering technical review feasibility provision approval process. No district is authorized to issue debt without going through the TCEQ review process where they govern and specify the maximum tax rates of every county in the State of Texas. Since the TCEQ rules have been in effect for approximately 20 years, there has not been a default by any municipal utility district. He also explained the MUD process through the State Legislature.

Councilmember Castillo asked if the development was consistent with the City of Lockhart's 2020 Comprehensive Plan. Mr. Rodgers replied that it is. Councilmember Castillo also asked what a MUD provides. Mr. Rodgers replied that the homeowners of the subdivisions would assist in funding the infrastructure and that they would not seek assistance from a city or county for water or sewer service in the MUD district.

Mr. Rodgers recommended that City Manager Steven Lewis and the City Attorney present their recommendation about the Resolution in the future.

CONSENSUS: The consensus of the Council was to recommend that the MUD proceed.

**ITEM 5-M. DISCUSSION AND/OR ACTION REGARDING RECOMMENDATION BY CITY MANAGER AND PUBLIC WORKS DIRECTOR TO PROCEED WITH THE PROCESS REQUIRED TO ABATE THE ASBESTOS AND LEAD FOR BOTH STRUCTURES AND BASED ON THE RECOMMENDATION OF THE AD HOC ADVISORY COMMITTEE TO PROCEED WITH DEMOLITION OF THE PARISH HALL AT THE DONATED 728 SOUTH MAIN STREET PROPERTY IF FUNDS ARE AVAILABLE AND TO CONTINUE WORKING WITH MEALS ON WHEELS OF CENTRAL TEXAS REGARDING POSSIBLE USE OF THE SANCTUARY BUILDING.**

Mr. Rodgers stated that the draft minutes of the committee's meeting on August 15, 2018 reflect that they recommend demolition of the parish hall and to abate the asbestos and lead as required for both structures. The church group that donated property has also given the City a donation of \$40,000 to be used toward this project; about \$3,000 has been used for assessments. The Ad-hoc Committee also recommended that the sanctuary be offered to the Meals on Wheels of Central Texas (MOWCT) if they could use it; they expressed regret that the property could not also accommodate the cultural group. MOWCT was given a copy of the sanctuary footprint. After several weeks, they have provided staff with their accommodation preferences. Staff will continue to work with MOWCT and come back to Council with remodeling estimates and possibly a commitment from MOWCT regarding participatory funding. Mr. Rodgers recommended approval. There was discussion.

Councilmember Michelson made a motion to approve proceeding with the process required to abate the asbestos and lead for both structures and based on the recommendation of the Ad-hoc Advisory Committee to proceed with demolition of the Parish Hall at the 728 South Main Street property, if funds are available and to continue working with Meals on Wheels of Central Texas regarding possible use of the Sanctuary Building. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

**ITEM 5-N. DISCUSSION AND/OR ACTION REGARDING APPOINTMENTS TO VARIOUS BOARDS, COMMISSIONS OR COMMITTEES.**

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

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

- Update: The contractor has completed about 75% of the new 18" water main on West Martin Luther King Jr. Industrial Blvd. that will connect to the large main on State Park Road at Patton. Rain delays.
- Update: The Stanton Apartments construction is well underway. Rain Delays.
- Update: The new Valero Store and strip center just south of Stanton Apartments has its permits and preconstruction meeting has been held. Rain Delay.
- Update: Vintage Springs Development is back on track and has requested that the City allow them to start their dirt work.
- Update: A grant application to St. David's Hospital Group seeking funds to extend the sidewalk from Commerce Street into City Park and further connecting the schools has been submitted; should hear about a decision within the next 60-90 days.
- Reminder: Hill County Championship BBQ Cook-off Event to be held Friday and Saturday, October 12-13 in Lockhart City Park.
- Report: Texas Swing Festival event held September 28 and 29 downtown.
- Reminder: Evening with the Authors will be held on October 8, 2018. Details can be obtained from the Library.
- City Manager comments.

**ITEM 7. COUNCIL AND STAFF COMMENTS – ITEMS OF COMMUNITY INTEREST.**

Councilmember Westmoreland congratulated all involved with the first Swing Festival held this weekend. He commended Mr. Rodgers for his dedication to the community and for serving as City Manager. He wished him well in his retirement.

Councilmember Mendoza thanked Mr. Rodgers for his guidance during his tenure on the Council and for his dedication to the community.

Mayor Pro-Tem Sanchez commended all involved with the Swing Festival. She stated that the HCCO Barbecue cook-off event was still looking for barbecue judges. She commended and thanked Mr. Rodgers for his dedication to the community, Councils and staff.

Councilmember McGregor thanked Mr. Rodgers for his assistance to Council and the community. Upcoming events: Evening with the Authors, October 6, Fundraiser for the Clock Museum on October 12, and Speaking with the Dead at the City Cemetery on October 19 & 20.

Councilmember Castillo congratulated the Swing Festival for their event and he thanked both Chambers of Commerce for their assistance to help make the event possible. Evening with Authors, Saturday, October 6. He commended Mr. Rodgers for his dedication and commitment to the community and especially for assisting with focusing to carry out drainage improvements in District 2.

Councilmember Michelson commended and thanked Mr. Rodgers for his service and dedication to the community. He thanked Ms. Diane Rodgers for sharing Mr. Rodgers with the community for so many years.

Mayor White thanked all involved with the Swing Festival. Upcoming event: Evening with the Authors, October 6 at a new location on Commerce Street. He thanked Mr. Rodgers for his service and commitment to the community.



**ITEM 8. ADJOURNMENT.**

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 9:02 p.m.

PASSED and APPROVED this the 16<sup>th</sup> day of October 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> X 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: October 16, 2018		<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department: Planning		Initials	Date
Department Head: Dan Gibson	Asst. City Manager		
Dept. Signature: <i>Dan Gibson</i>	City Manager <i>[Signature]</i>		<i>10/11/18</i>
Agenda Coordinator/Contact (include phone #): Dan Gibson 398-3461, x236			
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER <input type="checkbox"/> NONE			
<b>CAPTION</b>			
Discussion and/or action to consider Resolution 2018-19 adopting an Interlocal Cooperative Agreement between Caldwell County and the City of Lockhart for the regulation of subdivisions within the Extraterritorial Jurisdiction of the City of Lockhart, pursuant to Section 242.001(d)(1) of the Texas Local Government Code.			
<b>FINANCIAL SUMMARY</b>			
X N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED			
<b>SUMMARY OF ITEM</b>			
<p>When first codified, Section 242.001 of the Texas Local Government Code required that by April 1, 2002, cities and counties develop written agreements that provide unified administration of subdivision regulations in the Extraterritorial Jurisdiction (ETJ) of cities. Previously, subdivision plats for property in the ETJ were subject to review by both the County and the City. On March 19, 2002, the City Council approved an interlocal agreement that was approved by the County one day earlier on March 18<sup>th</sup>. The term of that agreement expired ten years later, in 2012. Attempts to extend or replace the agreement with the County have resulted in a considerable amount of changes negotiated throughout an extended period with successive County officials. We have been without a formal written agreement for six years, but the current County officials who have reviewed the attached agreement have indicated that they are now ready to submit it for approval by the City Council and County Commissioner's Court. The agreement is more extensive than the original one because experience with the old one revealed deficiencies that needed to be addressed. It still basically gives the City the sole authority to regulate subdivisions in the Lockhart ETJ according to our standards and platting procedures, but does include provisions requiring the City to honor certain elements of County regulations, and requiring administrative approval by County officials under certain circumstances. One key difference is that the original agreement applied to the entire Lockhart ETJ, including the voluntary northern extension, whereas the new agreement applies only to Lockhart's statutory one-mile ETJ. Subdivisions in the northern extension shall now be under the sole authority of the County.</p>			
<b>STAFF RECOMMENDATION</b>			
Staff recommends APPROVAL of Resolution 2018-19.			
<b>List of Supporting Documents:</b>		<b>Other Board or Commission Recommendation:</b>	
Resolution 2018-19 Interlocal Cooperative Agreement		None.	

**RESOLUTION 2018-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH CALDWELL COUNTY FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LOCKHART.**

**WHEREAS**, pursuant to Texas Local Government Code Section 242.001(d)(1), the City of Lockhart and Caldwell County entered into an interlocal cooperation agreement for the enforcement of subdivision regulations in the City's extraterritorial jurisdiction which has terminated, and the parties wish to enter into a new agreement that states the purpose, terms, rights, and duties of the parties regarding subdivision regulation in the City's ETJ, such new agreement being attached hereto as Exhibit A;

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

That the Lockhart City Council authorizes the Mayor to execute and enter into the attached Interlocal Cooperative Agreement between the City of Lockhart, Texas, and Caldwell County, Texas, for the regulation of subdivisions within the extraterritorial jurisdiction of Lockhart.

Passed and approved this 16th day of October, 2018.

**CITY OF LOCKHART, TEXAS**

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

ATTEST:

APPROVED AS TO FORM:

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

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

STATE OF TEXAS                            §  
  §  
COUNTY OF CALDWELL                   §

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN CALDWELL COUNTY AND THE CITY OF LOCKHART FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LOCKHART**

**THIS INTERLOCAL COOPERATION AGREEMENT** (this "Agreement") is made and entered into by and between CALDWELL COUNTY, Texas, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY"), by and through its County Judge, and the City of Lockhart, a municipal corporation of the State of Texas (hereinafter referred to as "CITY"), by and through its Mayor.

**WHEREAS**, the CITY has duly identified its corporate limits and the areas of its statutory extraterritorial jurisdiction (hereinafter referred to as "ETJ" or the "CITY's ETJ") within the COUNTY; and,

**WHEREAS**, the COUNTY has adopted and is enforcing subdivision regulations pursuant to Texas Local Government Code Sections 232.002 through 232.005 and other statutes applicable to counties; and,

**WHEREAS**, the COUNTY and the CITY, pursuant to Texas Local Government Code Section 242.001 (d)(1), entered into an interlocal agreement for enforcement of subdivision regulations in the CITY's ETJ, and the parties wish to enter into a new Agreement that states the purpose, terms, rights, and duties of the parties regarding subdivision regulation in the City's ETJ; and,

**WHEREAS**, to the extent that the CITY's adoption, administration and/or enforcement of ordinances, rules, regulations, and/or plans in furtherance of this Agreement are not identical throughout the City's ETJ, the parties acknowledge that the actions of the CITY are "reasonably taken to fulfill an obligation mandated by state law" within the meaning of Chapter 2007 of the Texas Government Code;

**NOW THEREFORE**, the COUNTY and the CITY mutually agree as follows:

**I. TERM OF AGREEMENT AND CERTIFICATION**

A. The COUNTY and the CITY agree that the term of this Agreement shall commence on the date it is formally and duly executed by both the COUNTY and the CITY on an annual basis, unless earlier terminated as provided herein.

B. Notwithstanding the foregoing, this Agreement may be terminated by either party by giving ninety (90) days written notice of intent to terminate this Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return receipt requested, to the other party at the addresses set out herein. Upon termination of this Agreement, neither party shall have any obligations to the other party under this Agreement, except with respect to payment for services already rendered under this Agreement, but not yet paid. If this agreement terminates, then both Parties' subdivision ordinances will apply to subdivisions in the ETJ. Where a conflict arises between the Parties' subdivision ordinances, the stricter standard shall apply.

C. The COUNTY and the CITY mutually certify that this Agreement complies with the requirements of Chapter 242 of the Texas Local Government Code.

## **II. AUTHORITY AND RESPONSIBILITIES OF THE PARTIES**

A. Pursuant to Chapter 242 of the Texas Local Government Code, the COUNTY grants to the CITY jurisdiction to regulate all subdivisions and approve related plats and permits within the statutory ETJ of the CITY, pursuant to Chapters 212 and 232 of the Texas Local Government Code and other statutes applicable to municipalities. In the event that the City's statutory ETJ should expand or reduce, the City shall continue to have jurisdiction to regulate subdivisions and approve related plats and permits in its statutory ETJ, including in the expanded or reduced areas. All areas outside of the CITY's statutory ETJ shall be within the COUNTY's exclusive jurisdiction. The City's subdivision standards, as modified herein, will apply to subdivisions partly within the City's ETJ and partly within the County outside the ETJ. Subdivisions that are partly within the City and partly within the ETJ are subject to City standards.

B. The CITY shall enforce its subdivision regulations, including review and approval processes and design and construction standards, within its ETJ.

C. The CITY agrees to require developers in the City's ETJ to dedicate public rights of way pursuant to any County Transportation Plan adopted by the COUNTY subject to applicable constitutional and statutory limitations. If it appears to the CITY that a requirement for dedication of right of way pursuant to such County Transportation Plan may exceed an applicable constitutional or statutory limitation, the CITY will notify the COUNTY, and the parties will cooperate to determine the extent of right of way dedication to be required, or an alternative method of securing the needed right of way. When enforcing subdivision regulations in the CITY's ETJ, the CITY shall apply whichever Party's road construction standards are more stringent.

D. The CITY shall record plats of subdivisions in the City's ETJ with the County Clerk and provide a digital file of each new subdivision to the County and to the Caldwell County Appraisal District. The City shall collect the County plat recording fee, as detailed in the Caldwell County Subdivision and Development Fee Schedule, from subdividers in the City's ETJ and shall forward such fee to the County.

E. The CITY shall confer with the Caldwell County 911 Addressing Coordinator or designated representative concerning street names prior to final approval of plats in the City's ETJ.

F. The CITY shall allow COUNTY inspectors access to road construction sites of subdivisions within the ETJ and the CITY shall timely submit copies of all road design materials and road construction test results to the COUNTY during road construction. The COUNTY may request that the CITY issue a stop-work notice if it believes that the applicable construction standards are not being met. The City shall notify, or require the developer to notify, the County at least 72 hours in advance of construction subject to County inspection.

G. Prior to acceptance of new streets or other improvements in a subdivision that is completely within the ETJ, or partly in the COUNTY and partly in the ETJ, the CITY shall require of the applicant/developer a Certificate of Deposit, a Letter of Credit, or a warranty or cash bond as required by the Development Ordinance of Caldwell County, payable to Caldwell County, which shall be binding for two (2) years from the date of acceptance of the streets and improvements, during which time the applicant/developer shall be responsible for maintenance of the public streets and other improvements as required by the Caldwell County Development Ordinance. The CITY shall collect the County road fee, as detailed in the Caldwell County Subdivision and Development Fee Schedule, from applicants for subdivisions in the City's ETJ and shall forward such fee to the County. The CITY's subdivision development procedures will apply to new streets or other improvements in a subdivision that is partly within the CITY and partly in the ETJ.

H. The CITY shall have the right to charge applicants/developers its fees for costs and services under this Agreement and otherwise in the administration of laws, ordinances and regulations that apply to subdivisions in the CITY's ETJ.

I. If a Certificate of Deposit, Letter of Credit, warranty, or bond is to be forwarded to the COUNTY in accordance with this Agreement, the CITY shall promptly forward the Certificate of Deposit, Letter of Credit, warranty, or bond to the Office of the County Judge, Caldwell County Courthouse, Room 201, 110 South Main Street, Lockhart, Texas 78644.

J. The CITY agrees that if any subdivision is to be approved in the ETJ that involves the use of septic tanks, the COUNTY shall have exclusive jurisdiction over approval, permitting, collection of fees, regulation, and inspection of such systems.

K. As "Exhibit A" attached to this Agreement, the CITY shall provide a current map defining the legal boundaries of its corporate limits and areas of ETJ. The CITY shall notify the COUNTY of any changes to the CITY's ETJ within ten (10) days of the effective date of the change, and the area covered by this agreement shall be deemed by the parties to be subject to this agreement. A change in the area covered by this Agreement shall not, however, affect any rights accrued under Chapter 245 of the Texas Local Government Code prior to the effective date of the change. Notice of any change shall be sent to the office of the County Judge at the address set forth above.

L. The CITY shall submit for review by the COUNTY facility planning reports supporting proposed on-site sewage facilities in subdivisions in the CITY's ETJ.

M. The CITY agrees that the COUNTY shall have exclusive jurisdiction over floodplains, as detailed in Appendix H of the Caldwell County Development Ordinance and the County's Flood Damage Prevention Ordinance. The CITY further agrees to enforce the COUNTY's drainage design criteria, as detailed in Appendix E of the Caldwell County Development Ordinance, within the ETJ area subject to this agreement.

N. The CITY shall provide the COUNTY with a copy of any application received for a subdivision in the City's ETJ.

O. The CITY shall provide the COUNTY at least 10 (ten) days' written notice of any Planning and Zoning Commission consideration of an application for a subdivision variance in the ETJ. If the variance applies to a County standard, then the County may approve or deny the variance in full or part, at its discretion. If the variance applies to a City standard, then the City may approve or deny the variance in full or part, at its discretion. Either Party may provide written comment recommending approval or denial of a variance applying to the other Party's standard.

P. For any permits required by the COUNTY under Section 4 of the Caldwell County Development Ordinance, the CITY must place a note on the subdivision plat detailing the permits that must be obtained by applicant.

Q. The CITY shall consult the COUNTY's transportation plan and enforce right of way (ROW) dedications and ROW widths in accordance with the COUNTY's transportation plan.

- a. All permits for work in the ROW, including installation of utilities and driveways shall be issued by the COUNTY.
- b. All newly created subdivisions shall have utilities installed outside the ROW, except for necessary crossings, which will be as close to perpendicular as reasonably possible.
- c. Any street lights installed in ROWs to be dedicated to the COUNTY shall be subject to a licensing agreement. (This should be documented on a plat note.)
- d. Any dedications of parkland within the ETJ shall require approval of the County.
- e. All subdivisions partially within the CITY and partially in the ETJ that have a potential to serve more than 25 non-residential lots or 75 dwelling units shall have at least two points of vehicular access.

### III. GENERAL PROVISIONS

**A. General Administration:** Administering this Agreement and the contact person for the COUNTY shall be the Caldwell County Subdivision Coordinator or his or her representative. Administering this Agreement and the contact person and representative for the CITY shall be the City Planner, or his or her designee.

**B. Alteration, Amendment or Modification:** This Agreement may not be altered, amended, or modified except in a subsequent writing signed by the Parties. No official, agent, employee, or representative of either the COUNTY or the CITY has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the Caldwell County Commissioners Court or the Lockhart City Council.

**C. Notice:** Any notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested.

- a) Notices sent pursuant to this Agreement shall be sent to the Caldwell County Subdivision Coordinator's Office at the following address:

Manager  
Caldwell County Sanitation Department  
1700 FM 2720  
Lockhart, Texas 78644

- b) To be effective, a copy of any notice sent to the COUNTY shall be sent to the COUNTY's attorney at the following address:

Assistant District Attorney for Civil Affairs  
Caldwell County Justice Center  
1703 S. Colorado St., Box 5  
Lockhart, Texas 78644

- c) Notices sent pursuant to this Agreement shall be delivered or sent individually to the following CITY personnel:

Lockhart City Manager  
P.O. Box 239  
Lockhart, TX 78644

Lockhart City Planner  
P.O. Box 239  
Lockhart, TX 78644



- d) When notices sent pursuant to this Agreement are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office.

**D. Severability:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

**E. Breach:** The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. However, the parties agree to work together to resolve disputes arising under this Agreement, including a breach, and neither party shall be liable to the other party for any errors or omissions in the review or approval of an application or in the inspection of infrastructure installations. In the event of an alleged breach or other dispute, notice shall be provided to the other party as provided in Section IV.C., and the parties shall cooperate in an attempt to resolve such breach or dispute for a period of at least 60 (sixty) days, prior to sending notice of termination under section I.B., or taking any other remedial action. If the Parties cannot resolve the breach or dispute within the first 30 (thirty) days prior to sending notice of termination or taking any other remedial action, then the Parties shall attempt to resolve the breach or dispute through mediation within the last 30 (thirty) day period, and will act in good faith to select a mediator who is mutually acceptable.

**F. Non-Waiver:** The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

**G. Entire Agreement; Third Parties:** This Agreement constitutes the entire agreement between the COUNTY and the CITY. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding. This Agreement is not intended to confer any rights on any third parties.

**H. Terms Used in Document:** As used in this document, the terms "Interlocal Cooperation Agreement", "Interlocal Agreement", "Agreement", and "Contract" are synonymous.

**I. Non-Defined Terms:** If not specifically defined in this Agreement, words and phrases used in this Agreement shall have their ordinary meaning as defined by common usage.

**EXECUTED THIS** \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**CITY OF LOCKHART**

By:

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

Attest:

\_\_\_\_\_  
CONNIE CONSTANCIO, TRMC, CITY SECRETARY

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

**EXECUTED THIS** \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**CALDWELL COUNTY**

By:

\_\_\_\_\_  
KEN SCHAWA, CALDWELL COUNTY JUDGE

Attest:

\_\_\_\_\_  
CAROL HOLCOMB, CALDWELL COUNTY CLERK

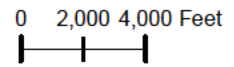
Date: \_\_\_\_\_

# EXHIBIT A



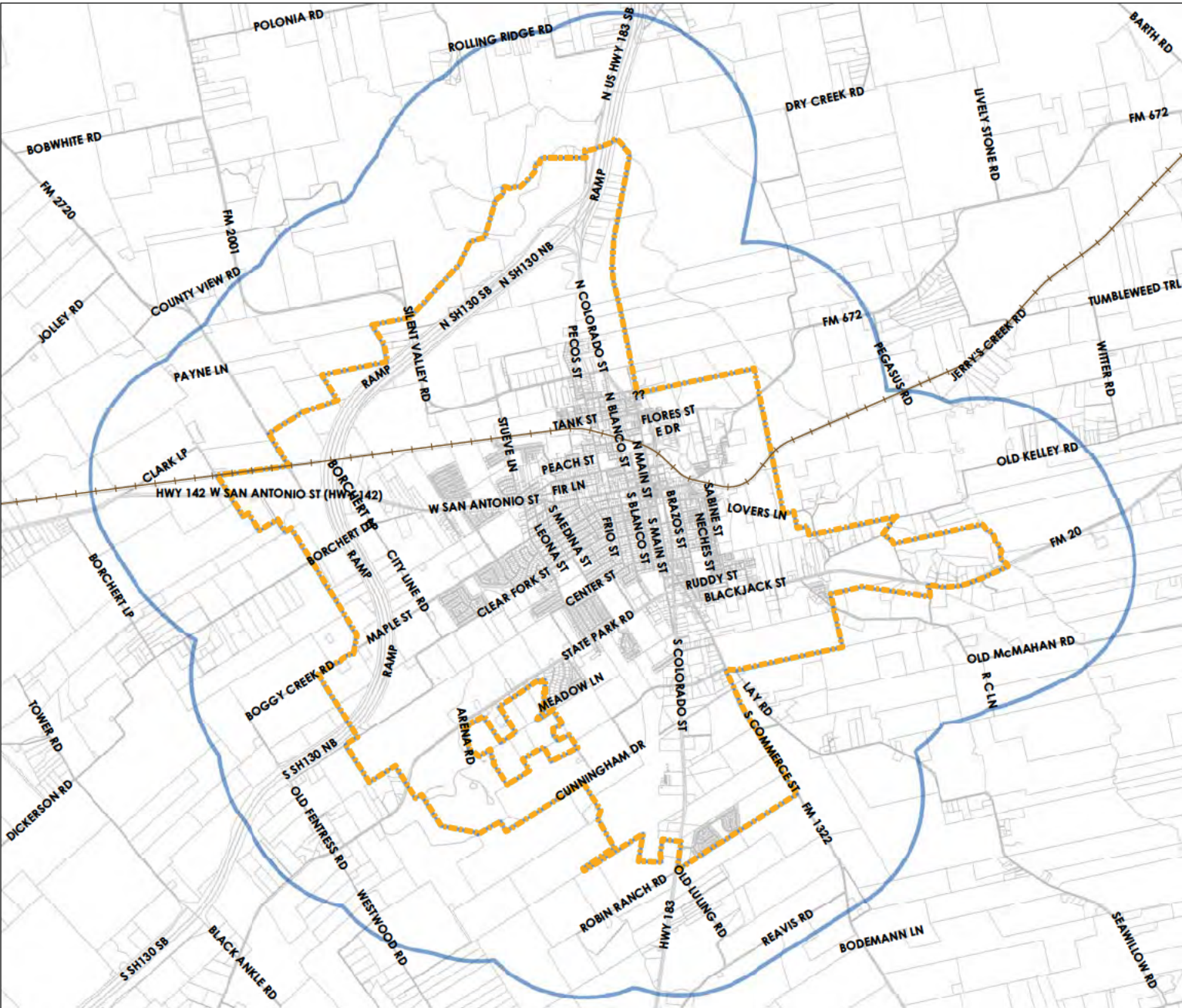
**Legend**

- PARCEL BOUNDARY
- CITY LIMITS
- STATUTORY 1-MILE ETJ



October 16, 2018

This product is for informational purposes only and may not have been prepared for or be suitable for legal engineering or surveying purposes. It does not represent an on the ground survey and represents only the approximate relative location of property boundaries.





## CITY OF LOCKHART 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: October 16, 2018</b>			
Department: City Manager		Initials	Date
Department Head: Steve Lewis	Asst. City Manager		
Dept. Signature:	City Manager	<i>[Signature]</i>	10/11/18
Agenda Item Coordinator/Contact (include phone #): Steve Lewis (512) 769-8072			
<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 approving the effective date of the Lockhart Airport Fixed Base Operator Lease Agreement from Mr. Stanley Martin to Martin & Martin Aviation, Inc. comprised of John Cyrier, Keith Uhls, and Reine Smith, from October 1, 2018 to January 1, 2019 because of extenuating circumstances.			
<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
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):</b>			
<b>SUMMARY OF ITEM</b>			
During the September 18, 2018 meeting, the Council approved Stanley Martin assigning the Fixed Base Operator (FBO) of the Lockhart Municipal Airport to Martin & Martin Aviation, LLC comprised of members John Cyrier, Ken (Reine) Smith and Keith Uhls to be effective October 1, 2018. Shortly thereafter, Martin & Martin Aviation was informed that Stanley Martin's legal counsel was not going to be able to complete the FBO transfer documents due to extenuating circumstances. All parties have agreed to revise the transfer date from October 1, 2018 to January 1, 2019. Cheryl Burrier, Stanley Martin's assistant, confirmed that they will be able to continue to do business and maintain the FBO at the Airport until January 1, 2019.			
<b>STAFF RECOMMENDATION</b>			
Staff recommends approval.			
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies:	
<ul style="list-style-type: none"> <li>• Assignment of Lease</li> <li>• September 18, 2018 Council material</li> </ul>		<ul style="list-style-type: none"> <li>• Martin &amp; Martin Aviation</li> </ul>	

## Connie Constancio

---

**From:** Cheryl - Martin Martin Aviation  
**Sent:** Wednesday, October 10, 2018 1:45 PM  
**To:** Connie Constancio  
**Cc:** Stanley Martin  
**Subject:** Martin & Martin Aviation

Hi, Connie - As per your request, I'm verifying via email that Stanley Martin - Martin & Martin Aviation will continue to do business and maintain the fbo until January 1, 2019. Have a great day and let me know if you need anything else.

Thanks, Cheryl

Operations Manager  
Martin & Martin Aviation - 50R  
P.O. Box 933- 222 Airport Drive  
Lockhart, Texas 78644  
Ph: 512-376-9608

**Vance Rodgers**

---

**From:** John Cyrier  
**Sent:** Tuesday, October 02, 2018 8:06 PM  
**To:** Vance Rodgers  
**Subject:** Fwd: FBO

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

*to  
Need take back  
to Council to  
approve FBO  
date from  
Oct 1 to Jan  
1, 2019  
Am*

Vance,

Please see email below. We are working thru the transfer and ask that we make it official on Jan 1, 2019 in lieu of Oct 1, 2018. I hope this is not a problem with the city. If you have any questions or concerns, please let me know. Thank you again for your work. John

John P. Cyrier  
(512) 585-1359  
Sent from my iPhone

Begin forwarded message:

**From:** ""  
**Date:** October 2, 2018 at 7:48:18 AM CDT  
**To:** John Cyrier, Keith Uhls  
**Subject:** FBO

Stanley came by yesterday and said that Jan 01 is OK with him. We just need to get it approved by the city. Vance is still there for a few days according to Doug Hammers. If not, Stanley suggested that we contact Lew White. Stanley's lawyer had a heart attack a couple of weeks ago and is only working a few hours a day a few days a week right now, so this works for him as well.

John, can you make this call?

Ken Smith  
Owner  
Ken's Mobile Mechanics  
512-398-3439



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

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

**CITY OF LOCKHART  
COUNCIL AGENDA ITEM**

*HISTORY*

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Finance	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	Not Applicable
<b>Council Meeting Dates:</b> September 18, 2018				
Department: City Manager			Initials	Date
Department Head: Vance Rodgers		Asst. City Manager		
Dept. Signature: <i>Vance Rodgers</i>		City Manager		<i>VR</i> 9-12-2018
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 type="checkbox"/> OTHER				
<b>CAPTION</b>				
Discussion and/or action to consider in interest of a public purpose an Assignment of Lease with minor adjustments to the existing lease from Stanley B. Martin to Martin & Martin Aviation, LLC, comprised of members John Cyrier, Ken (Reine) Smith, and Keith Uhls, and appointing the Mayor to sign the 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
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
<b>FUND(S):</b>				
<b>SUMMARY OF ITEM</b>				
Mr. Stanley B. Martin has been the Fixed Base Operator (FBO) for many years at the Lockhart Municipal Airport. Mr. Martin desires to assign his ground lease to Martin & Martin Aviation, LLC, comprised of members John Cyrier, Ken Smith, and Keith Uhls. Biographical information about these individuals and their relevant aircraft experience is provided in the Council packet. The current lease expires on October 31, 2020. Martin & Martin Aviation, LLC has requested and the City Manager agrees to three minor changes in the current lease: 1- Up to a 10 year lease extension option at the end of the current lease, 2- that the provision requiring 2.5% of fuel sale be paid to the City annually be removed (\$1,500 annually), and 3- that the FBO does not have to be open on Sundays.				
<b>STAFF RECOMMENDATION</b>				
City Manager respectfully requests approval of the Assignment of Lease with amendments				
List of Supporting Documents: Letter from Mr. Stanley B. Martin, Martin & Martin Aviation, LLC members bio, Old Assignment of Lease, Assignment of Lease, Lease		Other Departments, Boards, Commissions or Agencies:		

HISTORY

**ITEM 4-E. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2018-21 ADOPTING THE HISTORIC ZONING OVERLAY MAP AS A SUPPLEMENT TO THE OFFICIAL ZONING MAP, AS ESTABLISHED IN ARTICLE II, CHAPTER 64 "ZONING" OF THE LOCKHART CODE OF ORDINANCES; AND DESIGNATING HISTORIC LANDMARKS WITH THE "HL" ZONING CLASSIFICATION, AS PROVIDED IN SECTION 64-196(N), CHAPTER 64 "ZONING", AND IN SECTION 28-6, CHAPTER 28 "HISTORIC DISTRICTS AND LANDMARKS" OF THE LOCKHART CODE OF ORDINANCES.**

Councilmember Castillo asked how an individual would remove the historic landmark designation of their home. Mr. Gibson replied that such request would be submitted to the Historical Preservation Department.

Councilmember Castillo made a motion to approve Ordinance 2018-21, as presented. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 6-0.

**ITEM 5. CONSENT AGENDA.**

Mayor Pro-Tem Sanchez requested that consent agenda item 5A be pulled. She stated that she will abstain from voting because she was not present at the meetings.

**ITEM 5-A. APPROVE MINUTES OF THE CITY COUNCIL MEETINGS OF AUGUST 28, 2018 AND SEPTEMBER 4, 2018.**

Councilmember McGregor made a motion to approve the minutes of the August 28, 2018 and September 4, 2018 meetings. Councilmember Castillo seconded. The motion passed by a vote of 5-0-1, with Mayor Pro-Tem Sanchez abstaining.

Mayor Pro-Tem Sanchez made a motion to approve consent agenda items 5B, 5C, 5D, 5E, 5F, 5G, 5H and 5I. Councilmember Mendoza seconded. The motion passed by a vote of 6-0.

The following are the consent agenda items that were approved:

- 5B: Approve Resolution 2018-15 approving Investment Policy for the City of Lockhart, Texas.
- 5C: Approve Resolution 2018-16 authorizing the Bank OZK to accept Steven Lewis as a designated signatory for the City of Lockhart; and removing Vance Rodgers and Benny Hilburn from the Corporate Authorization Resolution to be effective October 8, 2018.
- 5D: Approve Resolution 2018-17 amending TexPool's Authorized Representatives effective October 8, 2018.
- 5E: Approve proposal by 4J Security Services to provide unarmed, uniformed, state licensed security officer services at the City of Lockhart Dr. Eugene Clark Library at a cost of \$17.90 per hour and authorizing the City Manager to finalize the contract with review by the City Attorney and for the Mayor to sign the contract for the services.
- 5F: Approve purchase of cell phone forensic extraction device and related training in the amount of \$18,204 from Cellebrite, Inc.
- 5G: Approve in the interest of a public purpose, an Assignment of Lease with minor adjustments to the existing lease from Stanley B. Martin to Martin & Martin Aviation, LLC, comprised of members John Cyrier, Ken (Reine) Smith, and Keith Uhls, and appointing the Mayor to sign the lease if approved.
- 5H: Approve in the interest of a public purpose of an Extension of Lease Agreement regarding a ground lease, a new structure lease and new rates with Mr. H.L. Baker at the Lockhart Municipal Airport, and appointing the Mayor to sign the agreement if approved.
- 5I: Approve in the interest of a public purpose of an Assignment and Release of a lease agreement with Mr. Ted Jones and it being assigned to Mr. Phillip Cline, and regarding an Extension of Lease Agreement for a ground lease and a new structure lease, and new rates with Mr. Phillip Cline at the Lockhart Municipal Airport, and appointing the Mayor to sign the agreements if approved.

32



HISTORY

TO WHOM IT MAY CONCERN

Due to some health issues :

I Stanley Martin the owner of Martin & Martin Aviation LLC.

Is committed to the transfer/ sale of the interest in the FBO operations at 50R Lockhart, Texas. This is including all assets ,and vehicles, fuel ,shop tools , mowers , etc. necessary to continue the operations of it under the contract lease hold with the City of Lockhart land lease of the premises and buildings on them

The new owners are going to use the existing LLC , and I " Stanley Martin" will be removed from all interest in it after their acceptance and approval of the city of Lockhart and any other entities that may be required

Their names are : John Cyrier ; Ken Smith ; Keith Uhls

Ken Smith is currently operating the aircraft repair facility in the smaller hanger and has an excellent reputation for his business operations there now .

This all pending the cites acceptance and theirs also , as to the terms and price agreed on by all parties with a legal document by our respective legal advisors

We would like for this to happen on or before October 1 ,2018

THANKS

  
Stanley Martin

## Vance Rodgers

---

**From:** John Cyrier  
**Sent:** Tuesday, May 08, 2018 10:22 PM  
**To:** Vance Rodgers  
**Subject:** FBO New Partners Info 5-8-2018 INFO

Vance,  
Here would be the new owners of Martin and Martin Aviation.

Ken Smith (Manager)  
5407 Honey Dew Terrace  
Austin, TX 78749

Keith Uhls  
Captain at Southwest Airlines  
1600 Barton Springs Rd. #2303  
Austin, TX 78704

John Cyrier  
1301 Westwood Rd.  
Lockhart, TX 78644

I forgot to ask about mowing around the two hangars. Not sure if the city can pick that up. Trying to make the numbers work without the fuel sales; but also don't want the liability of the sale of fuel. Our hope is also that with the city in charge of fuel they can keep the price down which will attract more flyers.

Please let me know if you or the city attorney has any questions before we review.

Thanks again,  
John

**John Cyrier** | LEED AP  
D:512.767.7402 | M:512.585.1359 |  
**Sabre Commercial, Inc.**  
2001 Chicon Street, Austin, TX 78722



STATE OF TEXAS )

COUNTY OF CALDWELL )

**ASSIGNMENT OF LEASE**

**THIS AGREEMENT** is made by and between **Stanley B. Martin**, an individual and former Manager and Director of **Martin & Martin Aviation, PLLC** ("Assignor"), and **Martin & Martin Aviation, LLC**, a Texas limited liability company ("Assignee") comprised of Members John Cyrier, Reine Smith IV, and Keith Uhls.

1. A lease was executed on or about November 1, 1991, by and between The City of Lockhart, Texas ("Landlord"), a municipal corporation existing by and under the authority of the laws of the State of Texas, and Stanley B. Martin and Palmer R. Martin (now deceased) as Tenant, under which the property described therein was leased to the Tenant for a term of twenty (20) years, beginning on November 1, 1991, a copy of which is attached as **Exhibit A**. On or about October 7, 2000, the parties executed an amendment to the Lease Agreement extending the Lease until October 31, 2020, a copy of which is attached as **Exhibit B**. Exhibits A and B are hereafter collectively referred to as the "Lease".

2. The Assignor wishes to assign the Lease to the Assignee, and the Assignee wishes to accept the assignment.

**IN CONSIDERATION** of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Assignor assigns to the Assignee all his right, title, and interest in and to the Lease. The Landlord and Assignee, **Martin & Martin Aviation, LLC**, agree that Article III. Term of Lease is hereby amended to include up to ten (10) year renewal option, that Article VI. Rental and Fuel Charges is hereby amended to eliminate the 2.5% of fuels sales being paid to the Lessor (City of Lockhart) and that Article IX Fixed Base Operations is hereby amended to eliminate the requirement that the Fixed Base Operator be open on Sundays. The Assignee accepts the assignment and agrees to fulfill all of its terms in the Lease and the Assignor's duties and covenants except as amended herein, including making all payments due to or payable on behalf of the Landlord when due and payable.

This agreement binds and inures to the benefit of the parties to the Lease and this assignment only.


**Assignor:**

  
Stanley B. Martin

9/12/2018  
Date

**Assignee:**


**Martin & Martin Aviation, LLC.**

  
John Cyrier, Member  
1301 Westwood Road  
Lockhart, Texas 78644

9/12/18  
Date

  
Keith Uhls, Member  
1600 Barton Springs Road #2303  
Austin, Texas 78704

9/12/18  
Date

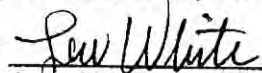
  
Reine Smith IV, Member  
5407 Honey Dew Terrace  
Austin, Texas 78749

9/12/18  
Date

**Consent of Landlord**

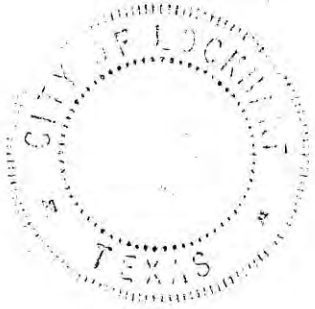
Pursuant to the action of the Lockhart City Council on September 18, 2018, the Landlord in the Lease, City of Lockhart, Texas, consents to the assignment of the Lease to Martin & Martin Aviation, LLC, comprised of Members John Cyrier, Reine Smith IV, and Keith Uhls, and waives no right under the Lease or this assignment with respect to the Assignor and/or the Assignee.

**City of Lockhart, Texas**

By:   
Lew White  
Mayor

Attest:


Connie Constancio  
Connie Constancio, TRMC  
City Secretary



**Consent of Landlord**

The Landlord in the Lease, defined in the above assignment, consents to assigning the Lease to **Martin & Martin Aviation, LLC** and waives no right under the Lease with respect to the Tenant or the Assignee, pursuant to the action of the Lockhart City Council Meeting held on June 2, 2009.

City of Lockhart

By:   
Name: James A. Bertram  
Title: Mayor

# **EXHIBIT A**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 1st day of November, 1991, by and between the City of Lockhart, Texas, a municipal corporation existing by and under the authority of the laws of the State of Texas, hereinafter referred to as Lessor, and Stanley B. Martin and Palmer R. Martin, hereinafter referred to as Lessee,

WITNESSETH:

WHEREAS, Lessor owns and operates, near the City of Lockhart, an Airport which includes all aeronautical navigation facilities, said Airport being known as Lockhart Municipal Airport, and said Lessor is desirous of leasing to Lessee certain premises hereinafter more fully described, and located on said Airport, together with the right to use and enjoy individually and in common with others the facilities referred to; and

WHEREAS, Lessee has indicated a willingness and ability to properly keep, maintain and improve said premises with standards approved by Lessor; and Lessee will operate a fixed based operation which will engage in the business of aeronautics, engine and aircraft repairs, sales and renting of aircraft, sale of aircraft and engine parts and accessories, sale of fuel, flight instruction, storage of aircraft and equipment, airplane charter trips and local short flights, providing a radio and operator when



necessary, and desires to lease said property and rights from the city of Lockhart, Texas;

NOW THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, Lessor does hereby lease, demise, grant and let to Lessee, and Lessee does hereby hire, take and lease from Lessor, the following premises, rights and easements on and to the Airport upon the following terms and conditions, to-wit:

ARTICLE I.

LEASED PREMISES

Lessor does hereby grant, demise and lease unto Lessee the following described tract of land at said Airport with respect to which Lessee is to have for the term of this lease the use of said tract described as follows:

THOSE portions of the airport property being approximately 2.49 and 1.66 acres of land situated in the E. Berry Survey A-1, in Caldwell County, Texas, and which are more accurately described in Exhibit "A" attached hereto and incorporated herein for all purposes.

ARTICLE II.

BUILDINGS AND IMPROVEMENTS

Lessee shall have the right to erect office and administration buildings, shops, hangars and other buildings upon the 2.49 acre portion of said described premises, in accordance with the City of Lockhart Airport Master Plan or as mutually agreed upon and with approval of Lessor.

Lessee agrees to maintain in good condition, order and repair all structures and other improvements upon the demised premises including but not limited to: hangars; administration buildings; and, any other additional structures or facilities which Lessee may deem necessary to the enjoyment of the rights herein granted. However, Lessee agrees and understands that plans and specifications for any and all proposed improvements to the leasehold property shall receive the prior written approval of the Lessor, and shall conform to the City of Lockhart Airport Master Plan or as mutually agreed upon and with approval of Lessor.

Lessor, acting through its Building Inspector and other Inspectors, shall have free access to the property covered hereby and to the improvements thereon for the purpose of determining that any construction conforms to the plans and specifications approved by Lessor, and to determine if the building and other improvements are being maintained in accordance with the requirements in this Lease Agreement. It shall be Lessee's responsibility to take such actions as are necessary to insure that the construction of improvements and any later required maintenance work, is conducted without interference with other Lessees, the F.A.A., or any aviation activities which are the principal purpose of the maintenance of the airport. Any activity which interferes with or endangers aviation activity will be immediately discontinued when so mandated by the Lessor or the F.A.A.

ARTICLE III.TERM OF LEASE

The term of this lease shall be for a period of twenty (20) years, commencing on the date above first written, unless sooner terminated or extended as hereinafter provided. This lease and any extension thereof shall be subject to review by the appropriate State agency and the Federal Aviation Administration, as required, and acceptance by Lessor and Lessee and the terms of this Lease shall be provisional until such time as all appropriate agencies have approved this agreement.

ARTICLE IV.SERVICES TO BE PROVIDED BY LESSEE

Lessee agrees and understands that it will be required to provide sales of aviation fuel and oil; sale of aircraft and accessories or supplies; and, repairs and maintenance of aircraft. Lessee shall have the right to conduct these activities upon the 2.49 acre portion of the area in Exhibit "A".

Lessee may perform the following activities, in its discretion, in addition to those previously required:

Painting of aircraft; flight instruction, both air and ground; aerial photography, survey and pipeline patrol; air charter operations; aircraft rental; operation of coffee shop and/or restaurant; car rental agency. The list in this paragraph is not intended to be all inclusive, and LESSEE has the right to perform any other services normally associated with aircraft operations.

Lessee agrees and understands that any services provided will be in accordance with accepted standards; local, State, and federal laws; and FAA regulations.

Lessee agrees and understands that no activities will be performed which are not related to, or not normally associated with, aircraft operations.

The Lessee agrees and understands that the right to conduct aeronautical activities for furnishing services to the public is granted by Lessor subject to the Lessee agreeing;

(a) To furnish said services on a fair, equal and nondiscriminatory basis to all users thereof;

(b) To charge fair, reasonable and nondiscriminatory prices for each unit of service; provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers; and,

(c) To furnish good, prompt, efficient services adequate to meet all the demands for its services at the airport.

It is clearly understood by the Lessee that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the airport from performing any services on its own aircraft with its own fulltime, regular employees (including, but not limited, to maintenance, repair and fueling) that it may choose to perform, which are in conformance with Federal

Aviation Administration Regulations and/or City Ordinances, provided that any maintenance or repair required to be done by an FAA certified mechanic must be accomplished by or under the direct supervision of FAA licensed mechanics and/or avionics personnel.

ARTICLE V.

NON-DISCRIMINATION

The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agrees as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by, or pursuant to, 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of

race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E.

The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered subordinations will provide assurances to the Lessee that they similarly will undertake affirmative action programs, and that they will require assurances from their subordinations, as required by 14 CFR Part 152, Subpart E, to the same effect.

That in the event of breach of any of the preceding nondiscrimination covenants, the City of Lockhart shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land the facilities thereon, and hold the same as if the said lease had never been made or issued.

ARTICLE VI.

RENTAL AND FUEL CHARGES

Lessee agrees to pay an annual rental for the use of the premises, rights and easements herein provided for as follows:

(a) Ground rent.

(1) Ground rent to be paid semi-annually in the amount of \$0.03 per square foot per year on each square foot of land on the 2.49 acre (108,464 square feet) portion of

the leased property for a total of \$3,254.00 annually, the first payment of \$1,627.00 which shall be due and payable contemporaneously with the signing of this lease.

(2) Ground rent to be paid semi-annually in the amount of \$0.003 per square foot per year on each square foot of the 1.66 acre (72,309 square feet) portion of the leased property for a total of \$216.93 annually, the first payment of \$108.46 which will be due and payable contemporaneously with the signing of this lease.

(3) 1.66 acre tract of land which is a portion of the leased premises is acknowledged by the parties to be at the present time used as a tie-down area for aircraft. In the event that Lessee chooses, at his option, to charge monthly or otherwise periodic rental for the privilege of outside tie-down spaces to aircraft owners, then rental fee for the 1.66 acre portion of the leased premises shall be in an amount of \$0.003 per square foot or 50% of the monthly tie-down rental fees charged by Lessee, whichever amount is larger. Lessee covenants and agrees to provide to Lessor all appropriate documentation with regard to fees charged for tie-downs, on a monthly or otherwise mutually agreed upon schedule.

(4) The ground rent on the tracts leased shall be subject to Article V, Section C, "Adjustments to Rent."

(5) Should any governmental agency require for any reason any portion of the tract held by Lessee under the this lease, Lessee shall be entitled to reimbursement for

the sums paid to the Lessor for the area of property actually utilized by the governmental agency. Nothing herein shall entitle Lessee to reimbursement for any amount greater than the sum actually paid to Lessor on the property actually utilized by the governmental agency.

(b) Fuel charges. Payments for aviation fuel delivered to Lessee shall be paid on a "per load" basis within five (5) days of receipt of the fuel load placed in the fuel storage facility located on the leased premises. Such payments shall be at the rate of two and one-half percent (2.5%) of the average retail price per gallon of aviation fuel delivered to Lessee during the term of this lease. Upon remitting payment Lessee shall also include the delivery ticket or other proof with regard to fuel actually purchased by and delivered to Lessee, and documentation regarding Lessee's average retail gasoline sales price.

Lessee shall make available to Lessor for inspection during regular business hours the oil, gasoline and aviation fuel delivery tickets, and any other data reasonably required by the Lessor to verify the number of gallons of fuel delivered to Lessee.

(c) Adjustments to Rent. As promptly as practicable after the end of the 5th year after the beginning date of this Lease and each 5th year thereafter, Lessor shall compute the percentage of change (increase or decrease), if any, in the cost of living during the time period between the beginning date of this Lease Agreement and the date of



the 5th year anniversary and each 5th year anniversary thereafter during the term of this Lease, based upon the changes in the Consumer Price Index for Urban wage Earners and Clerical Workers - U.S. Average (1967=100) (herein called "Consumer Price Index"), as determined by the United States Department of Labor, Bureau of Labor Statistics for "All Items". It is agreed that the Consumer Price Index Number at the commencement date of this Lease is November 1, 1991 (herein called "Base Index Number"). If the Consumer Price Index Number for the month in which any such anniversary of the beginning date shall occur (each such number being herein called an "Anniversary Index Number") is higher or lower than the Base Index Number, then such Anniversary Index Number shall be divided by the Base Index Number and from the quotient thereof shall be subtracted the integer one (1). The resulting number, multiplied by one hundred, shall be deemed to be the percentage of increase or decrease in the cost of living. Such percentage of change shall be multiplied by the Basic Rental, and the product thereof shall be added to, or subtracted from, the Basic Rental to determine the annual rental payable for the next five year period, commencing on the immediately preceding anniversary of the beginning date (such amount being herein sometimes called "Adjusted Basic Rental"). Such Adjusted Basic Rental shall be calculated in the above manner during the 5th year anniversary and each 5th year thereafter of the Lease Term. Lessor shall, within a reasonable time after

obtaining the appropriate data necessary for computing any change in the annual rent, give Lessee notice of any change so determined. Lessee shall notify Lessor of any claimed error therein within thirty (30) days after receipt of such notice. If publication of the Consumer Price Index shall be discontinued, the parties hereto shall thereafter accept comparable statistics on the cost of living for the City of San Antonio, Texas, as they shall be computed and published by an agency of the United States, or by a responsible financial periodical of recognized authority, then to be selected by the parties hereto. As an example, only, of the foregoing adjustment:

- a. Assume Basic Rental is per acre \$100.00 per year,
- b. Assume Basic Index Number is 200,
- c. Assume Anniversary Index Number on the anniversary date of the commencement date is 300,

then based upon the foregoing, the Annual Basic Rental shall be:

Anniversary Index Number 300 divided by Base Index  
 Number 200 =  
 $1.5 - 1 = .5 \times 100 = 50 = 50\%$   
 $50\% \times 100 = 50.00$   
 $50.00 + 100.00 = 150.00$  Adjusted Basic Rental.

All payments are to be made to the Office of the City Manager at P. O. Box 239, Lockhart, Texas 78644.

In the event of Lessee's failure to pay any installment of rental when due or any other fee when due, Lessor may declare the lease terminated, or may declare all unmatured rental due, and further will be entitled to judgment for

court costs, reasonable attorneys' fees and interest on its unpaid rental and fees at the rate of TEN (10%) PERCENT per annum.

d. Late payments on rent. All rental payments shall be due on the first of the month, of the month beginning the semi-annual lease payment period. Payments not received by the 10th shall be deemed late, and there will be an automatic ten percent (10%) penalty assessed and collected by Lessor from Lessee in that event.

#### ARTICLE VII.

##### INSURANCE

Lessee shall maintain, at its own cost and expense: (a) comprehensive general liability insurance on an occurrence basis, with minimum limits of liability in an amount of \$1,000,000.00 for bodily injury, personal injury or death to any one person, up to \$2,000,000.00 for each occurrence, and \$1,000,000.00 for damage to property, including contractual liability; (b) fire insurance in an amount adequate to cover 80% of the cost of replacement of all fixtures and contents in the demised premises in the event of fire, extended coverage, vandalism or malicious mischief and special extended coverage; and, (c) Workers' Compensation coverage on all of Lessee's employees. Lessee agrees to carry Lessor as an additional insured party, and such insurance policies shall contain the endorsement that such insurance may not be cancelled or amended with respect to Lessor, without thirty (30) days' written notice by registered mail, to Lessor, by

the insurance company; and that Lessee shall be solely responsible for the payment of premiums; and that Lessor shall not be required to pay any premiums for insurance; and in the event of payment of any loss covered by such policies, Lessor shall be paid first by the insurance company for its loss, and Lessee waives the right of subrogation against Lessor for any reason whatsoever. Any insurance policy herein required or procured by Lessee shall contain an express waiver of any right of subrogation by the insurance company against the Lessor. The original policy of all such insurance shall be delivered by Lessee to Lessor, within ten (10) days of the inception of such policy by the insurance company. The minimum limits of any insurance coverage required herein shall not limit Lessee's liability under the following paragraph.

If the leased premises or any structures or improvements on the leased premises should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

If the leased premises should be totally destroyed by fire, tornado, or other casualty not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, or if it should be so damaged by such a cause that rebuilding or repairs cannot reasonably be completed within sixty (60) working days, this lease

shall terminate, and rent shall be abated for the unexpired portion of this lease, effective as of the date of written notification provided for hereinabove.

If the leased premises should be damaged by fire, tornado, or other casualty not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, but not to such an extent that rebuilding or repairs cannot reasonably be completed within one hundred twenty (120) working days, this lease shall not terminate, and it shall be the responsibility of Lessee to rebuild or repair said damage at Lessee's expense.

Lessee shall, at its own expense, require contractor liability insurance during the construction of all structures on the leased premises.

#### ARTICLE VIII.

##### NON-EXCLUSIVITY

Lessee agrees to operate the premises leased for the use and benefit of the public.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED THAT MAY BE OR APPEAR TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE NON-EXCLUSIVE AND THE LESSOR HEREIN RESERVES THE RIGHT TO GRANT SIMILAR PRIVILEGES TO ANOTHER OPERATOR OR OTHER OPERATORS ON OTHER PARTS OF THE AIRPORT.

ARTICLE IX.FIXED BASE OPERATION

Lessee shall provide a fixed based operation (FBO) conducted seven (7) days a week during a minimum of nine (9) hours, unless otherwise agreed upon in writing by the City Manager, at Lessee's option, conducted on a 24 hour basis, which operation shall include providing all of the services and facilities to be performed and constructed by Lessee as set forth herein. Lessee shall have the right to close his business on the following days: Christmas Eve, Christmas, and Thanksgiving. Lessee agrees and understands that the Airport will be open to the public at all times.

ARTICLE X.NON-ASSIGNMENT

Lessee shall not, at any time during the term of this lease, or in any manner, either directly or indirectly, assign, sublease, hypothecate, or transfer this agreement or any interest therein without the prior written consent of Lessor. Lessor shall not unreasonably withhold consent under this provision.

Should a lending institution, in connection with either existing or new improvements require a first lien on the Lessee's leasehold interest and require collateral assignment of said lease to the financial institution, Lessor agrees this will not be violative of the lease agreement. Any assignment, hypothecation, or pledge shall not be effective without the prior written consent of the

City of Lockhart and such consent shall not be unreasonably withheld. Prior to such assignment, sublease, hypothecation, or pledge of this lease as provided for in this paragraph, Lessee shall provide Lessor's City Manager with a copy of said assignment, sublease, hypothecation, or pledge and of any and all agreements collateral thereto. In the event that the City of Lockhart approves the proposed assignment, sublease, hypothecation, or pledge a copy thereof shall be filed with the City Secretary of the City of Lockhart. It is specifically understood and agreed by the parties that any assignment of this lease or hypothecation thereof shall not create any type of lien upon the realty or create any further obligation upon Lessor as a result of such assignment or hypothecation thereof.

ARTICLE XI.

INDEMNITY

(a) Lessee shall indemnify Lessor and save it harmless from suits, actions, damages, liability and legal defense expense in connection with the loss of life, bodily or personal injury or property damage arising from or out of any occurrence in or upon the demised premises, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, invitees or licensees, in their use of the demised premises, the runways and taxiways, and any other area within the City of Lockhart Airport; and

(b) Lessee shall store its property in and shall occupy the demised premises and all other portions of the City of Lockhart Airport at its own risk, and releases Lessor, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage; and

(c) Lessor shall not be responsible or liable at any time, for any loss or damage to Lessee's merchandise, equipment, fixtures, machinery, airplanes or airplane parts of any other business personal property of Lessee or to Lessee's business on or upon the demised premises; and

(d) Lessor shall not be responsible or liable to Lessee or to those claiming by, through or under Lessee, for any loss or damage to either the person or property of Lessee that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises; and

(e) Lessor shall not be responsible or liable for any defect, latent or otherwise, on any building in the Airport area, or of any of the equipment, machinery, utilities, appliances or apparatus therein or thereupon, nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Lessee, or any other person caused by or resulting from any bursting, breakage, or by or from leakage, steam or snow or ice, running, backing up, seepage or the overflow of water or sewage in any part of said premises, or for any injury or damage caused by or



resulting from any defects or negligence in the occupancy, construction, operation or use of any said buildings, equipment, machinery, utilities, appliances or apparatus by any person or by or from the acts of negligence of any occupant of the premises; and,

(f) Lessee shall give prompt notice to Lessor in case of fire or accidents in the demised premises.

ARTICLE XII.

GENERAL RIGHTS AND DUTIES OF PARTIES

The parties hereto for themselves, their legal representative, successors and assigns, further covenant and agree as follows:

(a) Lessee agrees to observe and obey during the term of this lease, all laws, ordinances, rules and regulations promulgated and enforced by Lessor, and by any other proper authority having jurisdiction over the conduct of operations at the airport.

(b) So long as Lessee conducts its business in a fair, reasonable and workmanlike manner, Lessee shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.

(c) With regard to permanent improvements either in place or to be placed upon the premises by Lessee, Lessee hereby agrees to the following provisions:

(i) Permanent improvements placed upon the premises by Lessee during the term of this lease shall revert to Lessor on termination of this lease.

(ii) Any permanent improvement heretofore placed upon the leased premises under some previous agreement as a sub-lessee or otherwise to a previous fixed base operator shall revert to Lessor upon termination of the lease.

(iii) Lessee shall provide proof of timely payment on all notes on improvements at a minimum of once annually by providing all appropriate documents to the City Manager of the City of Lockhart.

(iv) All loans upon existing or subsequent permanent improvements placed upon the premises by Lessee shall be paid in their entirety and any liens placed upon improvements as a result of those construction loans shall be released no later than five (5) years prior to the termination of this lease agreement.

(v) No equity or other type of loan which results in additional lien or liens on existing improvements shall be allowed without the expressed written consent of Lessor.

(d) Lessee agrees that no signs or advertising matter may be erected without the consent of Lessor.

(e) Lessee agrees to install, maintain and operate proper obstruction lights on tops of all buildings in excess of thirty feet in height to be placed on the premises described hereinabove and keep the same lighted from sunset to sunrise.

(f) Lessor hereby designates the City Manager,

City of Lockhart at its official representative with the full power to represent Lessor in all dealings with Lessee in connection with the premises herein leased. Lessor may designate by notice in writing, addressed to Lessee, other representatives from time to time and such notice shall have the same effect as if included in the terms of this agreement.

(g) Notice to Lessor as herein provided shall be sufficient if sent by registered mail, postage prepaid, to the City Manager, of the City of Lockhart at 308 W. San Antonio Street, and notice to Lessee in the same manner, shall likewise be sufficient if addressed to Lessee at P. O. Box 1169, Lockhart, Texas 78644, or such other addresses as may be designated by Lessor to Lessee in writing from time to time.

Mail  
Notices

(h) Lessee shall keep the premises, as described hereinabove, clean and all grass areas within the leased premises properly mowed. He shall dispose of all debris and other waste matter which may accumulate on the leased premises at Lessee's expense, and shall provide metal containers with proper covers for waste within the building or buildings to be erected on said premises. Should Lessee fail to mow grassy areas, or dispose of waste, trash or junked vehicles, Lessor shall have the right to do so, and Lessee shall be billed for this work. Lessee shall forthwith remit payment to Lessor, should this occur.

(i) Lessee shall pay all taxes and assessments against the buildings placed on the premises by the Lessee during the term of this agreement

(j) Lessee hereby grants a lien to the Lessor upon all property belonging to Lessee in and on the premises as a possessory pledge to secure the timely performance by Lessee of all of its obligations hereunder, including the proper payment of rent. In the event of default by Lessee, Lessor is and shall be empowered and authorized to seize and hold all of the personal property belonging to Lessee on the premises to secure such performance, to sell same at public or private sale and to apply the proceeds thereof first to pay the expenses of the sale, and to pay all amounts due Lessor hereunder, holding the balance remaining, if any, subject to Lessee's order. A copy of this agreement shall be the only warrant necessary. Lessee hereby waives any and all exemptions of such property either now or to be later located upon the leased premises.

(k) Lessee agrees and covenants that in the event that any proceedings in bankruptcy or in solvency shall be instituted against Lessee, whether voluntary or involuntary, Lessor may, at its option, declare this lease forfeited and terminated, and upon such declaration Lessee agrees to give and deliver immediate possession of the premises to Lessor.

(l) Lessor agrees to maintain the fuel tank(s) and pumping facility located upon the leased premises and to comply with all Texas Water Commission and other

governmental authority requirements as to the storage of aviation fuel. Lessee agrees to fully cooperate with Lessor in any and all ways required to assure the proper testing of the fuel facility. Lessor agrees to provide to Lessee ninety (90) days, if Lessee is to completely fill the fuel tank(s) in question. This ninety day requirement shall be waived in the event that the Lessor is required to do anything by any State or Federal Agency requiring Lessee's cooperation in which it does not have ninety (90) days within which to comply with any requirement or perform any test. Lessee hereby covenants and agrees to operate the fuel storage tank(s) and dispersal facility in a proper, safe, and workmanlike manner and agrees to indemnify and hold harmless the Lessor for any accidents, damage, fire, or other injury, personal or to property, arising out of Lessee's usage of the fuel facility. In the event that the Texas Water Commission or other governmental entity for whatever reason justified or unjustified chooses to or mandates the fuel facility or tank(s) be removed, altered, or in any other way shutdown for any period of time, this said action shall not release Lessee from his obligations under the terms of this lease. Lessor at its sole discretion, shall have the right to make decisions with regard to the fuel facility and/or tank(s) located under ground upon the leased premises, to include the removal thereof should the maintaining of the fuel facility present

a hazardous waste problem, as determined by any Federal or State agency.

(m) Lessee shall maintain all areas under the lease presently paved, and shall further ensure that those areas under lease presently paved shall be maintained in a proper and safe condition. Lessee's obligation under this subparagraph in the 1.66 acre tract shall extend only to the repair of damage caused by the operations of Lessee, its agents, invitees or employees.

(n) Lessee agrees by the terms of this lease contract to provide a list of all persons with addresses and phone numbers, who have or will have in the future T-Hangar spots as owners or tenants on a periodic basis, as mandated time to time by Lessor, but in no event, less than once per year. Lessee shall also provide to Lessor a copy of the agreements made between Lessee and all persons having T-Hanger spots.

*Annual Report*

(o) Lessee agrees to provide an annual report to Lessor on the names of all persons and/or entities owning aircraft or operating aircraft at the Lockhart Airport who are using the tie-down facilities on a monthly or periodic basis, effective the date of this lease. Lessee further acknowledges and agrees that upon the sole discretion of Lessor, these reports may be at some other period of time of less than one year.

(p) Lessee shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon;

(q) Lessee shall have the right to install, operate, maintain, repair and store, subject to approval of Lessor in the interests of the safety and convenience of all concerned, all equipment necessary for the conduct of Lessee's business;

(r) Lessee shall have the right of ingress to and egress from the demised premises, which right shall extend to Lessee's employees, passengers, guests, invitees and patrons;

(s) Lessee shall have the right in and on the demised premises to locate, maintain and operate full aircraft servicing facilities, to sell aircraft, engine, accessories and parts, and to provide storage space for aircraft, a repair shop for the repairing and servicing of aircraft engines, instruments, propellers and accessories in connection with said business; the right to conduct such activities shall apply to aircraft of other persons as well as aircraft belonging to Lessee. Said property is not to be used for any purposes other than those authorized herein without the written consent of Lessor; airport and facilities, particularly hangars, are to be used only for aeronautical purposes;

(t) Lessee shall have the right to give flying instructions, to provide pilots for operating planes for others and to carry passengers and freight for hire, subject to all appropriate laws of the Federal Government, the State of Texas, the ordinances of the City of Lockhart and the

requirements of the FAA or any other duly authorized governmental agency;

(u) Lessee shall have the right in common with others authorized so to do, to use common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft of Lessee;

(v) Lessee shall have the right to install, operate and maintain a licensed radio and operator for a fixed based operation.

(w) Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

#### ARTICLE XIII.

##### ABATEMENT DUE TO AIRPORT CLOSURE

During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in such a manner as to interfere with the use of same by Lessee for its business operations, the rent shall abate and the period of such closure shall be added to the term of this lease so as to extend and postpone the expiration thereof.

#### ARTICLE XIV.

##### POLICE PROTECTION

Lessor does not guarantee police protection to Lessee and his property, and Lessor shall not be responsible for injury or harm to any person or for any property belonging



to Lessee, his officers, agents, servants, employees, contractors, licensees or invitees which may be stolen, destroyed or in anyway damaged, and Lessee hereby indemnifies and holds harmless Lessor, its officers, agents, servants, and employees from and against any and all such claim.

ARTICLE XV.

RIGHT OF ENTRY BY LESSOR

Lessor reserves the right to enter and view the premises at any and all times for the purpose of making any inspection it may deem expedient to the property enforcement of any of the covenants or conditions of this agreement.

ARTICLE XVI.

AERIAL APPROACHES

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the leased or adjacent property which, in the opinion of Lessor, would limit the usefulness of the airport or constitute hazards to air navigation.

ARTICLE XVII.

NATIONAL EMERGENCY

During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use;

and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

ARTICLE XVIII.

LEASE SUBORDINATE

This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the State of Texas and/or the United States, relative to the operation or maintenance of the airport, the execution of which has been, or may be required, as a condition precedent to the expenditure of Federal funds for the development of the Airport.

ARTICLE XIX.

GENERAL PROVISIONS

(a) This Agreement embraces the entire agreement between the parties hereto and no statement, remark, agreement, or understanding, oral or written, not contained herein shall be recognized or enforced. This Agreement may be modified only by written addendum hereto signed by all of the parties.

(b) This agreement shall be binding upon the successors, heirs, assigns and legal representatives of the Lessor and Lessee.

(c) For the purpose of this Agreement, the singular number shall include the plural, and masculine

shall include the feminine and vice versa, whenever the context so admits.

(d) The captions and headings in this Agreement are inserted solely for convenience of references, and are not a part of nor intended to govern, limit and/or aid in the construction of any provision hereof.

(e) Each of the parties heretofore been represented by the attorneys of their choice in the negotiation and drafting of this Agreement, and the same shall not be construed in favor of either party.

(f) This Contract shall be governed by the laws of the State of Texas and construed thereunder, and is performable in Caldwell County, Texas.

(g) If any section, paragraph, sentence or phrase hereof is held to be illegal or unenforceable by a Court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Contract.

(h) Lessor agrees, during the term of this lease and any extensions hereunder, to allow reasonable ingress and egress to the property leased thereunder.

(i) Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewer, commercial refuse pickup, and any and all other utilities used on the leased premises throughout the terms of this lease, including any connection fees.

(j) The Lessee and its successor and assigns will complete a Federal Aviation Administration (FAA) Form 7460-

1, "Notice of Proposed Construction or Alteration", and receive a favorable determination from FAA prior to any construction on the property.

(k) The following events shall be deemed to be events of default by Lessee under this lease:

- (1) Lessee fails to pay any installment of rent under this lease and the failure continues for a period of thirty (30) days.
- (2) Lessee fails to comply with any term, provision, or covenant of this lease, other than payment of rent, and does not cure the failure within thirty days after written notice of the failure to Lessee.
- (3) Lessee makes an assignment for the benefit of creditors.
- (4) Lessee deserts any substantial portion of the premises for a period of ten (10) or more days.
- (5) The abandonment of the leased premises or discontinuance of Lessee's business operations. Should this occur, Lessor shall not be responsible for the custodial protection of merchandise, fixtures or equipment abandoned, even though it is necessary for Lessor to

remove the same from the leased premises for storage or disposal.

Upon default by Lessee of any terms hereunder, Lessee shall surrender the premises upon demand by Lessor without notice, protest, or recourse.

(l) Public common areas, public parking lots, public rights-of-ways, public buildings or public roads shall not be considered to be "leased property" on any tract of land fully leased by Lessee.

(m) It is understood and agreed that by execution of this lease, the City of Lockhart does not waive or surrender its governmental powers.

IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures the day and year first above written.

LESSOR:

CITY OF LOCKHART

BY: *M. Louis Cisneros*  
M. LOUIS CISNEROS, MAYOR

ATTEST:

*Gwen Barrett*  
GWEN BARRETT, CITY SECRETARY

LESSEE:

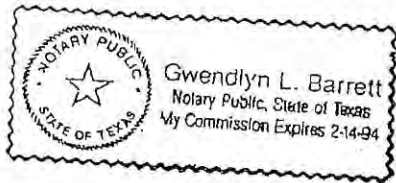
Stanley B. Martin  
STANLEY MARTIN 1008 W. LIVE OAK

Palmer Martin  
PALMER MARTIN

THE STATE OF TEXAS \*  
\*  
COUNTY OF CALDWELL \*

BEFORE ME, the undersigned authority, on this day personally appeared M. LOUIS CISNEROS, Mayor of the CITY OF LOCKHART, TEXAS, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 22 day of November, A.D., 1991.

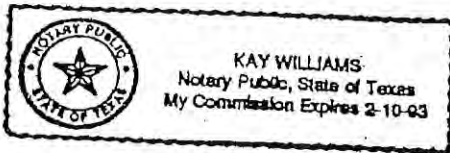


Gwendlyn L. Barrett  
NOTARY PUBLIC - STATE OF TEXAS

THE STATE OF TEXAS \*  
\*  
COUNTY OF CALDWELL \*

BEFORE ME, the undersigned authority, on this day personally appeared STANLEY MARTIN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 15th day of November, A.D., 1991.

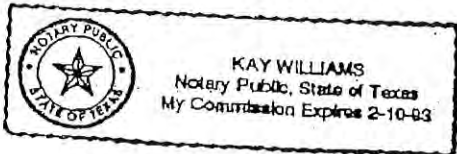


Kay Williams  
NOTARY PUBLIC - STATE OF TEXAS

THE STATE OF TEXAS \*  
\*  
COUNTY OF CALDWELL \*

BEFORE ME, the undersigned authority, on this day personally appeared PALMER MARTIN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 15th day of November, A.D., 1991.



Kay Williams  
NOTARY PUBLIC - STATE OF TEXAS

# **EXHIBIT B**



AMENDMENT TO AIRPORT LEASE

This Lease Amendment is made and entered into this the 17th day of October, 2000, by and between the City of Lockhart, hereafter referred to as "the City" or "Lessor," and Stanley B. Martin and Palmer R. Martin, hereafter referred to as "Lessee."

**I.**

Lessor and Lessee have heretofore entered into a ground lease/ fixed base operator agreement, dated November 1, 1991. This lease was for 4.15 acres of land (more or less). Subsequent to that, on April 25, 1996, an Amendment and Correction was made, correcting the actual acreage in the "tie down" area, to reflect that rather than 1.66 acres, the actual acreage was in fact 2.022 acres. Other revisions and corrections were contained within that document.

**II.**

Lessee hereby agrees, and by this document hereby does RELEASE and RELINQUISH all properties not contained within EXHIBIT A, being a metes and bounds survey of 1.701 acres of land in the Esther Berry Survey, it being the intent of the parties that Lessee's leasehold interest shall consist only of the 1.701 acres therein described. Lessee acknowledges that he will have no further control over any properties previously leased, unless by other written agreement between the parties.

**III.**

In consideration of this release and relinquishment of properties under lease, Lessee hereby agrees and by this document does EXTEND the lease term in Paragraph III of the Airport Lease. Therefore, lessee's leasehold interest in the 1.701 acres described in Exhibit A shall expire at 12:00 o'clock midnight, October 31, 2020.

**IV.**

This amendment is subject to FAA/Texas Department of Transportation approval. Acceptance by Lessor and Lessee of the terms of this document shall be provisional until such time as all appropriate agencies have approved same.

V.

Approval by the parties to this document shall act as further ratification of all contents of the Lease Agreement, and document entitled "Amendment and Correction to Existing Lease Agreement", dated April 25, 1996, unless specifically amended herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures the day and year first above written.

LESSOR:

CITY OF LOCKHART

BY: *Ray Sanders*  
RAYMOND SANDERS, MAYOR

ATTEST:

*Connie Ortiz*  
CITY SECRETARY

LESSEE:

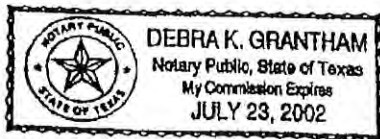
*Stanley Martin*  
STANLEY MARTIN  
*Palmer Martin*  
PALMER MARTIN

THE STATE OF TEXAS

COUNTY OF CALDWELL

BEFORE ME, the under signed authority, on this day personally appeared RAYMOND SANDERS, Mayor of the CITY OF LOCKHART, TEXAS, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

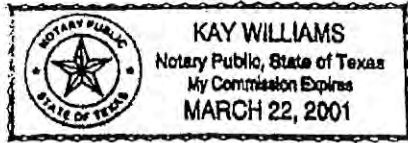
GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 12<sup>th</sup> day of January, 2000 2001



*Debra K Grantham*  
NOTARY PUBLIC, STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared STANLEY MARTIN and PALMER MARTIN, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 5<sup>th</sup> day of January, 2000, 2001



*Kay Williams*  
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

State of Texas )  
County of Caldwell )

BEING A 1.701 acre lease tract situated in the Esier Berry Survey, Abstract 1, City of Lockhart, Caldwell County, Texas. Said 1.701 acre lease tract being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found at the most easterly southeast corner of a lease tract said to contain 2.493 acres as described in a survey performed by Claude F. Hinkle, Sr., TX RPLS #1612 and dated March 11, 1996;

THENCE along the most easterly line of said called 2.493 acre lease tract, North 02°50'00" East (reference bearing), a distance of 448.37 feet to a 5/8 inch iron rod found at the northeast corner of said called 2.493 acre lease tract;

THENCE with the north line of said called 2.493 acre lease tract, North 86°54'15" West, a distance of 228.95 feet to a 5/8 inch iron rod found for the northwest corner of said called 2.493 acre lease tract;

THENCE with the west line of said called 2.493 acre lease tract, South 03°09'47" West, for a distance of 115.32 feet to a point in the most northerly line of the herein described lease tract;

THENCE North 86°55'11" West, a distance of 5.20 feet to the most northerly northwest corner and POINT OF BEGINNING of the herein described lease tract;

THENCE with the most northerly line of the herein described lease tract, South 86°55'11" East, a distance of 121.96 feet to a point for the most northerly northeast corner of the herein described lease tract;

THENCE South 01°24'45" West, at 93.91 feet passing the most northerly northeast corner of Building "B" as shown on the attached plat and continuing for a total distance 108.86 feet to an interior corner of said Building "B";

THENCE South 88°59'28" East, a distance 15.34 feet to a exterior corner of said Building "B";

THENCE South 01°00'32" West, a distance 21.42 feet to a exterior corner of said Building "B";

THENCE North 88°59'28" West, a distance 15.49 feet to a interior corner of said Building "B";

THENCE South 01°24'45" West, at 66.24 feet passing the most southerly southeast corner of said Building "B" and continuing for a total distance 126.24 feet to the northeast corner of Building "A" as shown on the attached plat;

THENCE along the east line of said Building "A", South 01°33'44" West, a distance 124.60 feet to the southeast corner said Building "A" for the most southerly southeast corner of the herein described lease tract;

THENCE along the south line of said Building "A", North 88°26'18" West, a distance 120.53 feet to the southwest corner said Building "A";

THENCE along the west line of said Building "A", North 01°34'52" East, a distance 5.07 feet to an interior corner of the herein described lease tract;

THENCE North 86°25'41" West, a distance 109.14 feet to a point for the most westerly southwest corner of the herein described lease tract;

THENCE North 03°46'29" East, a distance 260.34 feet to a point for the most westerly northwest corner of the herein described lease tract;

THENCE South 87°08'43" East, a distance 91.72 feet to an interior corner of the herein described lease tract;

THENCE North 04°07'59" East, a distance of 117.50 feet to the POINT OF BEGINNING and containing 1.701 acres of land.

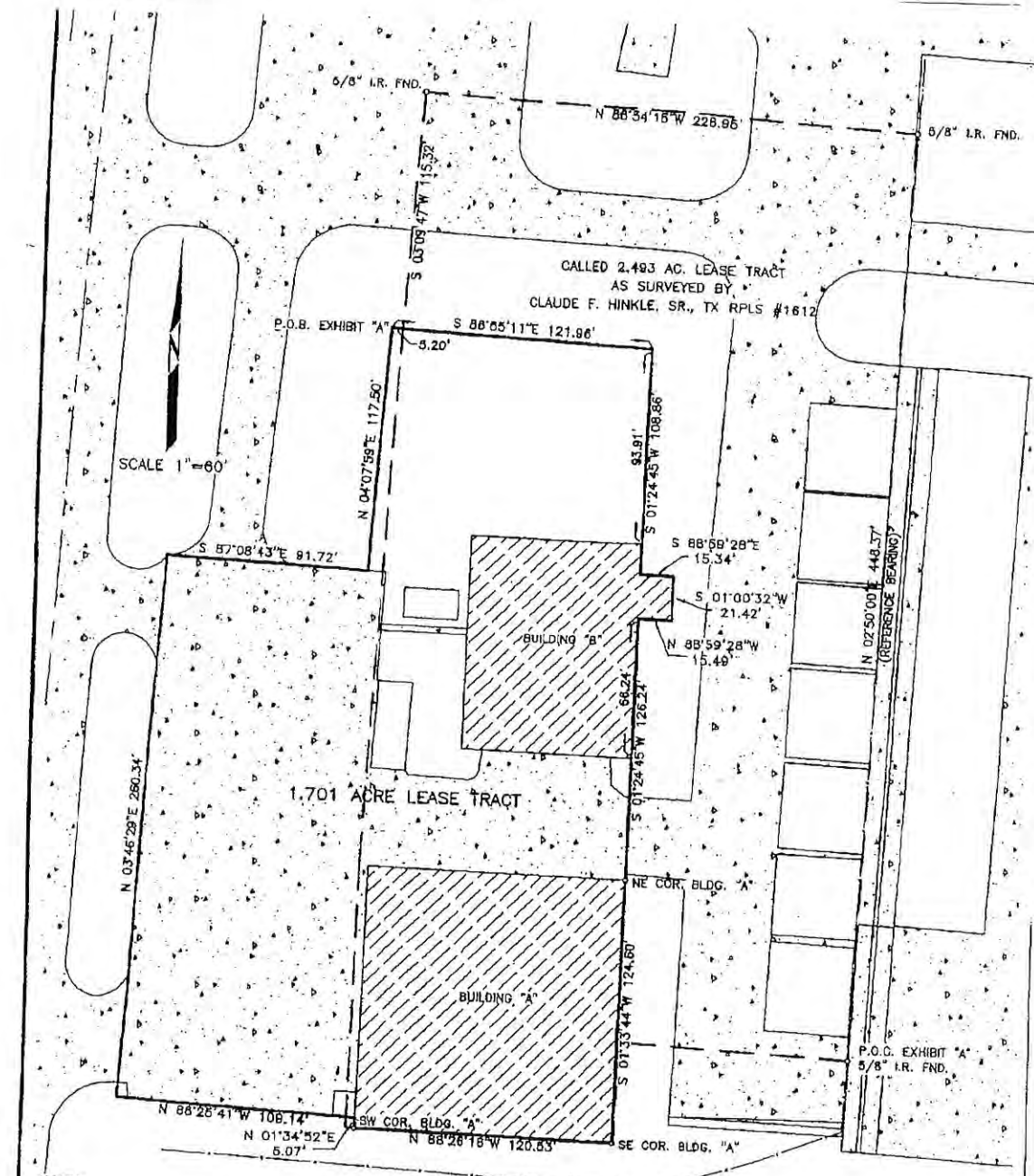
Notes:

1. Bearings are based on the east line of a called 2.493 acre lease tract as described by a survey performed by Claude F. Hinkle, Sr., TX RPLS #1612 and dated March 11, 1996.
2. This survey is valid only if it bears the seal and original signature of the surveyor.
4. See EXHIBIT "B" for Plat of the above description.

September 19, 2000

Robert C. Schmidt, Jr.  
Robert C. Schmidt, TX RPLS #4705





NOTES:

1. Bearings are based on the east line of a called 2.493 acre lease tract as described by a survey performed by Claude F. Hinkle, Sr., TX RPLS # 1612 and dated March 11, 1996.
2. The surveyor has not abstracted the property. This survey was performed without the benefit of a current abstract of property or title report and may be subject to any conditions, easements, restrictions, additions, or exceptions that a current title opinion might disclose.
3. This survey is valid only if it bears the seal and original signature of the surveyor.
5. See EXHIBIT "A" for metes and bounds description.

The information shown on this plat is based on a survey performed on the ground under my supervision and completed September 19, 2000. It is my professional opinion that this map represents the facts as found.

*Robert C. Schmidt*  
 Robert C. Schmidt, RPLS  
 Texas Registered Professional  
 Land Surveyor No. 4705

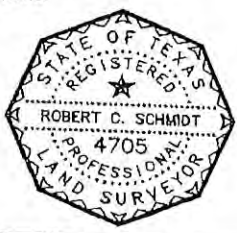


EXHIBIT "B"  
 PLAT SHOWING A 1.701 ACRE LEASE TRACT  
 IN THE CITY OF LOCKHART  
 ESTHER BERRY SURVEY, ABSTRACT 1  
 CALDWELL COUNTY, TEXAS

**O'E O'MALLEY ENGINEERS**

1306 NORTH PARK BRENHAM, TEXAS  
 (409) 836-7937 FAX (409) 836-7936

JOB NO. 479.09 LC DWG. NO. FINALLSE.DWG



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

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

**CITY OF LOCKHART  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b> <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: October 16, 2018			<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department: Planning			Initials	Date
Department Head: Dan Gibson		Asst. City Manager		
Dept. Signature: <i>Dan Gibson</i>		City Manager		<i>[Signature]</i> 10/10/18
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"/> OTHER <input type="checkbox"/> NONE				
<b>CAPTION</b>				
Discussion and/or action to consider Ordinance 2018-29, on a request by Commerce Park 183, LLC, to release 100.367 acres located between US 183 / SH 130 and Homannville Trail (CR 179) in the Isaac Jackson Survey, Abstract No. 157, in Caldwell County, Texas, from the City of Lockhart extended (voluntary) Extraterritorial Jurisdiction.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
<b>SUMMARY OF ITEM</b>				
<p>The owner of a 100.367-acre tract located within the extended Lockhart extraterritorial jurisdiction (ETJ) is requesting that the tract be released from our ETJ. That portion of the Lockhart ETJ was created in 1985 when the owners of contiguous tracts petitioned the City to include their property beyond our statutory one-mile ETJ north of the city. The original extension reached all the way to SH 21. Subsequently, the City of Mustang Ridge was incorporated, and in 2004 the city council approved a request for removal of certain tracts from the north end of the extended ETJ because they would more logically be part of Mustang Ridge. This tract is approximately four and one-half miles north of the Lockhart city limits and abuts the east US 183 / SH 130 right-of-way line. It is connected to the remainder of the Lockhart ETJ only for a distance of approximately 900 feet along Homannville Trail. Unless it is released from our ETJ, any subdivision of the property is subject to Lockhart's subdivision procedures and standards, which are different than the County subdivision standards that apply to most of the surrounding area, and which would apply if the property were not in our ETJ. Because it is so remote from the current Lockhart city limits, and compliance with our subdivision standards is not possible without multiple variances, the owner, who also owns an adjacent tract, is requesting that their property be released from the Lockhart extended ETJ, which will continue to be connected by other contiguous tracts to the east of the subject property.</p>				
<b>STAFF RECOMMENDATION</b>				
Staff recommends APPROVAL of Ordinance 2018-29.				
<b>List of Supporting Documents:</b> Ordinance 2014-29 with attached legal description/survey, owner's letter, and maps.		<b>Other Board or Commission Recommendation:</b> None.		

19

## ORDINANCE 2018-29

**AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, RELEASING A 100.367-ACRE TRACT OF LAND LOCATED BETWEEN US 183 / SH 130 AND HOMANNVILLE TRAIL (CR 179) IN THE ISAAC JACKSON SURVEY, ABSTRACT NO. 157, IN CALDWELL COUNTY, TEXAS, FROM THE CITY OF LOCKHART EXTENDED (VOLUNTARY) EXTRATERRITORIAL JURISDICTION.**

**WHEREAS**, Ordinance 85-45e, passed on June 27, 1985, expanded the City of Lockhart extraterritorial jurisdiction northward beyond the statutory one-mile extraterritorial jurisdiction as voluntarily petitioned by owners of contiguous tracts of land requesting that their property be included; and,

**WHEREAS**, in August 1985 the town of Mustang Ridge was incorporated as a municipality, with their own extraterritorial jurisdiction adjacent to the north end of the new Lockhart extended extraterritorial jurisdiction; and,

**WHEREAS**, Ordinance 04-22, passed on August 17, 2004, released certain tracts at the north end of the expanded extraterritorial jurisdiction upon request of the property owners and upon a determination by the City Council that the tracts were remote from the city limits and that the City had no legitimate interest in regulating; and,

**WHEREAS**, Ordinance 2014-23, passed on December 2, 2014, released a 78.437-acre tract approximately five miles north of the Lockhart city limits and approximately one mile east of SH 130 / US 183 upon request by the property owners and upon a determination by the City Council that the tract was remote from the city limits and that the City had no legitimate interest in regulating, and that it could not reasonably be subdivided or developed in accordance with applicable City regulations without an excessive number of variances; and,

**WHEREAS**, the owner of a 100.367-acre tract located approximately four and one-half miles from the Lockhart city limits, between the east right-of-way line of US 183 / SH 130 and the west right-of-way line of Homannville Trail (CR 179), have requested the release of their property from the extended Lockhart extraterritorial jurisdiction because: 1) it abuts the remainder of the extraterritorial jurisdiction for only a short distance on one side; 2) it cannot be reasonably be subdivided or developed in accordance with applicable City regulations without an excessive number of variances; and 3) a tract abutting to the south to be developed with the subject tract is under the same ownership but is not in the Lockhart extraterritorial jurisdiction.

**WHEREAS**, subdivision and development of property outside the Lockhart extraterritorial jurisdiction within Caldwell County is still subject to applicable County regulations; and,

**WHEREAS**, the location of the subject tract is closer to Mustang Ridge than it is to Lockhart and eventually would more logically become part of the City of Mustang Ridge extraterritorial jurisdiction, and subject to that city's regulations, as it grows; and,

**WHEREAS**, the City Council has determined that the interest of the owners of the subject property are legitimate, and it would better serve City personnel and resources to release said tract of land from the voluntary extended extraterritorial jurisdiction of the City;

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

The tract consisting of 100.367 acres located between US 183 / SH 130 and Homannville Road (CR 179) in the Isaac Jackson Survey, Abstract No. 157, Caldwell County, Texas, and more particularly described in Exhibit A, attached, is hereby RELEASED from the extraterritorial jurisdiction of the City of Lockhart and disannexed from same.



PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 16<sup>th</sup> DAY OF OCTOBER, 2018.

CITY OF LOCKHART

---

Lew White  
Mayor

ATTEST:

APPROVED AS TO FORM:

---

Connie Constancio, TRMC  
City Secretary

---

Peter Gruning  
City Attorney

# EXHIBIT "A"

Database: iixFMcd\_Caldwell\_F

Year: 2018

Instrument #: 2018-001476

Volume:

Page: 4

2018-001476 03/20/2018 01:42:15 PM Page 4 of 6



**HINKLE**  
**SURVEYORS**

Page 1 of 2  
Job #20180581-2

EXHIBIT "A"  
Page 1 of 2

All of a certain tract or parcel of land situated in Caldwell County, Texas and being also a part of the Isaac Jackson Survey A-157 and being also a part of a two tracts of land designated as First Tract called 50 acres and Second Tract called 58 acres and conveyed to Lyndell Ehrlich by deed recorded in Volume 56 Page 613 of the Official Records of Caldwell County, Texas and being more particularly described as follows:

**BEGINNING** at a 10" treated fence corner post found used for basis of bearing in the most Southerly SE corner of the above mentioned 58 acre tract and in the West line of a tract of land called 63.656 acres and conveyed to Daniel Dierschke et ux by deed recorded in Volume 372 Page 409 of the Deed Records of Caldwell County, Texas and in the apparent NE corner of a tract of land called 49.997 acres and conveyed to Jacqueline Franco et al by deed recorded in Volume 348 Page 667 of the said Official Records for the most Southerly SE corner this

**THENCE WEST** with the South line of the said 58 acre tract and the apparent North line of the above mentioned 49.997 acre tract 2220.38 feet to a TXDOT concrete monument found in the East line of U.S. Highway #183 / State Highway #130 for the SW corner this tract.

**THENCE N 18 degrees 56 minutes 40 seconds W** over and across the said 58 acre tract and with the East line of U.S. Highway #183 1293.41 feet to a TXDOT concrete monument found in the intersection of the North line of the said 58 acre tract and the East line of U.S. Highway #183 and in the South line of a tract of land called 4.987 acres and conveyed to Arturo Gonzales Jr. et ux by deed recorded in Volume 146 Page 381 of the said Official Records for the most Westerly NW corner this tract.

**THENCE** with the North line of the said 58 acre tract for the following two courses: (1) N 89 degrees 31 minutes 34 seconds E with the apparent South line of the above mentioned 4.987 acre tract 734.72 feet to a 1/2" iron pin found in the apparent SW corner of a tract of land called 6.388 acres and conveyed to Arturo Gonzales Jr. et ux by deed recorded in Volume 337 Page 612 of the said Official Records for an angle point this tract. (2) N 89 degrees 32 minutes 09 seconds E with the apparent South line of the said 6.388 acre tract 574.86 feet to a 5/8" iron rod found in the apparent SE corner of the said 6.388 acre tract and the apparent most Southerly SW corner of a tract of land called 5.000 acres and conveyed to Ana Elizabeth Huevo by Instrument #142036 of the said Official Records for an angle point this tract.

**THENCE** with the North and West line of the said 58 acre tract and the apparent South and East lines of the above mentioned 5.000 acre tract for the following four (4) courses: (1) N 89 degrees 37 minutes 09 seconds E 388.01 feet to a capped 1/2" iron pin set stamped "HINKLE SURVEYORS" for an angle point this tract. (2) N 78 degrees 06 minutes 57 seconds E 26.05 feet to a to a capped 1/2" iron pin set stamped "HINKLE SURVEYORS" for an ell corner this tract. (3) N 40 degrees 42 minutes 19 seconds E 14.23 feet to a to a capped 1/2" iron pin set stamped "HINKLE SURVEYORS" for an exterior corner this tract. (4) N 09 degrees 26 minutes 52 seconds E 328.20 feet to a to a capped 1/2" iron pin set stamped "HINKLE SURVEYORS" in the

©Hinkle Surveyors 2018 Firm Registration No. 100866-00

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

82

# EXHIBIT "A", continued

Database: iixFMCD\_Caldwell\_F

Year: 2018

Instrument #: 2018-001476

Volume:

Page: 5

2018-001476 03/20/2018 01:42:15 PM Page 5 of 6



**HINKLE**  
**SURVEYORS**

Page 2 of 2  
Job #20180581-2

EXHIBIT "A"  
Page 2 of 2

most Northerly corner of the said 58 acre tract and the West line of said First Tract called 50 acres for an angle point this tract.

**THENCE N 08 degrees 06 minutes 08 seconds W** with the West line of the said 50 acre tract and the apparent East line of the said 5.000 acre tract **98.81 feet** to a 1/2" iron pin found in the NE corner of the said 5.000 acre tract and the apparent SE corner of Lot 15 of Rolling Hills Subdivision as recorded in Plat Cabinet A Slide 121 of the Plat Records of Caldwell County, Texas for an angle point this tract.

**THENCE N 09 degrees 24 minutes 52 seconds W** with the West line of the said 50 acre tract and the apparent East line of the said Lot 15 **355.54 feet** to a 60d set in a 8" treated fence corner post in the apparent SW corner of a tract of land called 4.719 acres and conveyed to Falcon Elite Services Inc. by Instrument #120731 of the said Official Records for the most Northerly NW corner this tract.

**THENCE N 88 degrees 03 minutes 20 seconds E** over and across the said 50 acre tract and the apparent South line of the said 4.719 acre tract **610.25 feet** to a 5/8" iron rod found in the NE line of the said 50 acre tract and the apparent SW line of Homannville Trail (a.k.a. County Road #179) for the most Northerly NE corner this tract.

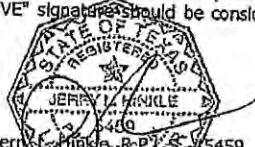
**THENCE S 45 degrees 28 minutes 34 seconds E** with the NE line of the said 50 acre tract and the SW line of Homannville Trail **1775.32 feet** to a 10" treated fence corner post found in an exterior corner of the said 50 acre tract and a North corner of a tract of land called 63.656 acres for an exterior corner this tract.

**THENCE S 09 degrees 03 minutes 38 seconds E** with the East line of the said 50 acre tract and the West line of the said 63.656 acre tract **294.43 feet** to a 10" treated fence corner post found in the SE corner of the said 50 acre tract and an apparent ell corner of the said 63.656 acre tract for the most Easterly SE corner this tract.

**THENCE S 89 degrees 06 minutes 48 seconds W** with a South line of the said 50 acre tract and the apparent North line of the said 63.656 acre tract **1075.08 feet** to a 10" treated fence corner post found in the NW corner of the said 63.656 acre tract and a NE corner of the said 58 acre tract for an ell corner this tract.

**THENCE S 09 degrees 06 minutes 36 seconds E** with the West line of the said 63.656 acre tract and the East line of the said 58 acre tract **499.90 feet** to the place of beginning containing **100.367 acres** of land more or less.

I hereby certify that the foregoing field notes are a true and correct description of a survey made under my direct supervision on February 27, 2018. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



Jerry A. Hinkle, R.P.S., 5459

©Hinkle Surveyors, 2018. Certificate of Registration No. 100866-00

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

83

84

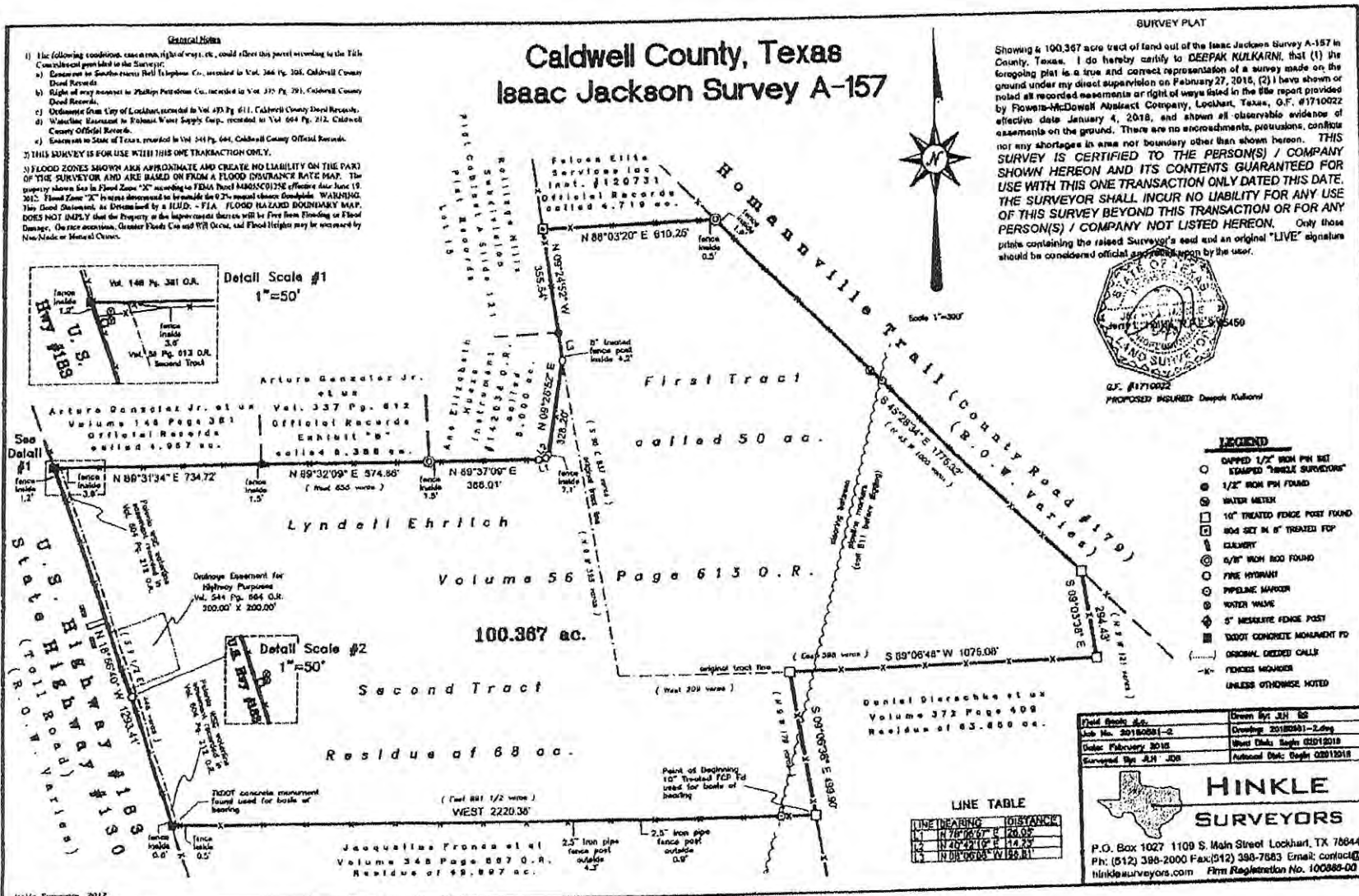


EXHIBIT "A", continued

# THE DAVES LAW FIRM

3624 North Hills Drive, Suite B-100  
Austin, Texas 78731  
512.346.6000  
512.346.6005 f

**John M. Daves**  
Attorney  
[john@thedaveslawfirm.com](mailto:john@thedaveslawfirm.com)

**Lori P. Daves**  
Attorney  
[lori@thedaveslawfirm.com](mailto:lori@thedaveslawfirm.com)

September 28, 2018

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

Re: 7750 N US HWY 183 – Parcel ID: 15233

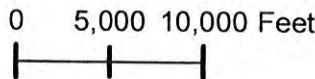
Dear Council Members,

On behalf of Commerce Park 183, LLC, the owner of the referenced property, I would like to submit a request that this property be removed from the Lockhart Extra Territorial Jurisdiction (“ETJ”). The reason for this request is twofold: 1) the parcel is bordered on three sides by properties that are not in the Lockhart ETJ, and 2) Commerce Park 183, LLC owns one of the adjacent parcels, No. 15231 which is outside the ETJ. For continuity purposes, we would like both parcels to be outside the Lockhart ETJ. For your convenience, I have attached a copy of the survey for this property, as well as the metes and bounds legal description of the property.

Please consider this request at the earliest available council meeting. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

  
Lori Pate Daves



Created: 10/11/2018

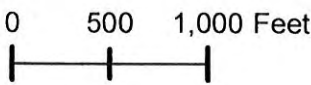
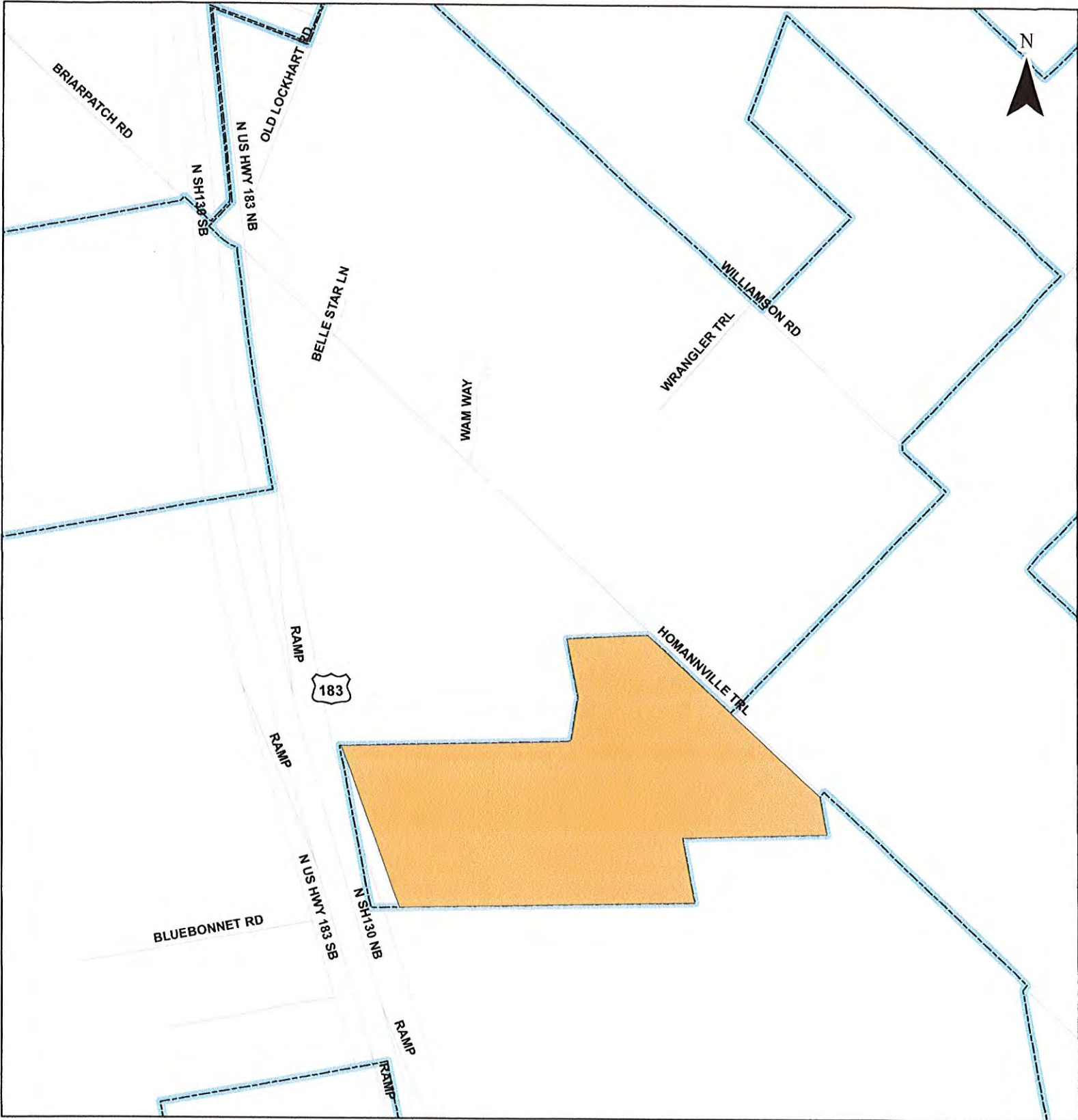
Legend	
	Property Boundary
	Property to be Released
	Lockhart City Limits
	Lockhart ETJ

PROPERTY ID 15233

Request by Commerce Park 183, LLC, to release 100.367 acres in the Lockhart Extended ETJ

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey, and represents only the approximate relative location of property boundaries.

86



**Legend**

- Property Boundary
- Property to be Released
- Lockhart City Limits
- Lockhart ETJ

PROPERTY ID 15233

Created: 10/11/2018

Request by Commerce Park 183, LLC, to release 100.367 acres in the Lockhart Extended ETJ

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey, and represents only the approximate relative location of property boundaries.



**CITY OF LOCKHART  
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: October 16, 2018</b>				
Department: City Manager			Initials	Date
Department Head: Steve Lewis		Asst. City Manager		
Dept. Signature:		City Manager		<i>SL</i> 10/11/18
Agenda Item Coordinator/Contact (include phone #): Steve Lewis (512) 769-8072				
<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 after presentation by Mark and/or Gina French about the possibility of bringing the Kart Races back to Lockhart.				
<b>FINANCIAL SUMMARY</b>				
XN/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>				
Mark and Gina French of Texas ProKart Challenge request that the Kart races be held in Lockhart in 2019. Their requested dates in 2019 are June 14-16, July 19-21, and September 13-15.				
Staff seeks direction from Council.				
<b>STAFF RECOMMENDATION</b>				
None.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies:	



## Vance Rodgers

---

**From:** Gina French  
**Sent:** Saturday, September 29, 2018 8:52 PM  
**To:** Vance Rodgers  
**Subject:** LSGP 2019

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

Dates available for 2019:

June 14-16

July 19-21

September 13-15

Thank you,  
Gina French  
Series Director

--

Gina French  
Series Director  
Texas ProKart Challenge  
214.402.7484



## PROPOSAL 2019 Lockhart Grand Prix

PRESENTED BY  
P1 Promotions, LLC



City Council of Lockhart,

The city of Lockhart, Texas is well known for its barbeque, and a well-deserved recognition at that. In 2013, the city gained new notoriety as a place to watch high speed go karts race through the city streets during a weekend in March. For 3 consecutive years, the Lonestar Grand Prix drew kart racers and spectators from all over the country to the weekend event. The LSGP left an indelible mark on the US karting community and its absence is felt by many to this day. We know this from the many emails, phone calls and conversations had with those who once competed in the event or because of its prestige hoped to participate one day. It is for this reason we are proposing to renew this famed tradition known as the Lonestar Grand Prix.

We, Mark and Gina French, own and operate P1 Promotions, LLC a motorsports promotion company based in the Dallas area. As members of the karting community for over 15 years, participants of the LSGP, and our experience running the daily operations of the Texas ProKart Challenge Series we understand the importance of the event to both the sport of karting and to the city of Lockhart, Texas.

Partnering with P1 Promotions, LLC ensures the knowledge and expertise of event management are present, the most important of which include the following; marketing and publicity across multiple platforms, safety preparedness, \$5,000,000 in commercial general liability insurance, a large database containing 100's of kart racers from across the county and abroad eager to compete, LIVE broadcasting of the event accessible across the globe, a full event registration and pos system to handle the needs of competitors and spectators and a seasoned officiating staff to regulate and run all aspects of the race event.

As a partner, P1 would rely on the City of Lockhart to assist in the following provisions before, during and/or after the event; a large number of volunteers to facilitate the many different aspects of the event, Police and security personnel, safety perimeter fencing encompassing the course, safety hay bales placed along the interior and exterior edge of the track, street barriers and barricades for the management of pedestrian and vehicle traffic in relation to the course location, repairs to the track surface where the safety of drivers is in question and assistance working with local businesses directly affected by the race course location.

Financial success is important to continuing this tradition. We know that an increase in tax dollars generated by the event is a positive but P1 can offer more. Revenue streams are an integral part of making any event a SUCCESS. Event Programs are just one way to generate revenue for the city and include the added benefits of sharing the history of Lockhart with those attending, involving the business community using target marketing and discounts to patrons, providing education about the sport of karting, acknowledging sponsor relationships, disclosing important event details, and more.

On a side note; at the last running of the LSGP in 2015 there were 186 race entries. We are confident in our ability to meet or exceed this number in 2019, increasing attendance overall and resulting in greater gains for the city.



Looking at JULY 2019 for the event as it is a warm, usually rain-free month in the state of Texas, we are excited about the possibility of this partnership and renewing this Texas tradition. Below we have included some references along with our personal contact information. Please know, if attending a city council meeting is helpful, do not hesitate to ask. We are available anytime.

Fondly,

Mark French  
214-876-9356  
[Markfrench16t@gmail.com](mailto:Markfrench16t@gmail.com)

Gina French  
214-402-7484  
[Ginafrench19@gmail.com](mailto:Ginafrench19@gmail.com)

#### REFERENCES

Rob Howden – Broadcaster/Writer for Texas ProKart Challenge  
Howden Media Group  
Ekartingnews.com  
519-223-1152  
[rhowden@howdenmediagroup.com](mailto:rhowden@howdenmediagroup.com)

Joe Janowski – Insurance provider for P1 Promotions, LLC  
National Karting Alliance  
317-460-0672  
[joejanowski@nkaonline.com](mailto:joejanowski@nkaonline.com)

Ken Johnson – Staff Photographer for Texas ProKart Challenge  
Studio 52  
972-345-0397  
[ken@studio52.us](mailto:ken@studio52.us)





**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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<b>Council Meeting Date: October 16, 2018</b>					
Department: City Manager			Initials	Date	
Department Head: Steve Lewis		Asst. City Manager			
Dept. Signature:		City Manager		<i>SL</i>	10/11/18
Agenda Item Coordinator/Contact (include phone #): Steve Lewis (512) 769-8072					
<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"/> <b>OTHER</b>					
<b>CAPTION</b>					
Discussion and/or action regarding the Texas Gas Service collections Reconciliation Audit under the Cost of Gas Clause in the contract that requires the return of excess revenues to gas rate payers in Lockhart; this appears to lower the average customer's bill by 3 to 5 percent beginning in October 2018 and continuing through June 2019.					
<b>FINANCIAL SUMMARY</b>					
XN/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>					
Attached is a letter from Texas Gas Service that indicates that an Annual Reconciliation Audit was conducted that resulted in a component that will be applied for a nine-month period beginning with the October 2018 billing cycle and continuing through the following June billing cycle. The component to be used for October 2018 through June 2019 decreases rates to return excess revenue to customers.					
<b>STAFF RECOMMENDATION</b>					
None. Council discretion.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies:		
<ul style="list-style-type: none"> <li>• Correspondence from TxGas Service</li> </ul>			<ul style="list-style-type: none"> <li>• Texas Gas Service</li> </ul>		



October 2, 2018

Mr. Vance Rodgers  
City Manager  
P. O. Box 239  
Lockhart, Texas 78644

*Good News!*

Dear Mr. Rodgers:

Rate Schedule No. 1-Inc, "Cost of Gas Clause," became effective in the Central Texas Service Area on September 8, 2017. This schedule provided for an annual Reconciliation Audit as a review of the Company's books and records for each twelve-month period ending with the production month of June.

The purpose of the Reconciliation Audit is to determine the amount of over or undercollection occurring during the reconciliation period and to subsequently determine a Reconciliation Component. The component is to be used to collect any revenue shortfall or to return any excess revenue occurring during the reconciliation period. The component will be applied for a nine-month period beginning with the October billing cycle and continuing through the following June billing cycle.

Enclosed with this letter is a copy of the Reconciliation Audit for the period July 2017 through June 2018. The component to be used for October 2018 through June 2019 is \$0.2977 per Mcf at 14.73 psi.

Sincerely,

*Lisa Wattinger*

Lisa Wattinger, Manager  
Gas Supply

1301 South Mopac Expressway, Suite 400, Austin, TX 78746  
texasgasservice.com

AUSREC18 (Final Version)

93



**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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<b>Council Meeting Date: October 16, 2018</b>				
Department: City Manager		Initials	Date	
Department Head: Steve Lewis	Asst. City Manager			
Dept. Signature:	City Manager	<i>[Signature]</i>	10/11/18	
Agenda Item Coordinator/Contact (include phone #): Steve Lewis (512) 769-8072				
<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 not opposing Texas Gas Service tariff changes related to the proposed revised Conservation Adjustment Clause which the company anticipates will lower gas rates for the average residential gas customer.				
<b>FINANCIAL SUMMARY</b>				
XN/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>	<b>TOTALS</b>
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
<b>BALANCE</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>FUND(S):</b>				
<b>SUMMARY OF ITEM</b>				
Attached is a letter from Texas Gas Service that indicates that the proposed tariff changes will not result in new Conservation Adjustment Clause Tariff (CAC) rate charge to customers. The tariff will require the Company to update these rate components every three years rather than annually. Rates for the Program will change only after the company separately files the program budget with the City of Austin, as provided for in the existing tariff. The Company anticipates that the average residential customer will experience a rate decrease and overall collections for the Program will also decrease from the amounts to be collected through current rates. If the Cities choose to take no action, the proposed tariff changes will become effective as of November 30, 2018.				
<b>STAFF RECOMMENDATION</b>				
None. Council discretion.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies:		
<ul style="list-style-type: none"> <li>• Correspondence from TxGas Service</li> </ul>		<ul style="list-style-type: none"> <li>• Texas Gas Service</li> </ul>		



October 1, 2018

Honorable Mayors and Members  
of the City Councils of the following Texas cities:

Austin, Bee Cave, Cedar Park, Cuero,  
Dripping Springs, Gonzales, Kyle,  
Lakeway, Lockhart, Luling, Nixon,  
Rollingwood, Shiner, Sunset Valley,  
West Lake Hills and Yoakum

Re: Conservation Adjustment Clause Tariff within the Incorporated Areas of the Central Texas Service Area

Dear Mayors and Members of the City Councils:

Texas Gas Service Company, a Division of ONE Gas, Inc., (“Company”), is filing a revised Conservation Adjustment Clause Tariff (Rate Schedule CAC) and related tariffs that are in effect within the incorporated areas of its Central Texas Service Area (“CTSA”). The Company seeks to implement the proposed tariff changes for the approximately 223,032 residential customers, 12,065 commercial customers, and 348 commercial transportation customers in the CTSA incorporated areas. The proposed tariff and related Conservation Adjustment Clause Rate, Residential, Commercial, and Commercial Transportation Rate Schedules that reflect the Conservation Adjustment Clause are enclosed.

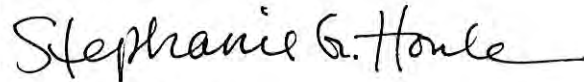
In November 2016, the cities in the CTSA approved the tariffs related to the Company’s Conservation and Energy Efficiency Program (“Program”). Through the Program, the Company will continue to offer assistance to residential and commercial customers and begin offering assistance to commercial transportation customers to encourage efficient use of energy, reduce net energy consumption, and lower energy bills. These results are accomplished, in part, by the direct installation of energy saving measures and issuance of rebates for home weatherization and high efficiency natural gas appliances. Under the proposed changes to Rate Schedule CAC, the Program will be funded by a fixed residential customer rate component and volumetric rates for commercial and commercial transportation customers. The tariff will require the Company to update these rate components every three years rather than annually, which should result in more efficient administration of the Program.



These proposed tariff changes will not result in new CAC rates being charged to customers. Rates for the Program will change only after the Company separately files the Program budget with the City of Austin, as provided for in the existing tariff. When new CAC rates are approved consistent with the terms of the proposed tariff changes, the Company anticipates that the average residential customer will experience a rate decrease and overall collections for the Program will also decrease from the amounts to be collected through current rates after the City of Austin separately reviews the Company’s budget filing.

The Company proposes that the new tariff changes become effective November 30, 2018. If the Cities choose to take no action, the proposed tariff changes will become effective as of November 30, 2018, by operation of law. Please do not hesitate to contact me should you have any questions or comments.

Respectfully submitted,



Stephanie G. Houle  
Managing Attorney, Texas Gas Service Company

Enclosures



### **Public Notice of Proposed Tariff Change**

On October 1, 2018, Texas Gas Service Company, a Division of ONE Gas, Inc., ("TGS" or "Company"), filed revisions to its existing Conservation Adjustment Clause (Rate Schedule CAC) and affected gas sales tariffs within the incorporated areas of its Central Texas Service Area ("CTSA") which includes Austin, Bee Cave, Cedar Park, Cuero, Dripping Springs, Gonzales, Kyle, Lakeway, Lockhart, Luling, Nixon, Rollingwood, Shiner, Sunset Valley, West Lake Hills, and Yoakum, Texas. The proposed changes to Rate Schedule CAC will affect the approximately 223,032 residential customers, 12,065 commercial customers, and 348 commercial transportation customers within the CTSA incorporated areas. Changes to Rate Schedule CAC include replacing the volumetric rate charged to residential customers with a fixed residential customer charge; adding commercial transportation customers to Rate Schedule CAC; and making the CAC charges effective for a three-year rather than one-year period. New CAC charges will be implemented following the budget review process conducted by the City of Austin's Office of Telecommunications and Regulatory Affairs in October and November 2018 as provided for in Rate Schedule CAC. The tariff changes proposed by the Company also include related changes to Rate Schedule 1C (Conservation Adjustment Clause Rate) to reflect the inclusion of commercial transportation customers in the Conservation and Energy Efficiency Program and to identify that related charges will be in effect for a three-year period. TGS is also proposing revisions to Rate Schedule 10 (Residential Service Rate), Rate Schedule 20 (Commercial Service Rate), and Rate Schedule T-1 (Transportation Service Rate) to show that residential, commercial and commercial transportation customers will be charged CAC rates, as applicable. The proposed effective date of the requested tariff changes is November 30, 2018.

Persons with specific questions or desiring additional information about this tariff change filing may contact TGS at 1-800-700-2443. Complete copies of the Company's filing related to the Conservation Adjustment Clause (Rate Schedule CAC) are available for inspection at TGS's office located at 1301 S. Mopac Expy, Austin, TX 78746, or on the Company's website at <https://www.texasgasservice.com/newsletters-and-notices/rate-notices>. Any affected person within an incorporated area may contact his or her city council.

Las personas con preguntas específicas o que deseen información adicional sobre este registro de cambio de tarifa pueden comunicarse con Texas Gas Service al 1-800-700-2443. Copias completas del registro de la Compañía relacionadas con la Cláusula de Ajuste de Conservación (Programación de Tarifa CAC) están disponibles para inspección en la oficina de Texas Gas Service ubicada en 1301 S. Mopac Expy, Austin, TX 78746, o en el sitio web de la Compañía en <https://www.texasgasservice.com/newsletters-and-notices/rate-notices>. Cualquier persona afectada dentro de un área incorporada puede contactar a su representante en el consejo municipal.

**TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC.**

**LIST OF BOARD/COMMISSION VACANCIES**

*Updated: August 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>
Rick Arnic	Lockhart Economic Development Corp. and Planning & Zoning Commission	07/03/2018	District 3
Suzy Falgout	Construction Board Historic Preservation Commission Parks & Recreation Any other Board where needed	08/20/2018	Currently resides outside city limits. Is renovating future residence on Commerce St.

86

<p>The following are NOTES regarding appointments to several boards that have certain criteria that should be met, such as qualifications or number to serve on the board. Boards that are not listed below have a seven member board and are open to any citizen without qualifications.</p>	
<p><b>NOTES: AIRPORT ADVISORY BOARD</b></p>	<p><b>Sec. 4-26. Membership; appointments.</b> The Lockhart Airport Advisory Board shall be composed of seven members to be appointed in accordance with section 2-210. At least five members must currently be or have been flight rated, and two members may be appointed as at-large members. Members shall serve three-year terms, such terms coinciding with the council position making the appointment.</p> <p><b>Sec. 4-28. Eligibility for board membership.</b> No person having a financial interest in any commercial carrier by air, or in any concession, right or privilege to conduct any business or render any service for compensation upon the premises of the Lockhart Municipal Airport shall be eligible for membership on the Lockhart Airport Advisory Board.</p> <p><b>Sec. 4-32. Limitations of authority.</b> The Lockhart Municipal Airport Advisory Board shall not have authority to incur or create any debt in connection with airport operations; nor shall the board be empowered to enter into any contract, leases, or other legal obligations binding upon the City of Lockhart; nor shall the board have authority to hire airport personnel or direct airport personnel in the execution of their duties.</p>
<p><b>NOTES: CONSTRUCTION BOARD APPOINTMENTS</b></p>	<p><i>Section B101.4, Board Decision,</i> is amended to read as follows: The construction board of adjustments and appeals shall have the power, as further defined in Appendix B, to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes; and to conduct hearings on determinations of the building official regarding unsafe or dangerous buildings, structures and/or service systems, and to issue orders in accordance with the procedures beginning with section 12-442 of this Code [of Ordinances].</p> <p><i>Section B101.2, Membership of Board,</i> is amended to read as follows: Each District Council member and the Mayor shall appoint one member to the Construction Board of Appeals making it a five (5) member board and each Councilmember at Large shall appoint an alternate. The term of office of the board members shall be three (3) years, such terms coinciding with the council position making the appointment. The two (2) alternates shall also serve the term coinciding with the council position making the appointments. Vacancies shall be filled for an unexpired term in the manner in which the original appointments are required to be made. Board members shall consist of members who are qualified by experience and/or training to pass on matters pertaining to building construction and are not employees of the City of Lockhart.</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>

99

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

100

<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>

10)

**COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS**

<b>Councilmember</b>	<b>Board/Commission</b>	<b>Appointee</b>	<b>Date Appointed</b>
Mayor – Lew White	Airport Board	John Hinnekamp	12/19/17
	Board of Adjustment	Mike Annas	12/19/17
	Construction Board	Ralph Gerald	12/19/17
	Ec Dev. Revolving Loan	Barbara Gilmer	12/19/17
	Ec Dev. Corp. ½ Cent Sales Tax	Alan Fielder, Vice-Chair	12/19/17
	Electric Board	Joe Colley, Chair	12/19/17
	Historical Preservation	John Lairsen	12/19/17
	Library Board	Stephanie Riggins	12/19/17
	Parks and Recreation	Albert Villalpando, Chair	12/19/17
	Planning & Zoning	Paul Rodriguez	12/19/17
	ETJ Rep-Impact Fee Adv Comm	Larry Metzler	12/19/17
District 1 – Juan Mendoza	Airport Board	Larry Burrier	03/07/17
	Board of Adjustment	Lori Rangel	03/07/17
	Construction Board	Mike Votee	03/07/17
	Eco Dev. Revolving Loan	Ryan Lozano	03/07/17
	Eco Dev. Corp. ½ Cent Sales Tax	Dyral Thomas	03/07/17
	Electric Board	Thomas Herrera	03/07/17
	Historical Preservation	Victor Corpus	03/07/17
	Library Board	Shirley Williams	03/07/17
	Parks and Recreation	Linda Thompson-Bennett	03/07/17
	Planning & Zoning	Marcos Villalobos	03/07/17
District 2– John Castillo	Airport Board	Reed Coats	03/07/17
	Board of Adjustment	Juan Juarez	03/07/17
	Construction Board	Oscar Torres	05/15/18
	EcoDev. Revolving Loan	Rudy Ruiz	03/07/17
	Eco Dev. Corp. ½ Cent Sales Tax	Umesh Patel	08/09/18
	Electric Board	James Briceno	03/07/17
	Historical Preservation	Ron Faulstich	03/07/17
	Library Board	Donnie Wilson	03/07/17
	Parks and Recreation	James Torres	03/07/17
		Rob Ortiz, Alternate	03/07/17
	Planning & Zoning	Manuel Oliva	03/07/17

102

**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

103

**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

104



**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)

105



**City of Lockhart 2018 Board of Adjustment  
Attendance for a 12-Month Period**

Meeting Date:	Chair Cline	Vice-Chair Clark	Annas	Castillo	Reeder	Rangel	Juarez	Smith Alternate
January 8, 2018 - No Meeting								
February 5, 2018 - No Meeting								
March 5, 2018 - No Meeting								
April 2, 2018 - No Meeting								
May 7, 2018 - No Meeting								
June 4, 2018 - No Meeting								
July 2, 2018	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Absent</i>	<i>Absent</i>
August 6, 2018	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>
September 10, 2018	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>
October 1, 2018	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>
October 8, 2018	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>
November 5, 2018								

<b>Number of meetings:</b>	5	5	5	5	5	5	5	5
<b>Present:</b>	5	5	4	4	5	1	4	4
<b>% Absent:</b>	100%	100%	80%	80%	100%	20%	80%	80%

106



**CITY OF LOCKHART  
CONSTRUCTION BOARD OF APPEALS  
BOARD ATTENDANCE REPORT - 2018  
APPOINTING COUNCIL MEMBER**

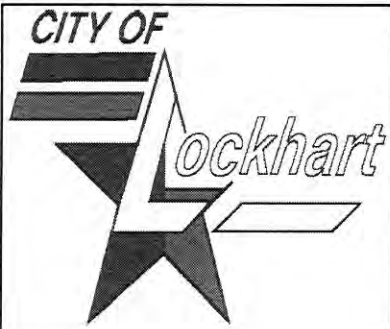
	<b>JERRY WEST</b> (12/03/2013) CHAIR (01/05/2017)	<b>RALPH GERALD</b> (01/17/2012)	<b>RICK WINNETT, JR.</b> (04/19/2016) VICE CHAIR (01/05/2017)	<b>GARY SHAFER</b> (08/18/2015)	<b>MICHAEL VOETEE</b> 10/04/2016	<b>PAUL MARTINEZ</b> (03/07/2017)	<b>OSCAR TORRES</b> (05/15/2017)	<b>ISRAEL ZAPIEN</b> (01/17/12)
<b>Member Title:</b>	County Resident			Alternate				Moved out of Lockhart 3/01/2018
<b>Meeting Date:</b>								
January 4, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG		NO MTG
January 18, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG		NO MTG
February 1, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG		NO MTG
February 15, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG		NO MTG
March 1, 2018	P	P	A	P	P	P		A
March 15, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG		NO MTG
April 5, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG		NO MTG
April 19, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG		NO MTG
May 3, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG		
May 17, 2018	P	P	P	A	P	A		
June 7, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
June 21, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
July 5, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
July 19, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
August 2, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
August 16, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
September 6, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
September 20, 2018	P	P	P	P	P	A	A	
October 4, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
October 18, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	
November 1, 2018								
November 15, 2018								
December 6, 2018								
December 20, 2018								
<b>Total # Meetings:</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>1</b>	<b>1</b>
<b>Present:</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>Absent:</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>1</b>
<b>Absenteeism %:</b>	<b>0%</b>	<b>0%</b>	<b>33%</b>	<b>33%</b>	<b>0%</b>	<b>67%</b>	<b>100%</b>	<b>100%</b>
<b>LEGEND:</b>	<b>PRESENT:</b>				<b>P UNEXCUSED ABSENCE:</b>			<b>U</b>



**CITY OF LOCKHART**  
**LOCKHART ECONOMIC DEVELOPMENT CORPORATION**  
**ATTENDANCE REPORT - 2018**  
**APPOINTING COUNCIL MEMBER**

	ANGIE GONZALES-SANCHEZ	BRAD WESTMORELAND	KARA MCGREGOR	JUAN MENDOZA	JOHN CASTILLO	MAYOR WHITE	JEFFRY MICHELSON
	Alfredo Munoz	Frank Estrada	Nic Irwin	Dyral Thomas	Umesh Patel	Alan Fielder	Morris Alexander
<b>Meeting Date:</b>	Appt. - June 2017	Appt. - March 2017	Appt. - December 2017	Appt. - March 2017	Appt. - September 2018	Appt. - December 2017	Appt. - December 2017
January - No Meeting							
February - No Meeting							
March 19, 2018	A	P	P	P	P	P	P
April 16, 2018	P	P	P	A	P	P	A
April 23, 2018	P	P	P	P	P	P	A
April 26, 2018	A	P	P	P	A	P	P
May 21, 2018	P	A	P	P	P	P	P
June 20, 2018	P	P	P	A	A	A	P
July 9, 2018	P	P	P	P	P	P	A
August 6, 2018	P	P	P	P	Fermin Islas resigned Umesh Patel was appointed	A	P
September 10, 2018	A	P	P	P	P	P	P
October 1, 2018	A	P	P	P	A	P	P
<b>LEGEND:</b>	PRESENT:		P	UNEXCUSED ABSENCE:		U	
	EXCUSED ABSENCE:		A	NO MEETING HELD:		No Meeting	
				APPOINTMENT MODIFICATION:			
<b>COMMENTS:</b>							

108



**CITY OF LOCKHART  
ELECTRIC BOARD OF REVIEW  
BOARD ATTENDANCE REPORT - 2018  
APPOINTING COUNCIL MEMBER**

	<b>Joe Colley (06/17/08)</b>	<b>Ian Stowe (03/06/2018)</b>	<b>Thomas Herrera (07/17/12)</b>	<b>Tom Stephens (12/03/13)</b>	<b>James Briceno (05/03/11)</b>
	<b>Chair</b>				
<b>Meeting Date:</b>					
January 4, 2018	NO MTG		NO MTG	NO MTG	NO MTG
January 18, 2018	NO MTG		NO MTG	NO MTG	NO MTG
February 1, 2018	NO MTG		NO MTG	NO MTG	NO MTG
February 15, 2018	NO MTG		NO MTG	NO MTG	NO MTG
March 1, 2018	NO MTG		NO MTG	NO MTG	NO MTG
March 15, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
April 5, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
April 19, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
May 3, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
May 17, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
June 7, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
June 21, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
July 5, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
July 19, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
August 2, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
August 16, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
September 6, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
September 20, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
October 4, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
October 18, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
November 1, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
November 15, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
December 6, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
December 20, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
<b>Total # Meetings:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



**City of Lockhart 2018 -LHPC  
Attendance for a 12-Month Period**

Meeting Date:	CORPUS	LAIRSEN	ALVAREZ	FAULSTICH	REAGAN	THOMSON	McCORMICK
		CHAIR			VICE-CHAIR		
January 3, 2018	P	P	A	P	P	P	P
January 17, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
February 7, 2018	A	P	P	P	P	P	P
February 21, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
March 7, 2018	P	A	P	P	P	P	P
March 21, 2018	A	P	A	P	P	A	P
April 4, 2018	A	P	P	P	P	P	P
April 18, 2018	A	P	A	P	P	P	P
May 2, 2018	A	P	A	P	P	P	P
May 16, 2018	P	A	A	A	P	P	P
June 6, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
June 20, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
July 4, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
July 18, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
August 1, 2018	A	P	A	P	P	P	P
August 15, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
September 5, 2018	A	P	P	P	P	P	A
September 19, 2018	A	P	P	A	A	P	P
October 3, 2018	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
October 17, 2018							
November 7, 2018							
November 21, 2018							
December 5, 2018							
December 19, 2018							
<b>Number of meetings:</b>	11	11	11	11	11	11	11
<b>Present:</b>	3	9	5	9	10	10	10
<b>Absent:</b>	8	2	6	2	1	1	1
<b>% Absent:</b>	73%	18%	55%	18%	9%	9%	9%
MEETINGS HELD THE 1ST & 3RD WEDNESDAY OF THE MONTH @ 5:30PM							

011



**CITY OF LOCKHART**  
**Library Advisory Board**  
**ATTENDANCE REPORT - 2018**  
 APPOINTING COUNCIL MEMBER

Angie Gonales Sanchez	Brad Westmoreland	Mayor White	Juan Mendoza	John Castillo	Kara McGregor	Jeffry Michelson
Jody King (01/04/13)	Rebecca Lockhart (11/19/13)	Stephanie Wilson Riggan (06-17-2011)	Shirley Williams (06-15-2007)	Donnie Wilson (10-02-2010)	Jeannie Fox (12-03-2013)	Donaly Brice (7-05-2008)

January  
 February  
 March  
 April  
 May  
 June  
 July  
 August  
 September  
 October  
 November  
 December

NO MEETING  
 NO MEETING  
 NO MEETING  
 NO MEETING  
 NO MEETING  
 NO MEETING  
 NO MEETING  
 NO MEETING  
 NO MEETING

**LEGEND:**

<b>PRESENT:</b>	<b>P</b>	<b>UNEXCUSED ABSENCE:</b>	<b>U</b>
<b>EXCUSED ABSENCE:</b>	<b>E</b>	<b>NO MEETING HELD:</b>	

**COMMENTS:**

To revise library policy and procedures.

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**CITY OF LOCKHART  
PARKS & RECREATION ADVISORY BOARD**

APPOINTING COUNCIL MEMBER

	ANGIE SANCHEZ	BRAD WESTMORELA ND	KARA MCGREGOR	JUAN MENDOZA	JOHN CASTILLO	LEW WHITE	JEFFRY MICHELSON	ALTERNATE (Mayor Pro-Tem)
	Chris Schexnayder (06/07/16)	Dennis Placke (11/03/15)	Warren Burnett (12/04/12)	Linda Thompson-Bennett (12/07/04)	James Torres (12/18/07)	Albert Villalpando (09/05/06)	Russell Wheeler (01/20/15)	Rob Ortiz (05/06/08)
<b>Meeting Date:</b>								
Januray 25 2018	No Meeting							
February 22 2018	No Meeting							
March 22 2018	No Meeting							
April 26 2018	No Meeting							
May 24 2018	P	P	P	P	P	P	P	
June 21 2018	P	E	P	E	P	P	P	
July 26 2018	No Meeting							
August 23 2018	No Meeting							
September 27 2018	No Meeting							
<b>LEGEND:</b>	<b>PRESENT:</b>	<b>P</b>	<b>UNEXCUSED ABSENCE:</b>		<b>U</b>			
	<b>EXCUSED ABSENCE:</b>	<b>E</b>	<b>NO MEETING HELD:</b>					
<b>COMMENTS:</b>	* Ordinance 06-08 adopted February 7, 2006 allow two alternate position to be appointed by Mayor and Mayor Pro-Tem * Board meets on the 4th Thursday of each month							

112





**City of Lockhart 2018 Planning and Zoning Commission  
Attendance for a 12-Month Period**

<b>Meeting Date:</b>	<b>Ruiz</b>	<b>McBride</b>	<b>Oliva</b>	<b>Black</b>	<b>Nickel</b>	<b>Villalobos</b>	<b>Rodriguez</b>
January 10, 2018	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>
January 24, 2018	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Absent</i>	<i>Present</i>
February 14, 2018 - No Meeting							
February 28, 2018	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>
March 14, 2018	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>
March 28, 2018	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>
April 11, 2018	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>
April 25, 2018 - No Meeting							
May 9, 2018	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>
May 23, 2018	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>
June 13, 2018	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>
June 27, 2018	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>
July 11, 2018	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>
July 25, 2018	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Absent</i>
August 8, 2018 - No Meeting							
August 22, 2018 - No Meeting							
September 12, 2018	<i>Present</i>	<i>Present</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>
September 26, 2018	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Absent</i>	<i>Present</i>	<i>Present</i>	<i>Present</i>
October 10, 2018							

<b>Number of meetings:</b>	14	14	14	14	14	14	14
<b>Present:</b>	14	11	11	5	11	10	12
<b>% Absent:</b>	100%	79%	79%	36%	79%	71%	86%



**CITY OF LOCKHART  
REVOLVING LOAN FUND COMMITTEE  
ATTENDANCE REPORT - 2018**

APPOINTING COUNCIL MEMBER

	ANGIE GONZALES-SANCHEZ	BRAD WESTMORELAND	KARA MCGREGOR	JUAN MENDOZA, JR.	JOHN CASTILLO	MAYOR WHITE	JEFFRY MICHELSON
	Irene Yanez	Ed Strayer	Mayor Lew White - Chairperson	Ryan Lozano	Rudy Ruiz	Barbara Gilmer	Frank Coggins
Meeting Date:	Appt - March 2017	Appt - March 2017	Appt - December 2017	Appt - March 2017	Appt - March 2017	Appt - December 2017	Appt - December 2017
January 17, 2018	A	P	P	P	P	P	A
February - No Meeting							
March - No Meeting							
April - No Meeting							
May - No Meeting							
June - No Meeting							
July - No Meeting							
August - No Meeting							
September - No Meeting							
October - No Meeting							
<b>LEGEND:</b>	<b>PRESENT:</b>		<b>P</b>	<b>UNEXCUSED ABSENCE:</b>		<b>U</b>	
	<b>EXCUSED ABSENCE:</b>		<b>E</b>	<b>NO MEETING HELD:</b>			
<b>COMMENTS:</b>							
<b>Total Meetings:</b>							
% Present:							
% Excused:							
% Unexcused:							
Absenteeism %:							

114

**CITY COUNCIL FY 18-19 GOALS (FINAL COMBINED)**

**PRIORITY ORDER**

<b>COUNCILMEMBER</b>	<b>PRIORITY</b>	<b>FY 18-19 GOALS</b>
CASTILLO	1	Infrastructure Improvements: streets
GONZALES-SANCHEZ	1	Hire A City Manager
MCGREGOR	1	Economic development, creating and retaining jobs, grocery campaign.
MENDOZA	1	Pay Raise City Employees.
MICHELSON	1	Public relations position/ get the word out about Lockhart (promoting)
WESTMORELAND	1	Infrastructure Improvements: streets
WHITE	1	Economic development, creating and retaining jobs, grocery campaign.
CASTILLO	2	Economic development, creating and retaining jobs, grocery campaign.
GONZALES-SANCHEZ	2	All Department Heads to Budget Salary Increases for all City Employees.
MCGREGOR	2	Work with LISD to establish a community recreation center at the Adams Gym, per under Parks
MENDOZA	2	Economic development, creating and retaining jobs, grocery campaign.
MICHELSON	2	Signage in Lockhart (highway, downtown, and toll) / Wayfinding, branding,...)
WESTMORELAND	2	Signage in Lockhart (highway, downtown, and toll) / Wayfinding, branding,...)
WHITE	2	Public relations position
CASTILLO	3	Continued police community committee involvement, neighborhood watch, gang awareness
GONZALES-SANCHEZ	3	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods
MCGREGOR	3	Prepare Fire Station #3 (so we can have existing station remodeled)
MENDOZA	3	Continued police community committee involvement, neighborhood watch, gang awareness
MICHELSON	3	Prepare Fire Station #3 (so we can have existing station remodeled)
WESTMORELAND	3	More enforcement of codes directed at unsightly properties
WHITE	3	Wayfinding, branding, develop new entry sign and city markers
CASTILLO	4	City Facilities: Maintenance and repairs Economic Development: Recruit more businesses especially retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and specialty shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city.
GONZALES-SANCHEZ	4	Public relations position work with social media/ get the word out about Lockhart
MCGREGOR	4	Public relations position work with social media/ get the word out about Lockhart
MENDOZA	4	City Facilities: Maintenance and repairs

**CITY COUNCIL FY 18-19 GOALS (FINAL COMBINED)**

**PRIORITY ORDER**

<b>COUNCILMEMBER</b>	<b>PRIORITY</b>	<b>FY 18-19 GOALS</b>
MICHELSON	4	Refurbish City Hall inside (making it more inviting)
WESTMORELAND	4	Move forward with St Paul property project
WHITE	4	Park improvements- consider medium to long range plan for Town Branch development
CASTILLO	5	Affordable housing Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is a lot of training that is free
GONZALES-SANCHEZ	5	but a lot additional money for registration fees and course material.
MCGREGOR	5	Free public wifi on the square
MENDOZA	5	Parks improvements
MICHELSON	5	Continued police community committee involvement, neighborhood watch, gang awareness
WESTMORELAND	5	Angled parking downtown: N Main and N Commerce Sts(change during downtown drainage project)
WHITE	5	Continued police community committee involvement, neighborhood watch, gang awareness
CASTILLO	6	Wellness for employees



## CITY COUNCIL FY 18-19 GOALS

### Category Order and Comments by City Manager

Council agreed at February 13 meeting that each Councilmember will submit at least 5 category goals in priority order to the City Manager to be considered by Council at first meeting in March, 2018

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CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		Improve communication between City and Chamber of Commerce	In-House	Chamber
		City Facilities	GF	City Bldgs
		Refurbish City Hall inside (making it more inviting)	Gen Fund	City Bldgs
		Prepare Fire Station 3 (so we can have main station remodeled)	Gen Fund	City Bldgs
		Hire A City Manager, Hire a City Manager that is Well Rounded and Experienced and Will Help our City to Continue to Grow for the right and positive reasons. To hire a City Manager that will allow our Department Heads to Grow and Improve Our Departments with their recommended suggestions not only from our department heads but from our employees. Working Smarter not Harder.	GF	City Manager
		More code enforcement of codes directed at unsightly properties	In-House	Code Enforc
		Continue demo of unsafe structures and pursue liens aggressively	GF	Code Enforc
		Convention Center. Our city is growing and there are too many events, programs and conferences that are going to other surrounding areas to have these events and those surrounding area businesses are benefitting and money is being spent in those areas instead on money being spent in our city. Granted, we do have meeting facilities in our city but these meeting facilities do not accommodate the number of people for the above events that have been mentioned.	GF	Convention Center
		Downtown improvements-lighting, pedestrian safety, south plaza idea? Sculpture? Sidewalk mosaics?	GF	Downtown
		Economic development, creating and retaining jobs, grocery campaign	general fund, LEDC	Econo Devl
		Economic Development		Econo Devl
		Expand economic development (by helping to spread the word & being more involved)	Gen Fund	Econo Devl
		Economic Development: Recruit more businesses especially retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and speciality shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city. Art Galleries and Music Venues have increased within our downtown area and though many many not appreciate these type of business and or venues, it is good for our downtown and its livelihood. Let's work on getting more of the speciality shops and boutiques in or around the square.	GF	Econo Devl
		Pay raise across the board	GF	Employees
		All Department Heads to Budget Salary Increases for all City Employees.	GF	Employees
		Wellness for employees	GF	Employees
		Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off alternating system, especially during the holidays. I did appreciate that the city employees were allowed to stay home during our icy, sleet and snow days. The safety of our employees is very important.	GF	Employees
		Subdivision developemnt to attract more businesses to Lockhart. Increase the number of homes, apartments, housing. Our city is growing with new citizens wanting to make Lockhart their home but due to the number of housing available, they wait and or possibly lose interest.	GF	Housing
		Infrastructure	GF	Infrastructure
		Infrastructure improvement- uncurbed streets, street rehab	GF	Infrastructure
		Improve Streets (repairs)	In-House	Infrastructure

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	GF	Infrastructure
		Angled parking for N Main and N Commerce Streets (change during downtown project)	In-House	Parking Downtown
		Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic. Our city is growing and we have been very fortunate with our parking however, it is a concern especially when you have the bigger and wider trucks that are parked in an area that is for a moderate size car. It becomes a hazard and a blind spot when trying to reverse out of the parking space and a blind spot for any and all pedestrians.	GF	Parking Downtown
		Continue to work on City Park improvements	Gen Fund	Parks
		Revive all City parks	Grants	Parks
		Work with LISD to establish a community recreation center at Adams Gym, perhaps under Parks (PUBLIC HEALTH/PARKS)	General Fund/Parks & Rec	Parks
		Add 3 positions to the Parks Department, to help facilitate other improvements (PARKS)	General Fund/Parks & Rec	Parks
		Park improvements - consider medium to long range Town branch development	GF	Parks
		Develop a dog park as part of the Stueve Lane Monte Vista Tract (PARKS/ANIMAL SHELTER/PUBLIC HEALTH)	General Fund/Parks & Rec	Parks
		Parks Improvemens: Purchase and update the park equipment to provide safe and fun filled parks for all to use.	GF	Parks
		Start Planning for 2040 plan	GF	Planning
		Police	GF	Police
		Continued Police Community committee involvement, neighborhood watch, gang awareness	GF	Police
		Work with Police Department to bring back drug enforcement program	Gen Fund	Police
		Get back to Neighborhood Townhall Meetings	GF	Police
		Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is alot of training that is free but alot additional money for registration fees and course material. I am grateful that the Police Department did invest in our Drug Dog and is being utilized by the school as well.	GF	Police
		High School cadet programs for police, fire, EMS	GF	Police/Fire
		Public relations position to deal with social media	GF	Public Relations
		Get the word out about Lockhart (promoting, hiring a Public Relations person)	Gen Fund	Public Relations
		Sidewalk repair and expansion	GF	Sidewalks
		Signage in Lockhart (highway, downtown, and toll road)	Gen Fund	Signage
		Wayfinding, branding - develop new entry sign and city property markers	GF	Signage
		Move Forward with St Paul property project	In-House	St Paul Gift
		Develop an oral history project to support a future "Walking Tour" app for Lockhart (ECONOMIC DEV/DOWNTOWN)	General Fund/Fundraising	Tourism
		More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants). Added events, especially the events that are free to the public do very well for the city as well as for the businesses and tourism. I welcome new events to the city but need to be selective in the events that we do host.	GF	Tourism
		Create a Good Neighbor program (Lockhart Utility Customers can add an additional amount to utility bill to help others)	GF	Utility Customers

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		Access to Municipal Court for Utility Payments	In-House	Utility Customers
		Free public wifi on the square as part of the redevelopment on the North side (ECONOMIC DEV/DOWNTOWN)	CAPCOG Grant?	Wifi
		Free public wifi on the square as part of the redevelopment on the North side	GF	Wifi



CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
BW	7	Improve communication between City and Chamber of Commerce	In-House	Chamber	City Staff works together with Chambers on all their events by being a co-sponsor with many in-kind services. Robert Tobias attends their meetings and periodically makes presentations about Economic Development issues.
JC	4	City Facilities	GF	City Bldgs	Budget for roofs and major repairs
JEFF M	5	Refurbish City Hall inside (making it more inviting)	Gen Fund	City Bldgs	Working on it; repairs to ceiling in progress, restrooms to be refurbished and replace signage with more informative directions.
JEFF M	7	Prepare Fire Station 3 (so we can have main station remodeled)	Gen Fund	City Bldgs	New plans will be prepared working with new Chief who has different ideas than the previous Chief
AGS	1	Hire A City Manager. Hire a City Manager that is Well Rounded and Experienced and Will Help our City to Continue to Grow for the right and positive reasons. To hire a City Manager that will allow our Department Heads to Grow and Improve Our Departments with their recommended suggestions not only from our department heads but from our employees. Working Smarter not Harder.	GF	City Manager	I concur. The current City Mgr has rode back of garbage trucks, climbed electrical poles, worked water/sewer/asphalt/concrete projects, and has been a utility collections clerk, and during these experiences learned the value of suggestions for change that comes from employees in such positions. All department heads/supervisors are encouraged to listen to employees who have constructive ideas that would benefit in performing assigned tasks. City Mgr has also learned there are employees who keep there hands in their pockets and talk while everyone else is working and these are the same ones who are often found to be dishonest in their paperwork, sleep on the job, and have a poor attendance record.
BW	1	More code enforcement of codes directed at unsightly properties	In-House	Code Enforc	Will continue to address as complaints come in and as found during investigation outings.
LW	8	Continue demo of unsafe structures and pursue liens aggressively	GF	Code Enforc	Will continue to address and City Attorney exploring process to recover demolition costs
AGS	11	Convention Center. Our city is growing and there are too many events, programs and conferences that are going to other surrounding areas to have these events and those surrounding area businesses are benefitting and money is being spent in those areas instead on money being spent in our city. Granted, we do have meeting facilities in our city but these meeting facilities do not accommodate the number of people for the above events that have been mentioned.	GF	Convention Center	HOT funds and/or Bond Issue. Maintenance funds will be a minimum of \$150,000 annually not including director's salary, utilities, and insurance.
LW	9	Downtown improvements-lighting, pedestrian safety, south plaza idea? Sculpture? Sidewalk mosaics?	GF	Downtown	CAPCOG/CO project will address
LW	1	Economic development, creating and retaining jobs, grocery campaign	general fund, LEDC	Econo Devl	Robert Tobias working with several companies now
JC	2	Economic Development	GF	Econo Devl	See above

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
JEFF M	3	Expand economic development (by helping to spread the word & being more involved)	Gen Fund	Econo Devl	Robert Tobias is involved with the San Marcos Partnership, local chambers, and with downtown businesses on a regular basis. Leads from the Governor's office and the Austin Chamber are also pursued as applicable.
AGS	4	Economic Development: Recruit more businesses especially retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and specialty shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city. Art Galleries and Music Venues have increased within our downtown area and though many not appreciate these type of business and or venues, it is good for our downtown and its livelihood. Let's work on getting more of the specialty shops and boutiques in or around the square.	GF	Econo Devl	The problem is that many of the property owners downtown do not have the funds to customize their buildings to support specialty shops which most the time are not willing to spend money on a building. Rob Tobias is exploring ways to address this issue.
JUAN M	1	Pay raise across the board	GF	Employees	Estimated Costs Including Benefits: For each 1% for non-civil service= \$52,000 For each 1% for civil service = \$28,000
AGS	2	All Department Heads to Budget Salary Increases for all City Employees.	GF	Employees	See above
JC	5	Wellness for employees	GF	Employees	City provides good health insurance (\$586 per month each) with wellness plans for employees; many Cities have stopped this benefit and only provide a stipend for insurance.
AGS	9	Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off alternating system, especially during the holidays. I did appreciate that the city employees were allowed to stay home during our icy, sleet and snow days. The safety of our employees is very important.	GF	Employees	City employees with vacation leave and holiday time are off 23 days a year with pay which is more than a month of work days. The only holidays not given that we found are Columbus Day and Texas Independence Day. Employee safety is very important, however, some employees must come in to make conditions safe for residents and to respond to emergency conditions and that responsibility belongs to each department head who determines based on staff levels and skills time off during holiday times.
AGS	6	Subdivision development to attract more businesses to Lockhart. Increase the number of homes, apartments, housing. Our city is growing with new citizens wanting to make Lockhart their home but due to the number of housing available, they wait and or possibly lose interest.	GF	Housing	6 housing projects in place at different phases. City Manager recommended incentives to builders three years ago which Council approved and during the time it was in place it produced more housing. As a result, more engineering of subdivisions has begun.
JC	1	Infrastructure	GF	Infrastructure	\$400,000 or more yearly needed for streets
LW	2	Infrastructure improvement- uncurbed streets, street rehab	GF	Infrastructure	See above. It will take a major bond issue to address all streets that do not have curbs.
BW	3	Improve Streets (repairs)	In-House	Infrastructure	See above.

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
AGS	3	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	GF	Infrastructure	For streets please see above. Brighter lighting is always a challenge in a city with so many trees. Lockhart still must comply with Senate Bill 5 which regulates power usage. Several cities have passed an ordinance that does not allow for the planting of trees within 15' of the right of way to improve lighting of streets and reduce tree trimming around power lines.
BW	4	Angled parking for N Main and N Commerce Streets (change during downtown project)	Ja-House	Parking Downtown	Scheduled with downtown improvements. Should also consider making 100 Blocks of N Main and N Commerce one-way and possibly consider other blocks downtown especially north/south streets.
AGS	10	Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic. Our city is growing and we have been very fortunate with our parking however, it is a concern especially when you have the bigger and wider trucks that are parked in an area that is for a moderate size car. It becomes a hazard and a blind spot when trying to reverse out of the parking space and a blind spot for any and all pedestrians.	GF	Parking Downtown	Scheduled with downtown improvements
JEFF M	2	Continue to work on City Park improvements	Gen Fund	Parks	Master Plan near complete
BW	2	Revive all City parks	Grants	Parks	Master Plan near complete
KM	2	Work with LISD to establish a community recreation center at Adams Gym, perhaps under Parks (PUBLIC HEALTH/PARKS)	General Fund/Parks & Rec	Parks	Mayor is visiting with LISD about this
KM	3	Add 3 positions to the Parks Department, to help facilitate other improvements (PARKS)	General Fund/Parks & Rec	Parks	Approx. \$100,000 to budget not including equipment and vehicles
LW	3	Park improvements - consider medium to long range Town branch development	GF	Parks	Bond issue needed
KM	4	Develop a dog park as part of the Stueve Lane Monte Vista Tract (PARKS/ANIMAL SHELTER/PUBLIC HEALTH)	General Fund/Parks & Rec	Parks	Estimate on this property is \$ 25000 using used fencing. Maintenance and insurance are also cost factors
AGS	8	Parks Improvements: Purchase and update the park equipment to provide safe and fun filled parks for all to use.	GF	Parks	Master Plan near complete
JUAN M	3	Start Planning for 2040 plan	GF	Planning	Needs to be done
JC	3	Police	GF	Police	Chief Pedraza is working on these issues. Recently issued update that was sent to Council.
LW	4	Continued Police Community committee involvement, neighborhood watch, gang awareness	GF	Police	See above
JEFF M	4	Work with Police Department to bring back drug enforcement program	Gen Fund	Police	See above
JUAN M	5	Get back to Neighborhood Townhall Meetings	GF	Police	Will get with Chief about this

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
AGS	5	Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is a lot of training that is free but a lot additional money for registration fees and course material. I am grateful that the Police Department did invest in our Drug Dog and is being utilized by the school as well.	GF	Police	Chief Pedraza reports that Lockhart has two certified mental health officers, and he feels there is sufficient funding for training. He also reports that a new Narcotics Officer would cost about \$90,000 for salary/benefits, training, a vehicle, and all required equipment.
LW	10	High School cadet programs for police, fire, EMS	GF	Police/Fire	Will visit with department heads again about this
LW	6	Public relations position to deal with social media	GF	Public Relations	Position would cost with benefits about \$45,000 annually and would need more tasks to perform.
JEFF M	6	Public relations position to deal with social media	GF	Public Relations	See above
LW	7	Sidewalk repair and expansion	GF	Sidewalks	Costs average about \$25 per linear foot
JEFF M	1	Signage in Lockhart (highway, downtown, and toll road)	Gen Fund	Signage	Wayfinding and Branding Committee in place
LW	5	Wayfinding, branding - develop new entry sign and city property markers	GF	Signage	See above
BW	5	Move Forward with St Paul property project	In-House General	St Paul Gift	Working on costs associated with this projects which involve asbestos/lead paint survey and possible abatement, ADA restrooms, ADA entry ramp, kitchen changes, and other repairs.
KM	5	Develop an oral history project to support a future "Walking Tour" app for Lockhart	Fund/Fundraising	Tourism	Could be part of the Wayfinding and Branding Committee tasks
AGS	7	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants). Added events, especially the events that are free to the public do very well for the city as well as for the businesses and tourism. I welcome new events to the city but need to be selective in the events that we do host.	GF	Tourism	Chambers receive HOT funds for tourism and City co-sponsors events that contribute to tourism.
JUAN M	4	Create a Good Neighbor program (Lockhart Utility Customers can add an additional amount to utility bill to help others)	GF	Utility Customers	Have pursued this in the past. Requires a Board or Committee that is willing to take on the tasks of selecting who and how much help can be provided to customers. Some Cities allocate the funds to existing organization that is willing to take on the project.
BW	6	Access to Municipal Court for Utility Payments	In-House	Utility Customers	Working to this; advertisements and office training needed.
KM	1	Free public Wi-Fi on the square as part of the redevelopment on the North side (ECONOMIC DEV/DOWNTOWN)	CAPCOG Grant?	Wi-Fi	County judge had indicated to Mayor that the County could do this.
JUAN M	2	Free public wifi on the square as part of the redevelopment on the North side	GF	Wifi	See Above

LOCKHART CITY COUNCIL FY 17-18 GOALS				
Category and Priority Order				
COUNCIL MEMBER	PRIORITY	GOALS IDENTIFIED BY COUNCIL FOR FY 17-18 (as submitted by Councilmembers)	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	CATEGORY
BH	3	Continue Improving City Cemetery	with GF Expiring debt saving and/or Cemetery Tax	CEMETERY
Jeff M	2	Refurbish City Hall in the inside (to make more inviting to the public) as well as doing some landscaping outside	General Fund	CITY BLDGS
BW	3	Spruce up and clean up City 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 wa kway
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
		Construction	365 days	Thu 6/30/16	Thu 6/29/17																																				
\$1,355,516.00	6	<b>SH130 WATER MAN PROJECT - City Line</b> Rd. to Existing Tank, SH 130 @ Hwy. 142, Borchert/Mockingbird, Control Valves, FM 2001																																							
		Surveying Proposal	15 days	Mon 1/18/16	Mon 2/1/16																																				
		Survey	30 days	Tue 2/2/16	Wed 3/2/16																																				
		Acquisition	150 days	Thu 3/3/16	Sat 7/30/16																																				
		Engineering Design	120 days	Thu 3/3/16	Thu 6/30/16																																				
		Bid Ad/NTP	60 days	Fri 7/1/16	Mon 8/29/16																																				
		Construction	300 days	Fri 9/2/16	Wed 6/28/17																																				
\$470,400.00	7	<b>SH130 PUMP STATION PROJECT</b>																																							
		Survey	7 days	Mon 4/25/16	Sun 5/1/16																																				
		Engineering Design	90 days	Mon 5/2/16	Sat 7/30/16																																				
		Bid Ad/NTP	60 days	Sun 7/31/16	Wed 9/28/16																																				
		Construction	270 days	Sun 10/2/16	Wed 6/28/17																																				
\$859,186.00	8	<b>SH130/TOWN BRANCH SEWER PROJECT</b>																																							
		Surveying Proposal	15 days	Fri 5/20/16	Fri 6/3/16																																				
		Survey	30 days	Sat 6/4/16	Sun 7/3/16																																				
		Acquisition	120 days	Mon 7/4/16	Mon 10/31/16																																				
		Engineering Design	90 days	Mon 7/4/16	Sat 10/1/16																																				
		Bid Ad/NTP	60 days	Sun 10/2/16	Wed 11/30/16																																				
		Construction	240 days	Mon 12/5/16	Tue 8/1/17																																				
\$1,891,126.00	9	<b>WATER TRANSMISSION MAIN PROJECT</b> - Water Plant Transmission Main, MLK to FM 20 West Transmission Main																																							
		Surveying Proposal	17 days	Wed 11/16/16	Fri 12/2/16																																				
		Survey	30 days	Sat 12/3/16	Sun 1/1/17																																				
		Acquisition	120 days	Mon 1/2/17	Mon 5/1/17																																				
		Engineering Design	90 days	Mon 1/2/17	Sat 4/1/17																																				
		Bid Ad/NTP	60 days	Sun 4/2/17	Wed 5/31/17																																				
		Construction	180 days	Mon 6/5/17	Fri 12/1/17																																				