

PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

TUESDAY, FEBRUARY 4, 2020

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

6:30 P.M.

WORK SESSION (No Action)

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

PRESENTATION ONLY

A. Presentation of a proclamation declaring February 2020 as Dating Violence Prevention and Awareness month.

DISCUSSION ONLY

A. Presentation by Evergreen Solutions regarding the 2020 City of Lockhart Classification and Compensation Study.

B. Presentation and update by Guadalupe-Blanco River authority and HDR-Engineers regarding the Carrizo Groundwater Project.

C. Discuss minutes of the City Council meetings of January 7, 2020, January 21, 2020 and January 23, 2020.

D. Discuss Interlocal Cooperation Contract with Texas Department of Public Safety for the Failure to Appear Program (OMNI base).

E. Discuss Lockhart Economic Development Corporation (LEDC) budget amendment.

F. Discuss temporary closures of and prohibiting parking as needed on the following streets in the downtown area on May 14, 15, 16, and 17, 2020, for the 2020 Lockhart Grand Prix Kart Race including the: 100-300 Blocks of S. Commerce, 100-300 Blocks of N. Commerce, 100-200 Blocks of E. Walnut, 100 Block of E. Live Oak, 100 Block of W. Live Oak, 300 Block of S. Church, 100 Block of W. Prairie Lea, 100 Block of E. Prairie Lea, 100-300 Blocks of S. Main, 100 Block of W. Market, 100-200 Blocks of E. Market, and the 100 Block of E. San Antonio: east bound and with no parking on the west bound side; some closures to begin on Thursday evening May 14th, with streets to be open for traffic by 6am on Monday, May 18, 2020.

G. Discuss change order with Techline Construction for the South Main project.

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5-12

32-42

43-55

56-77

78-79

80-83

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE

Invocation.

Pledge of Allegiance to the United States and Texas flags.

3. PUBLIC COMMENT

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

4. PUBLIC HEARING/COUNCIL ACTION

A. Hold a public hearing on applications ZC-20-01 and PDD-20-01 by Matkin Hoover Engineering & Surveying, on behalf of Dane Braun for a Zoning Change from PDD Planned Development District to PDD Planned Development District, including by-reference a revised Planned Development District Development Plan for Heritage Place Subdivision, a proposed mixed residential development on 8.465 acres in the Frances-Berry Survey, Abstract No. 2, located at 1501 Clear Fork Street.

13-31

B. Discussion and/or action to consider Ordinance 2020-02 amending the Official Zoning Map of the City of Lockhart, Texas, to reclassify the property known as 8.465 acres in the Francis Berry Survey, Abstract No. 2, located at 1501 Clear Fork Street, from RMD Residential Medium Density District to PDD Planned Development District, including by-reference a PDD Development Plan for Heritage Place Subdivision.

5. CONSENT AGENDA

A. Approve minutes of the City Council meeting of January 7, 2020, January 21, 2020 and January 23, 2020.

32-42

B. Approve Interlocal Cooperation Contract with Texas Department of Public Safety for the Failure to Appear Program (OMNI base).

43-55

6. DISCUSSION/ACTION ITEMS

A. Discussion and/or action regarding Lockhart Economic Development Corporation (LEDC) budget amendment.

56-77

B. Discussion and/or action regarding temporary closures of and prohibiting parking as needed on the following streets in the downtown area on May 14, 15, 16, and 17, 2020, for the 2020 Lockhart Grand Prix Kart Race including the: 100-300 Blocks of S. Commerce, 100-300 Blocks of N. Commerce, 100-200 Blocks of E. Walnut, 100 Block of E. Live Oak, 100 Block of W. Live Oak, 300 Block of S. Church, 100 Block of W. Prairie Lea, 100 Block of E. Prairie Lea, 100-300 Blocks of S. Main, 100 Block of W. Market, 100-200 Blocks of E. Market, and the 100 Block of E. San Antonio: east bound and with no parking on the west bound side; some closures to begin on Thursday evening May 14th, with streets to be open for traffic by 6am on Monday, May 18, 2020.

78-79

DISCUSSION/ACTION ITEMS continued.....

- C. Discussion and/or action to consider change order with Techline Construction for the South Main project. 80-83
- D. Discussion and/or action regarding appointments to various boards, commissions or committees. 84-93

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

- Bids for the Town Branch Trail Phase I sidewalk, pedestrian ramps, and drainage infrastructure projects are due on February 20th at 10:00 a.m.
- Update regarding anticipated repairs to the North Blanco Street bridge as required by TXDOT.
- Lockhart Police Department entrance exam will be held on February 29, 2020.
- Household Hazardous Waste Collection Event will be held on Saturday, March 14 at City Park.
- 2020 Residential Citywide Cleanup Program scheduled on April 1, 8, 15 and 22, depending on customer location.
- HOT Advisory Board will meet on February 6th at 6:00 p.m. in the Glosserman Room to begin discussions about the application process, funding application form and post event report form.
- Northern Caldwell County Coalition (NCCC) meeting will be held on February 19, 2020 from 2:00 – 4:00 p.m. at the M.L. Cisneros Education Support Center Boardroom.
- Councilmember Bryant is hosting a District 2 Neighborhood Watch meeting on Sunday, February 9, 2020 at 5:00 p.m. at St. Mary's Church Parish Hall.
- Retirement reception for Lieutenant Chris Knudsen will be held on February 5, 2020 at 1:00 p.m. in the Council Chambers.

8. COUNCIL AND STAFF COMMENTS – ITEMS OF COMMUNITY INTEREST

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

9. 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)*

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

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on the 29th day of January 2020 at 12:15 pm.

City of Lockhart, Texas

Council Agenda Item Briefing Data

COUNCIL MEETING DATE: February 4, 2020

AGENDA ITEM CAPTION: Presentation by Evergreen Solutions regarding the 2020 City of Lockhart Classification and Compensation Study.

ORIGINATING DEPARTMENT AND CONTACT: Administration, Julie Bowermon

ACTION REQUESTED:

ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT CONSENSUS OTHER

BACKGROUND/SUMMARY/DISCUSSION: The adopted City of Lockhart 2019-2020 Strategic Priorities identified a need for a classification and compensation study. In the FY 19-20 Budget, Council approved a one-time expenditure for a classification and compensation study. Evergreen Solutions has been selected to conduct the study.

Evergreen Solutions team member, Michael Misrahi, will provide City Council an in-depth presentation of the study process and address any questions or requests for additional information. Evergreen Solutions team members are anticipated to begin employee outreach activities during the second week of February.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Finance Review initials _____

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

Previous Council Action:


January 7, 2020 Council selected Evergreen Solutions, LLC of Tallahassee, Florida to conduct a Classification and Compensation Study.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: N/A

LIST OF SUPPORTING DOCUMENTS: None.

Department Head initials:

 _____

City Manager's Review:

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City of Lockhart, Texas

Council Agenda Item Briefing Data

COUNCIL MEETING DATE: February 4, 2020

AGENDA ITEM CAPTION: Presentation and update by Guadalupe-Blanco River Authority and HDR Engineers regarding the Carrizo Groundwater Project.

ORIGINATING DEPARTMENT AND CONTACT: Public Works (Water)-Sean Kelley

ACTION REQUESTED:

ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT CONSENSUS OTHER

BACKGROUND/SUMMARY/DISCUSSION: Representatives from GBRA and HDR Engineers will give an update about the long-term groundwater project.

PROJECT SCHEDULE (if applicable): Projected Completion 2023

AMOUNT & SOURCE OF FUNDING:

Finance Review initials _____

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

Previous Council Action:

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION:

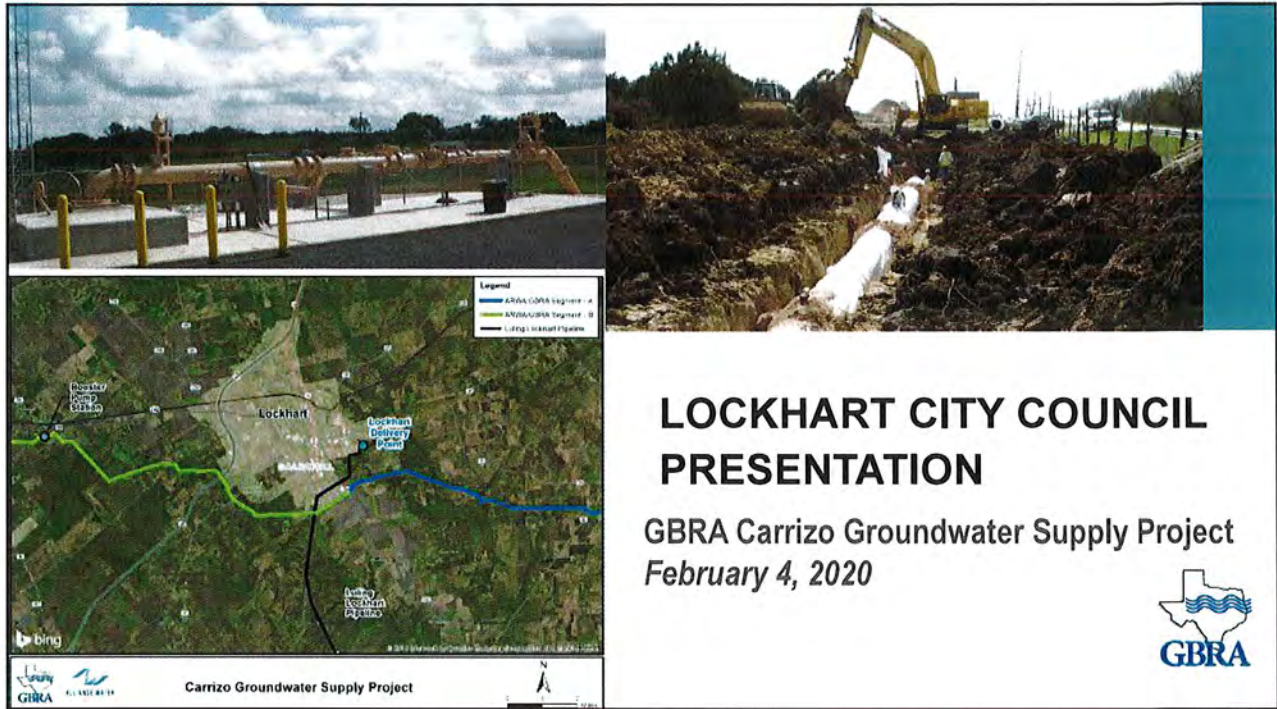
None.

LIST OF SUPPORTING DOCUMENTS: PowerPoint Presentation

Department Head initials:

City Manager's Review:



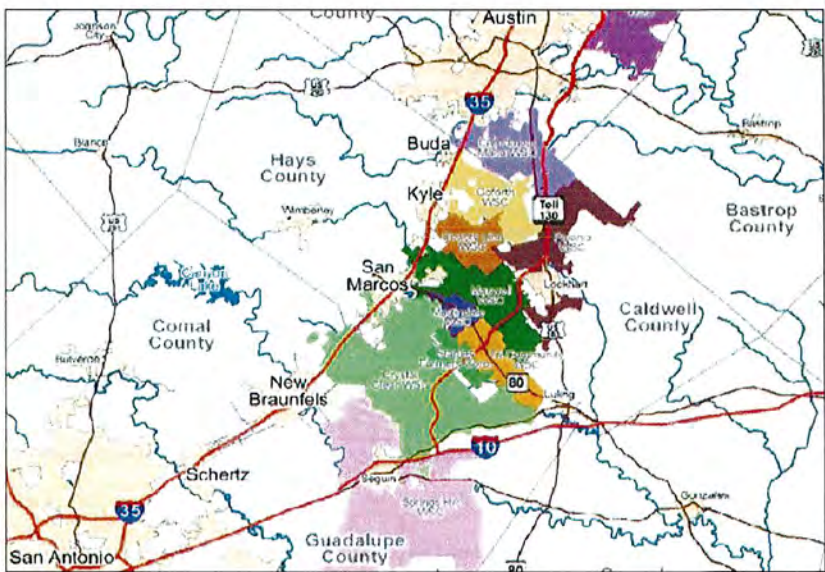


LOCKHART CITY COUNCIL PRESENTATION

GBRA Carrizo Groundwater Supply Project
February 4, 2020

Project Overview

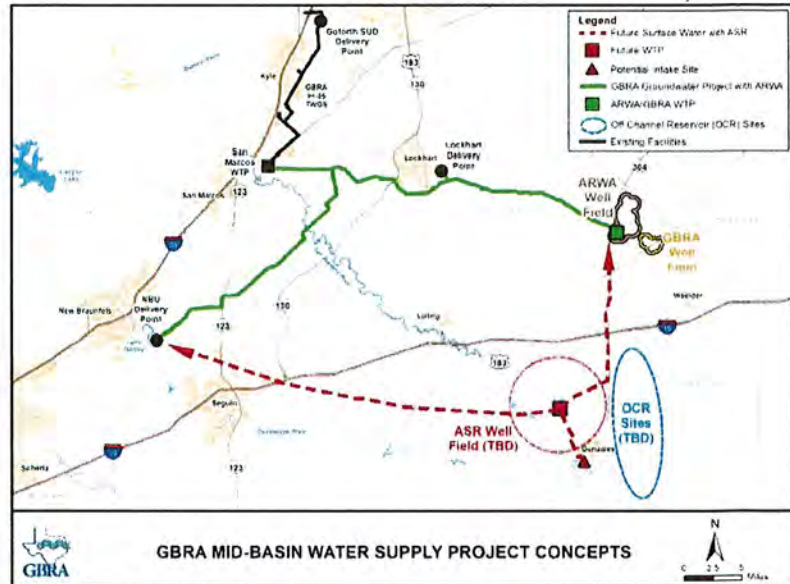
1. Growth corridor between IH35 and Hwy 183
2. Regional project to ultimately deliver ~30,000 acre-ft/yr
3. Most every utility in this area are participating in the project
4. Long-term permanent regional water supply
5. Cost savings for all participants



February 4, 2020

Project Overview

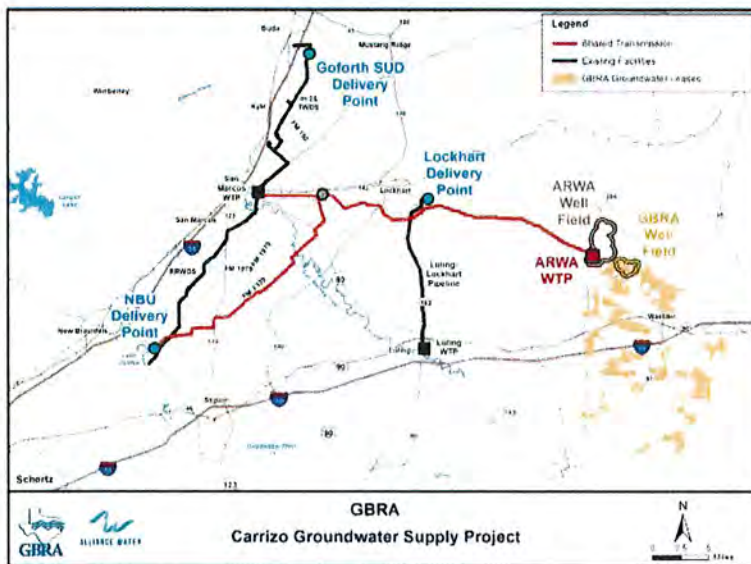
1. Multi-Phase Project
2. Groundwater
3. Surface Water
4. Off-Channel Storage
5. Aquifer Storage and Recovery
6. 42,000+ acre-ft/yr
7. Demands beyond 2030



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Project Overview



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1. Combined project with GBRA and ARWA
 - a) Shared Facilities include: Transmission, WTP, Booster Pump Station
2. Project will provide water to:
 - a) City of Lockhart
 - b) Goforth SUD
 - c) New Braunfels Utilities
3. Lockhart will receive 3,000 acre-ft/yr
4. Water expected to be delivered in 2023

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Project Overview

Contract Structure

1. Based on cost-of-service
2. Charges commence as GBRA begins paying the fees
3. 40 year term with 4 successive 10 year auto renewals
4. Ability to participate in future phases of the project



Funding

1. Utilizing SWIFT from the TWDB
2. SWIFT offers subsidized interest rates, capital deferral, and multi-year closings
3. City can select financing structure



February 4, 2020

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Scheduling

Phase: ● Preliminary Design ● Final Design ● Construction



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GBRA Wellfield and Transmission

1. Wellfield on GBRA leases in Gonzales and Caldwell Counties
 - a) 7 wells, > 1800 gpm, Carrizo aquifer
 - b) Total permitted production of 15,000 acre-ft/yr
 - c) Design Completion March 2020
2. Raw water transmission
 - a) 4.3 mile transmission to WTP – 30 inch diameter
 - b) Survey and geotechnical ongoing
 - c) Design Completion July 2020

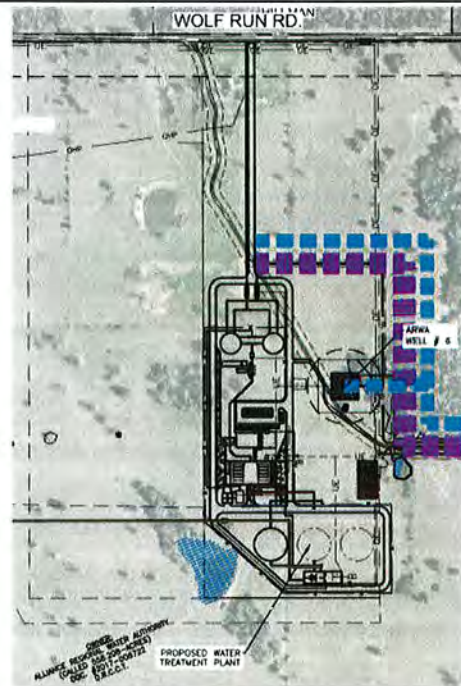


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Water Treatment Plant

1. ARWA/GBRA WTP to be located in eastern Caldwell County
 - a) Designed for phased implementation of future expansions
 - b) Treat water from ARWA and GBRA wellfields
 - c) Groundwater produced from Carrizo aquifer
 - d) GVEC to provide power and construct substation onsite
2. ARWA completed source and customer water evaluations
 - a) Considering blending at all customer locations to identify optimal treated water characteristics
 - b) Lockhart staff reviewed preliminary summary of evaluations in March 2019
 - c) Evaluations will be updated once wells drilled, sampled, and tested



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Shared Pipeline Segments

1. Pipeline Segment A – 42 inch diameter
 - a) ARWA reduced peaking (previously 48 inch diameter)
 - b) Final Design completed in December 2020
 - c) 7 of 38 properties acquired
2. Pipeline Segment B1 – 42 inch diameter
 - a) Final Design completed in March 2021
 - b) 2 of 28 properties acquired
3. ARWA is working with land owners along final alignments to acquire easements for shared and future pipelines

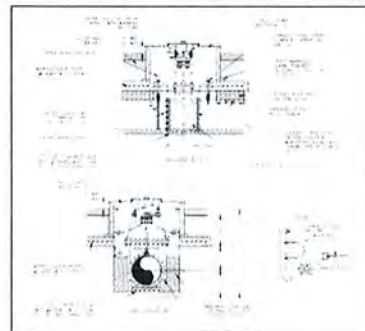


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Pipeline Information

1. Pipeline Material alternatives:
 - a) AWWA C151 Ductile-Iron Pipe
 - b) AWWA C200 Steel Water Pipe
 - c) AWWA C303 Concrete Pressure Pipe
 - d) High Density Polyethylene (HDPE) Pipe
2. Depth of Cover will be at least 5 feet
3. Erosion controls will be applied according to local, state, and federal guidelines
4. Maintenance
 - a) Shared pipelines will be the responsibility of Alliance Water
 - b) GBRA will maintain Lockhart Delivery Line
 - c) Surface maintenance in easement

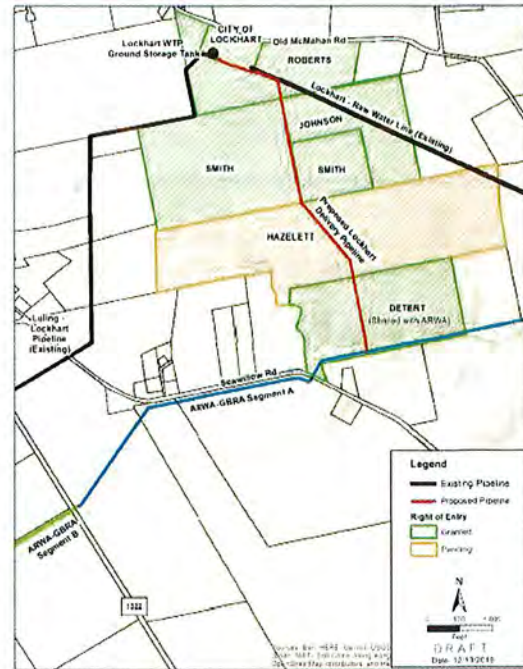


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Lockhart Delivery Line


1. Preliminary Routing Study completed in May 2019
 - a) Route selected based on desktop evaluation of environmental/cultural constraints and cost considerations
2. 5,600 LF, 16 inch diameter pipe
3. 7 ROEs required, 6 granted
4. Environmental/Cultural Field work beginning mid February
5. Input received from the City for the location to integrate the new water supply into the City's system



February 4, 2020

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Lockhart Delivery Line Easement Acquisition Process

1. Engineering Analysis
2. Rights of Entry 
3. Alignment Confirmation
4. Easement Survey
5. Appraisal Development
6. Initial Offer
7. Finalize Easement
8. Condemnation, if necessary



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DISCUSSION

KEY CONTACTS

Darrell Nichols
Sr. Deputy General Manager
(830) 379-5822
dnichols@gbra.org

Charles Hickman, P.E.
Executive Manager of Engineering
(830) 379-5822
chickman@gbra.org

Graham Moore, P.E.
Executive Director
(512) 294-3214
gmoore@alliancewater.org

Sam Vaughn, P.E. (HDR)
Program Manager
(512) 912-5142
Sam.Vaugh@hdrinc.com

Peter Newell, P.E. (HDR)
Program Manager
(512) 498-4703
Peter.Newell@hdrinc.com



City of Lockhart, Texas

Council Agenda Item Briefing Data

COUNCIL MEETING DATE: February 4, 2020

AGENDA ITEM CAPTION:

Hold a PUBLIC HEARING on applications ZC-20-01 and PDD-20-01 by Matkin Hoover Engineering & Surveying, on behalf of Dane Braun, and consider Ordinance 2020-02 for a Zoning Change from PDD Planned Development District to PDD Planned Development District, including by-reference a revised Planned Development District Development Plan for Heritage Place Subdivision, a proposed mixed residential development on 8.465 acres in the Frances Berry Survey, Abstract No. 2, located at 1501 Clear Fork Street.

ORIGINATING DEPARTMENT AND CONTACT: Planning Department – Dan Gibson, City Planner

ACTION REQUESTED:

ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT CONSENSUS OTHER

BACKGROUND/SUMMARY/DISCUSSION:

The PDD (Planned Development District) zoning classification is intended to accommodate developments with characteristics that may deviate from the normal zoning and subdivision standards. In return for such flexibility, the PDD requires an early commitment on the part of the developer in terms of the site layout, land uses, and amenities. Unlike conventional zoning classifications that cannot have conditions attached, the PDD classification is subject to the conditions represented by the development plan, which is adopted by-reference and cannot be changed except through the rezoning process. This proposal is for a mixed residential subdivision including 18 detached single-family dwellings, one building containing six condominium units, and eight duplex condominiums (the interior of each unit is separately owned, while the exterior and land are owned and maintained jointly by the owners or by the homeowner’s association). The proposal also includes a private outdoor common area containing a small dog park, a pavilion, and the community mailboxes. In addition, along the east side there is a public hike/bike trail that conforms with the City’s Sidewalk/Trail Plan, and a dual-purpose stormwater detention area and public parkland. A sidewalk will connect the public trail and parkland to a centrally located parking area adjacent to the common area. The proposed combination of residential uses has a density of 4.7 units per gross acre. This is within the range considered low density and, therefore, would be consistent with the Low Density Residential designation of the Land Use Plan map for this site. Additional information is contained in the attached staff reports for the zoning change and PDD development plan. Concerns have been expressed by neighbors about drainage and traffic, but no written objections have been received.

COMMITTEE/BOARD/COMMISSION ACTION:

On January 22nd, the Planning and Zoning Commission voted to recommend APPROVAL of the Zoning Change and accompanying PDD Development Plan.

STAFF RECOMMENDATION/REQUESTED MOTION: APPROVE Ordinance 2020-02.

LIST OF SUPPORTING DOCUMENTS:

- 1) Ordinance 2020-02.
- 2) Exhibit “A”– boundary description.
- 3) Maps.
- 4) ZC-20-01 Staff report and Application.
- 5) PDD-20-01 Staff report, PDD development plan (reduced), and Application.

Department Head initials:

DG

City Manager’s Review:

[Signature] 13

ORDINANCE 2020-02

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS 8.465 ACRES IN THE FRANCIS BERRY SURVEY, ABSTRACT NO. 2, LOCATED AT 1501 CLEAR FORK STREET, FROM RMD RESIDENTIAL MEDIUM DENSITY DISTRICT TO PDD PLANNED DEVELOPMENT DISTRICT, INCLUDING BY-REFERENCE A PDD DEVELOPMENT PLAN FOR HERITAGE PLACE SUBDIVISION.

WHEREAS, on January 22, 2020, the Planning and Zoning Commission held a public hearing and voted to recommend approval of said change; and,

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

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

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

- I. The foregoing recitals are approved and adopted herein for all purposes.
- II. The above-referenced property described in Zoning Change request ZC-20-01 as 8.465 acres in the Francis Berry Survey, Abstract No. 2, more particularly described in Exhibit "A" and located at 1501 Clear Fork Street, will be reclassified from RMD Residential Medium Density District to PDD Planned Development District, including by-reference PDD-20-01, a PDD Development Plan for Heritage Place Subdivision.
- III. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or unenforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.
- IV. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.
- V. Publication: That the City Secretary is directed to cause this ordinance caption to be published in a newspaper of general circulation according to law.
- VI. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 4th DAY OF FEBRUARY, 2020.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney

FIELD NOTES FOR AN 8.465 ACRE TRACT OF LAND

An **8.465 acre** tract of land, out of the Francis Berry Survey No. 12, Abstract 2, Caldwell County, Texas and being a portion of a called 68.559 acre tract of land as described in a Special Warranty Deed to Lockhart II Partners LTD., of record in Volume 227 Page 138 of the Official Public Records of Caldwell County, Texas. Said **8.465 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" in the northwest right-of-way line of Clear Fork Street, a variable width right-of-way, minimum 60', as shown on the following plats of record; Cabinet B, Slide 27 and Cabinet B, Slide 13, both of the Plat Records of Caldwell County, Texas, in the southeast line of said 68.559 acre tract, for a southeasterly exterior corner of Lot 30, Block 6, Clear Fork Estates, Section 2-B Subdivision, a plat of record in Cabinet B, Slide 13 of the Plat Records of Caldwell County, Texas and for the southeast corner of the tract described herein, from which a found ½" iron rod with a cap stamped "JE Garon RPLS 4303" in the northwest right-of-way line of Clear Fork Street, in the southeast line of said 68.559 acre tract, for the common south corner of Lots 1 & 2, Block 6, Clear Fork Estates, Section One Subdivision, a plat of record in Cabinet A, Slide 165 of the Plat Records of Caldwell County, Texas bears, N 58° 36' 09" E, a distance of 242.98 feet;

THENCE: S 58° 36' 09" W, with the northwest right-of-way line of Clear Fork Street and the southeast line of said 68.559 acre tract, a distance of **834.79 feet** to a set pk nail with a washer stamped "Matkin Hoover Eng. & Survey" in the top of a rock pillar, for the common easterly corner of Lots 30 & 29, Block J, The Meadows at Clear Fork, Section 1 Subdivision, a plat of record in Cabinet B, Slide 27 of the Plat Records of Caldwell County, Texas, the southwest corner of said 68.559 acre tract and the tract described herein;

THENCE: N 30° 53' 12" W, departing the northwest right-of-way line of Clear Fork Street, and with the common line between said 68.559 acre tract and said Block J, The Meadows at Clear Fork, Section 1 Subdivision, a distance of **651.73 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a southwesterly exterior corner of said Lot 30, Block 6, Clear Fork Estates, Section 2-B Subdivision and for the most westerly corner of the tract described herein;

THENCE: With the southerly lines of said Lot 30, Block 6, the following eleven (11) courses:

1. **N 21° 59' 55" E**, a distance of **115.18 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein.
2. **N 53° 11' 55" E**, a distance of **94.49 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein,
3. **S 74° 31' 22" E**, a distance of **36.43 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein,
4. **S 74° 10' 10" E**, a distance of **101.68 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein,
5. **S 75° 51' 37" E**, a distance of **53.77 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein,
6. **S 74° 43' 50" E**, a distance of **125.44 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of curvature of the tract described herein, from which a found ½" iron rod with a cap stamped "Hinkle Surveyors" for the common south corner of Lots 15 & 14 of said Block 6, Clear Fork Estates, Section 2-B Subdivision bears, N 12° 43' 48" W, a distance of 163.65 feet,
7. With a curve to the right having a radius of **570.00 feet**, an arc length of **355.83 feet**, a delta angle of **035° 46' 02"** and a chord bears, **S 56° 38' 14" E**, a distance of **350.08 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of non-tangency and an interior corner of the tract described herein,
8. **N 57° 12' 27" E**, a distance of **179.50 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein, from which found ½" iron rod with a cap stamped

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EXHIBIT "A"

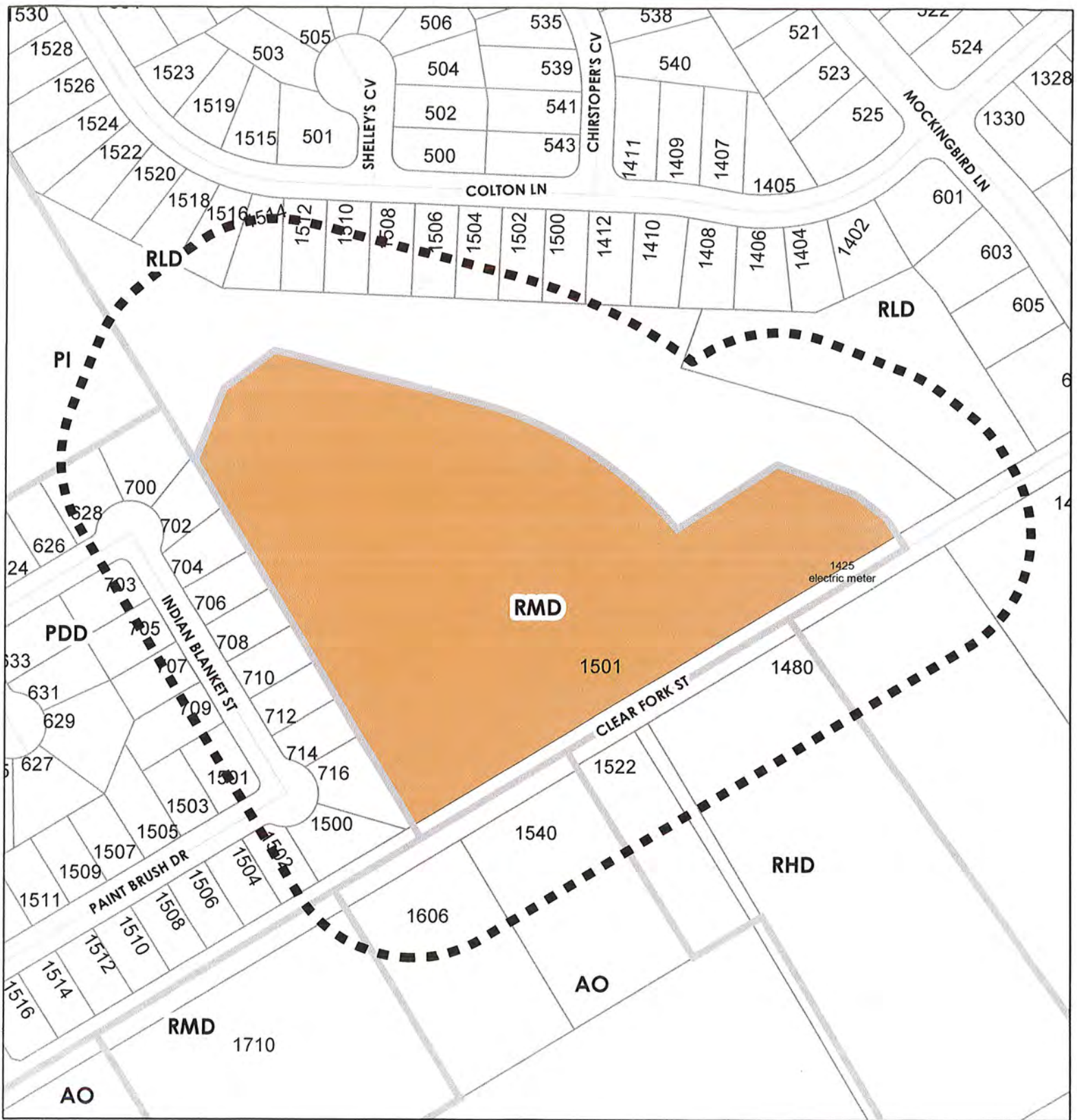


- "HMT" for an angle in the south line of Lot 7 of said Block 6, Clear Fork Estates, Section 2-B Subdivision bears, N 14° 09' 15" E, a distance of 239.38 feet;
9. **S 68° 10' 31" E**, a distance of **127.60 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein,
 10. **S 50° 54' 03" E**, a distance of **58.86 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein, and
 11. **S 31° 21' 32" E**, a distance of **28.47 feet** to the **POINT OF BEGINNING** and containing **8.465 acres** of land situated in the City of Lockhart, Caldwell County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. Distances recited herein are grid distances.

Job # 16-4083.01 8.465 Acres

Date: December 7, 2018



ZC-20-01 & PDD-20-01

HERITAGE PLACE PDD

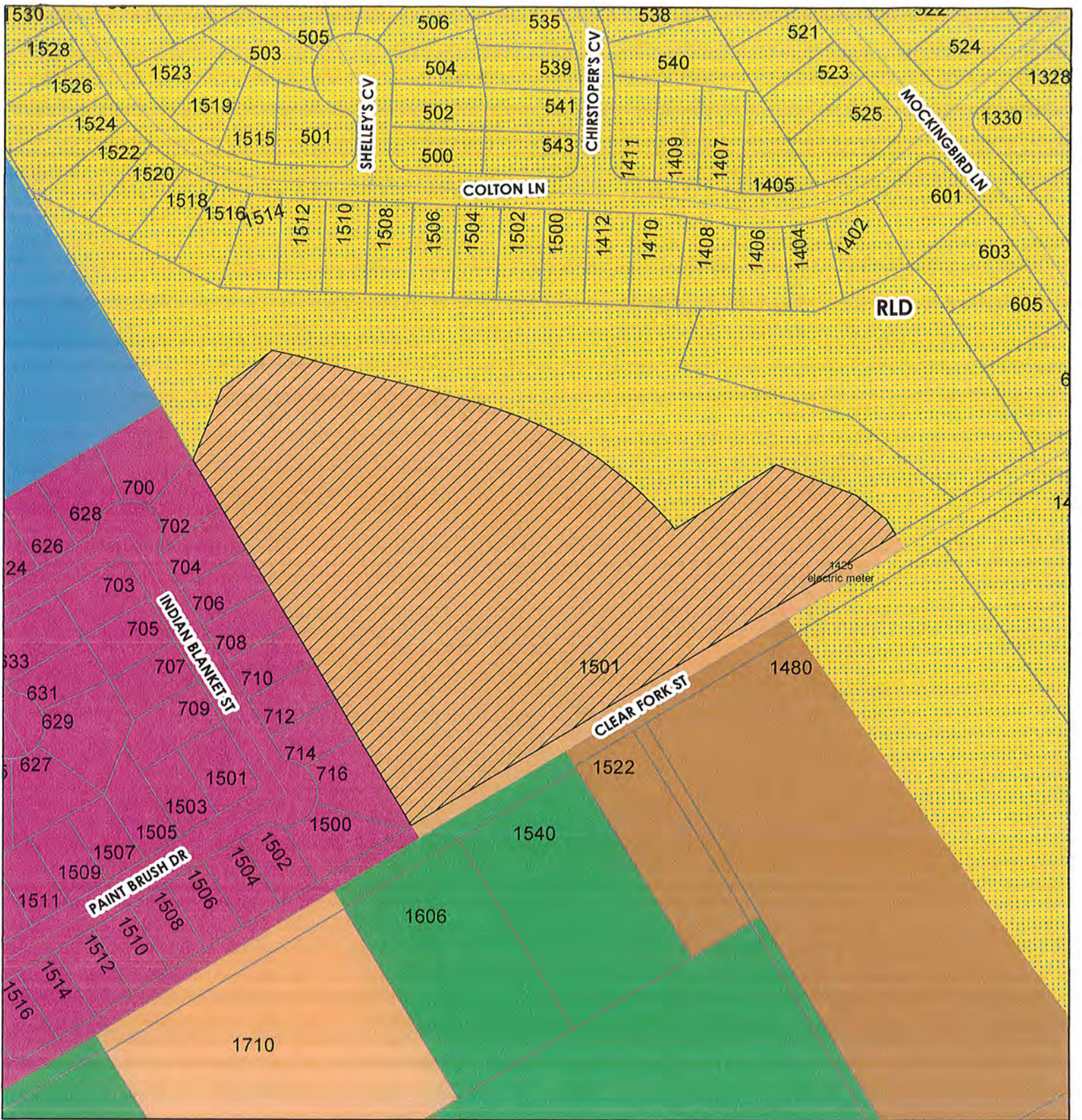
RMD TO PDD

1501 CLEAR FORK ST



scale 1" = 200'

- SUBJECT PROPERTY
- ZONING BOUNDARY
- 200 FT BUFFER



ZC-20-01

RMD TO PDD

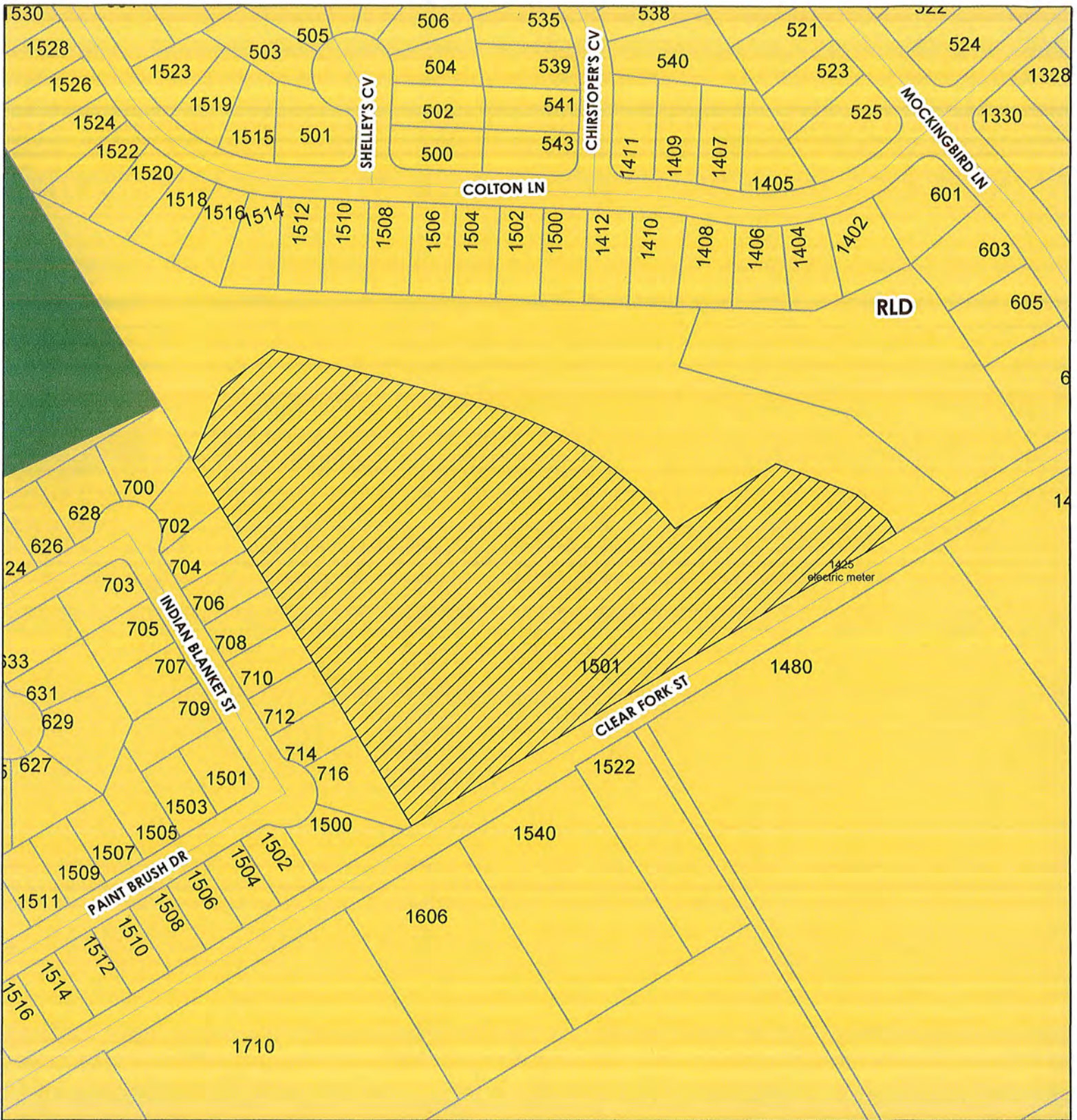
1501 CLEAR FORK ST



scale 1" = 200'

ZONING DISTRICTS

- AGRICULTURAL-OPEN SPACE
- PLANNED DEVELOPMENT
- PUBLIC AND INSTITUTIONAL
- RESIDENTIAL HIGH DENSITY
- RESIDENTIAL LOW DENSITY
- RESIDENTIAL MEDIUM DENSITY



FUTURE LANDUSE

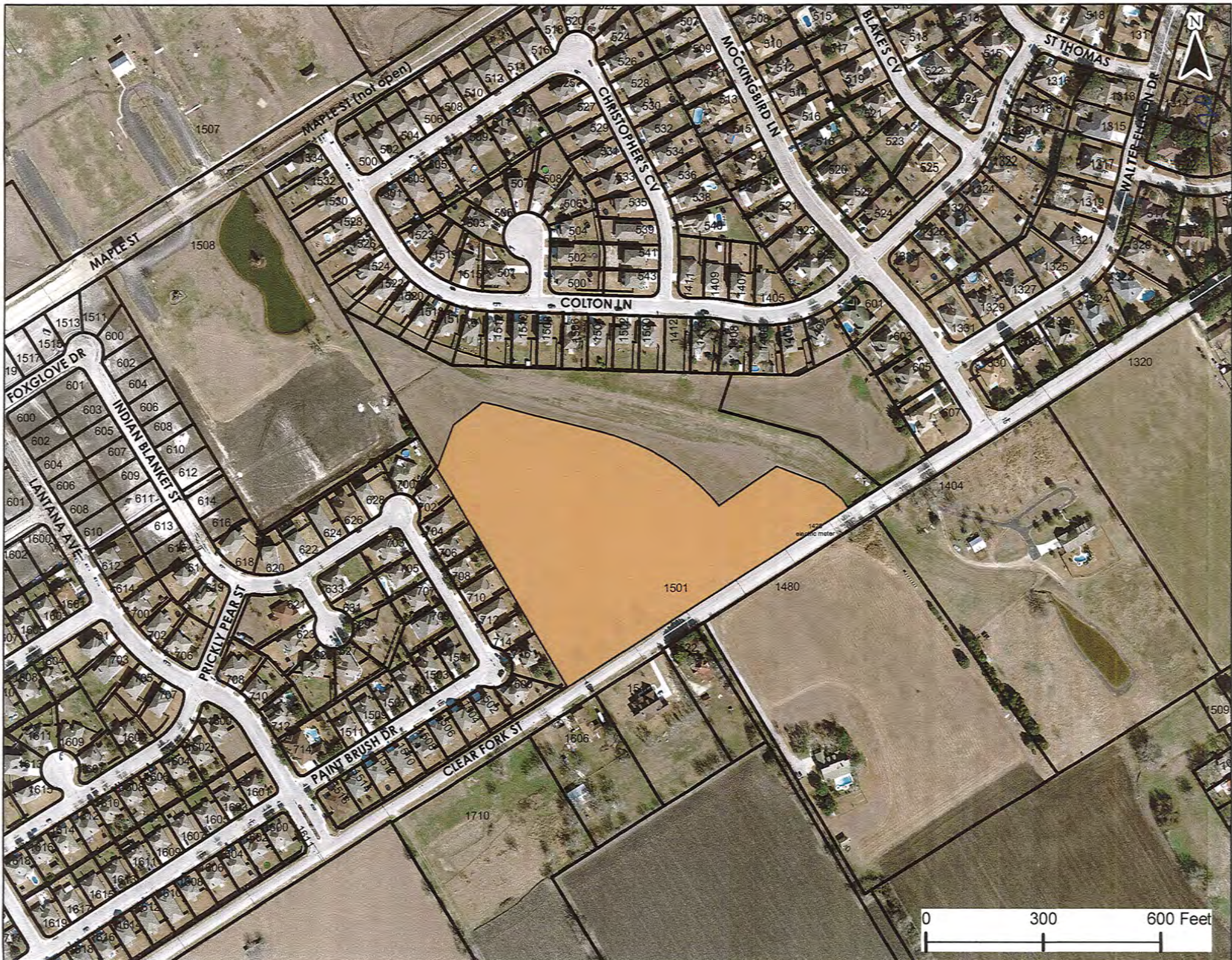
HERITAGE PLACE PDD

1501 CLEAR FORK ST



scale 1" = 200'

- PARKS AND OPEN SPACE
- RESIDENTIAL, LOW DENSITY



PLANNING DEPARTMENT REPORT

ZONING CHANGE

CASE SUMMARY

STAFF: Dan Gibson, City Planner

CASE NUMBER: ZC-20-01

REPORT DATE: January 15, 2020

PLANNING & ZONING COMMISSION HEARING DATE: January 22, 2020

CITY COUNCIL HEARING DATE: February 4, 2020

REQUESTED CHANGE: RMD to PDD

STAFF RECOMMENDATION: **Approval**, with concurrent approval of the PDD development plan

PLANNING & ZONING COMMISSION RECOMMENDATION: **Approval**

BACKGROUND DATA

APPLICANT(S): Matkin Hoover Engineering & Surveying

OWNER(S): Dane Braun

SITE LOCATION: 1501 Clear Fork Street

LEGAL DESCRIPTION: Metes and bounds

SIZE OF PROPERTY: 8.465 acres

EXISTING USE OF PROPERTY: Vacant land

LAND USE PLAN DESIGNATION: Low Density Residential

ANALYSIS OF ISSUES

REASON FOR REQUESTED CHANGE: The subject property was rezoned from RLD to RMD in December 1999, and in January 2000 the Commission approved a specific use permit to allow the PH-2 (patio home) residential development type. The Commission approved a final plat for the patio home subdivision in September 2000, but the subdivision was never developed. The owner is now proposing a mixed residential subdivision including 18 detached single-family dwellings, one building containing six condominium units, and eight duplex condominiums (the interior of each unit is separately owned, while the exterior and land are owned and maintained jointly by the owners or by the homeowner's association). The proposal also includes a private outdoor common area containing a small dog park, a pavilion, and the community mailboxes. In addition, along the east side there is a public hike/bike trail that conforms with the City's Sidewalk/Trail Plan, and a dual-purpose stormwater detention area and public parkland. A sidewalk will connect the public trail and parkland to a centrally located parking area adjacent to the common area. The requested PDD zoning classification is intended to accommodate developments that have unusual characteristics that might require deviations from the normal zoning and/or subdivision standards. In return for such flexibility, the PDD requires more of an up-front commitment on the part of the developer in terms of the site layout, land uses, and amenities. Unlike conventional zoning classifications, which cannot have conditions attached, the PDD classification is subject to the conditions represented by the development plan. The development plan is adopted with the zoning change, and thereafter cannot be changed except through the normal rezoning process. The PDD development plan (PDD-20-01) and preliminary plat (PP-20-01) were submitted with this zoning change application, and the preliminary plat has been approved by the Planning and Zoning Commission (it does not require action by the Council). The zoning change and PDD development plan must be considered concurrently, since the zoning is conditional upon the project being developed as depicted on the plan.

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AREA CHARACTERISTICS:

	Existing Use	Zoning	Land Use Plan
North	Single-family residential	RLD	Low Density Residential
East	Single-family residential	RLD	Low Density Residential
South	Vacant land, scattered homes	AO, RHD, RLD	Low Density Residential
West	Single-family residential, Park (northwest)	PDD, PI	Low Density Residential

TRANSITION OF ZONING DISTRICTS: Because PDD is not a conventional zoning classification, the basis for comparison to other zoning districts would be the development plan, which in this case shows a combination of three residential development types. The adjacent Meadows at Clearfork Subdivision is also zoned PDD due to substandard lot depths, but is otherwise a standard residential subdivision containing detached single-family dwellings.

ADEQUACY OF INFRASTRUCTURE: There is one street providing access to the proposed development from Clear Fork Street, which is adequate for a small subdivision (less than 100 dwelling units). This subdivision contains 40 dwelling units. The entrance street will be extra wide, with a median in the center. Utility lines, sidewalks, park, and drainage facilities will be constructed as required to comply with applicable subdivision standards.

POTENTIAL NEIGHBORHOOD IMPACT: Because the proposed planned development is entirely residential, with a density of only 4.7 units per gross acre, it should be relatively compatible with the abutting subdivisions. The lot sizes and dwelling floor areas will be comparable with those in the the closest existing subdivisions. If the property were zoned RLD, which is the most restrictive conventional residential zoning district, the maximum density allowed would be five units per gross acre. Forty dwelling units have the potential of adding a total of approximately 334 vehicle trips daily (spread over a 24-hour period) to traffic on Clear Fork Street, with each detached single-family dwelling generating approximately ten trips and each condominium (including the duplex-condominiums) generating approximately seven trips.

CONSISTENCY WITH COMPREHENSIVE PLAN: The PDD development plan indicates a combination of residential uses, with a density of 4.7 units per gross acre. This is within the range considered low density and, therefore, would be consistent with the Low Density Residential designation of the Land Use Plan map for this site.

ALTERNATIVE CLASSIFICATIONS: The current RMD zoning would allow single-family, duplex, and condominium uses, either by-right or as a specific use, but would require larger lots in some cases. So, one alternative is to modify the layout to meet all RMD standards. However, the proposed development compensates for the minimum-sized lots by offering generous open-space amenities, including the outdoor common area and the public park area, including a greenbelt for the hike/bike trail. This kind of trade-off is a good example of where PDD zoning is an appropriate solution.

RESPONSE TO NOTIFICATION: There have been a few inquiries by e-mail, by-phone, and in person, but none of them specifically expressed support or opposition, and no written comments have been received. The major concerns were development's potential impact on drainage and traffic in the area.



ZONING CHANGE APPLICATION

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

APPLICANT/OWNER

APPLICANT NAME Jonathan McNamara
DAY-TIME TELEPHONE 830-249-0600
E-MAIL jmcnamara@matkinhoover.com

ADDRESS 8 Spencer Road Ste 100
Boerne, TX 78006

OWNER NAME Dane Braun
DAY-TIME TELEPHONE _____
E-MAIL _____

ADDRESS 3595 Schuelke Road
Niederwald, Tx 78640

PROPERTY

ADDRESS OR GENERAL LOCATION Property between Lantana Ave and Mockingbird Lane on the north side of Clearfork Street.
LEGAL DESCRIPTION (IF PLATTED) N/A
SIZE 8.465 ACRE(S) LAND USE PLAN DESIGNATION Residential Medium Density
EXISTING USE OF LAND AND/OR BUILDING(S) Undeveloped
PROPOSED NEW USE, IF ANY Combination Single Family and Condos

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION RMD
TO PROPOSED ZONING CLASSIFICATION PDD
REASON FOR REQUEST _____
Rezoning from Residential Medium Density to PDD prior to development.

SUBMITTAL REQUIREMENTS

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

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

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

APPLICATION FEE OF \$ 319.30 PAYABLE TO THE CITY OF LOCKHART AS FOLLOWS:

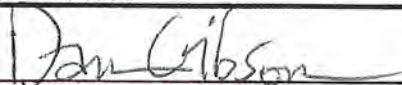
1/4 acre or less	\$125
Between 1/4 and one acre	\$150
One acre or greater	\$170 plus \$20.00 per each acre over one acre

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

SIGNATURE 

DATE Jan 2, 2020

OFFICE USE ONLY

ACCEPTED BY 

RECEIPT NUMBER 913042

DATE SUBMITTED 1-6-20

CASE NUMBER ZC 20-01

DATE NOTICES MAILED 1-7-2020

DATE NOTICE PUBLISHED 1-9-2020

PLANNING AND ZONING COMMISSION MEETING DATE 1-22-2020

PLANNING AND ZONING COMMISSION RECOMMENDATION Approval

CITY COUNCIL MEETING DATE 2-4-20

DECISION _____



Letter of Agency

October 08, 2019

City of Lockhart
Planning and Zoning

Re: Plat, Zoning, PDD – Heritage Place

To Whom It May Concern,

Please be advised that Joshua Valenta, Registered Professional and Jonathan McNamara, Assistant Project Manager with Matkin-Hoover Engineering and Surveying, are hereby authorized to represent me as my agent at and with all matters of subdivision platting and planning.

Thank you for your consideration of this matter. If you have any questions, please feel free to call.

Sincerely,

DANE BRAUN (Authorizer)
Dane Braun (Address)
3095 SCHUELKE ROAD
NIEDERWALD TX. 78640
Phone #: 512-844-6781

CASE SUMMARY

STAFF CONTACT: Kevin Waller, Assistant City Planner
REPORT DATE: January 17, 2020
PLANNING & ZONING COMMISSION DATE: January 22, 2020
CITY COUNCIL DATE: February 4, 2020
STAFF RECOMMENDATION: *Approval*
SUGGESTED CONDITIONS: None
PLANNING & ZONING COMMISSION ACTION: *Approval*

CASE NUMBER: PDD-20-01

BACKGROUND DATA

ENGINEER: Jonathan McNamara, E.I.T., Matkin-Hoover Engineering & Surveying
SURVEYOR: Kyle Pressler, Matkin-Hoover Engineering & Surveying
OWNER: Dane Braun, Lockhart II Partners, Ltd.
SITE LOCATION: 1501 Clear Fork St.
SUBDIVISION NAME: **Heritage Place Planned Development District**
SIZE OF PROPERTY: 8.465 acres
NUMBER OF LOTS: 27 residential, one private open-space, one public park/stormwater-detention with hike/bike trail greenbelt
EXISTING USE OF PROPERTY: Vacant
ZONING CLASSIFICATION: RMD (Residential Medium Density District)

ANALYSIS OF ISSUES

PROPOSED DEVELOPMENT: This plan accompanies Zoning Change request ZC-20-01 from RMD to PDD for the same property. Unlike conventional zoning classifications, which cannot have conditions attached, the PDD classification is subject to the conditions represented by the development plan. The development plan is adopted with the zoning change, and thereafter cannot be changed except through the normal rezoning process. The PDD zoning classification is intended to accommodate developments that have unusual characteristics that might require deviations from the normal zoning and/or subdivision standards. In return for such flexibility, the PDD requires more of an up-front commitment on the part of the developer in terms of the site layout, land uses, and amenities. The zoning change and PDD development plan must be considered concurrently, since the zoning is conditional upon the project being developed as depicted on the plan.

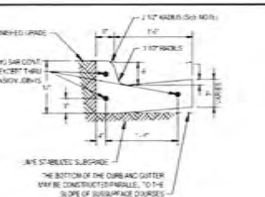
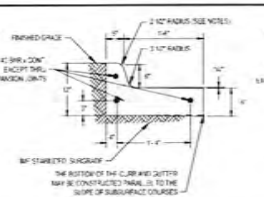
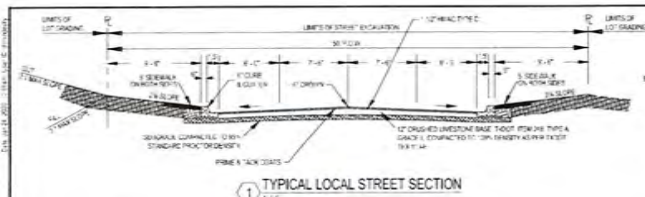
The proposal is for a mixed-residential development, consisting of 18 detached single-family residential lots, eight duplex lots (16 dwelling units), and one condominium lot with six attached units, for a total of 40 residential units. A common area lot is proposed in the center of the development that will contain a pavilion, dog park, and community mailbox area, all of which is limited to the use of the subdivision residents. A public parkland and stormwater detention lot, which is to be maintained by the City, is proposed in the subdivision's eastern portion, which will also contain a hike and bike trail that is generally consistent with the City's Sidewalk and Trail Plan in terms of location and alignment. A trail connection between residential lots on the east side of Block A will allow access to the trail from the internal street, Heritage Circle. This trail will be open to the public, in addition to subdivision residents, with parking across the street from the trail access in spaces that are available to the public. A private driveway located between the common area lot and the condominium lot will provide access to the six-unit condominium garages. Monument signage is proposed at the subdivision's entry point where the proposed Heritage Circle intersects Clear Fork Street. The development will be screened with wooden fencing, including masonry columns, around its perimeter. The subdivision will be governed by a Homeowner's Association, for which a Master Covenant document will be submitted at the time of final plat consideration.

NEIGHBORHOOD COMPATIBILITY: The subject property is bounded to the west, north, and east by single-family residential developments with lots of similar size, including the Meadows at Clear Fork Section One to the west, and Clearfork Estates to the north and east. Across Clear Fork Street to the south is a mixture of larger-lot residential and agricultural uses. The proposed development, therefore, will be consistent with surrounding land uses, and close an existing gap between residential subdivisions. A Trip Generation Report was submitted with the application, which shows weekday vehicular trips ranging from 23.2 to 28.8 for the morning and afternoon/evening peak hours, 22.4 trips on the Saturday peak hour, and 17.6 trips on the Sunday peak hour.

FORM AND CONTENT: The PDD Development Plan conforms to all minimum requirements for form and content.

COMPLIANCE WITH STANDARDS: The proposed development will comply with all applicable standards, including construction of new streets, sidewalks/trails, utilities, stormwater drainage, and parkland.

ADDITIONAL REQUIREMENTS: None.

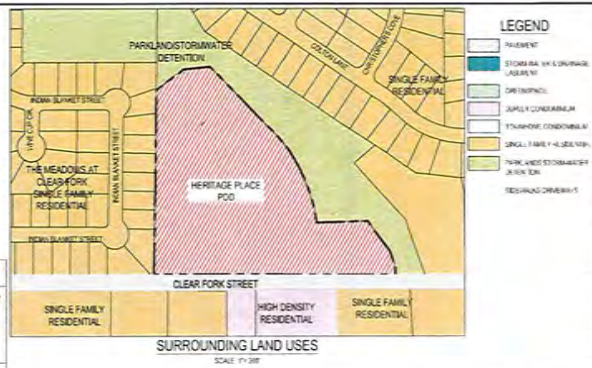
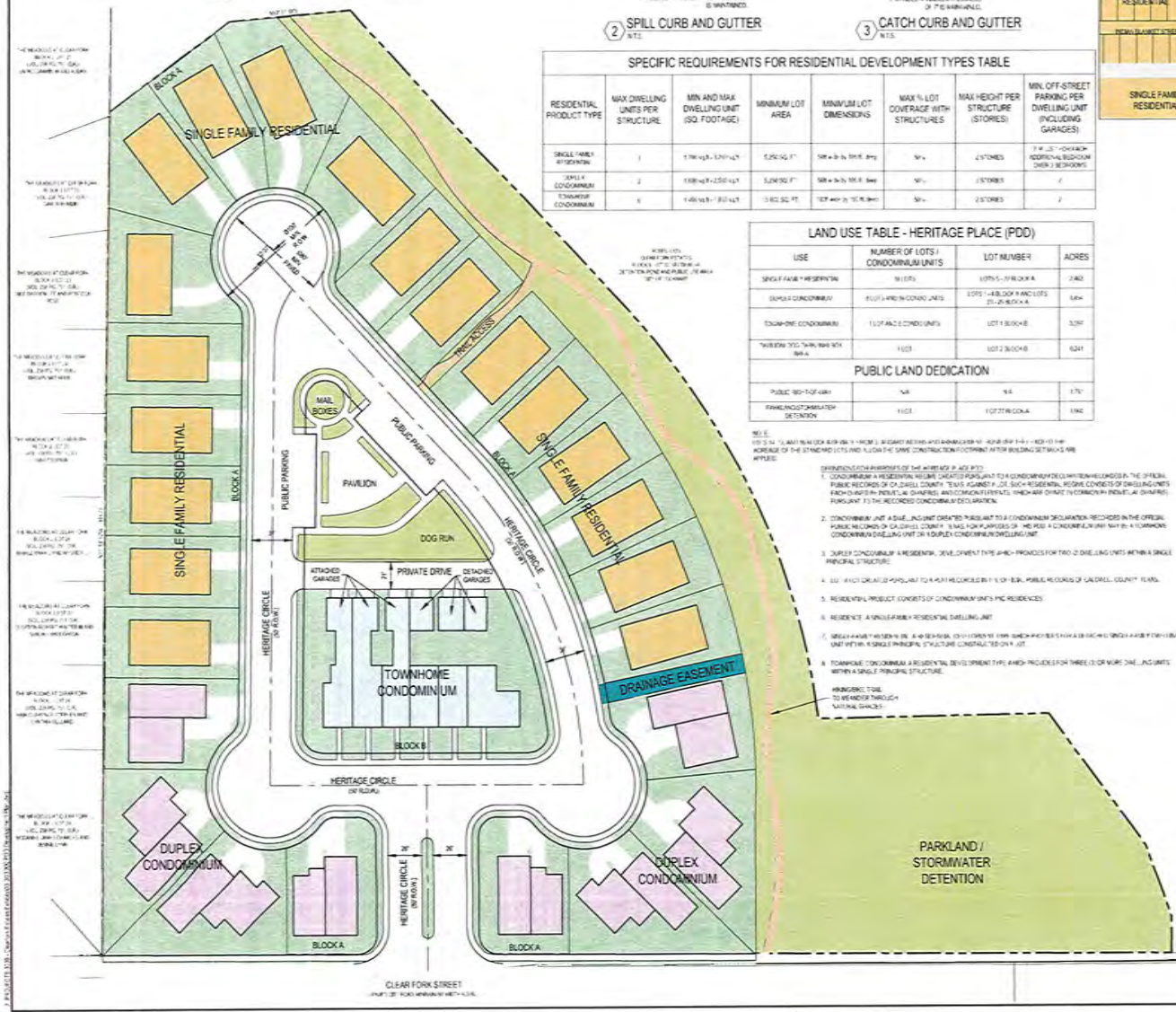


SPECIFIC REQUIREMENTS FOR RESIDENTIAL DEVELOPMENT TYPES TABLE

RESIDENTIAL PRODUCT TYPE	MAX DWELLING UNITS PER STRUCTURE	MIN AND MAX DWELLING UNIT (SQ FOOTAGE)	MINIMUM LOT AREA	MINIMUM LOT DIMENSIONS	MAX % LOT COVERAGE FOR STRUCTURES	MAX HEIGHT PER STRUCTURE (STORIES)	MIN. OFF-STREET PARKING PER DWELLING UNIT (INCLUDING GARAGES)
SINGLE FAMILY RESIDENTIAL	1	1,700 sq ft - 3,750 sq ft	5,250 sq ft	50' x 30' by 30' (any)	50%	2 STORES	1.5 - 2.0 (1-2000 sq ft) - 2.0 (2000-3000 sq ft) - 2.5 (3000-4000 sq ft) - 3.0 (4000-5000 sq ft)
SINGLE FAMILY CONDOMINIUM	2	1,000 sq ft - 2,250 sq ft	5,250 sq ft	50' x 30' by 30' (any)	50%	2 STORES	1.5 - 2.0 (1-2000 sq ft) - 2.0 (2000-3000 sq ft) - 2.5 (3000-4000 sq ft) - 3.0 (4000-5000 sq ft)
TOWNHOME CONDOMINIUM	6	1,400 sq ft - 2,000 sq ft	3,850 sq ft	70' x 30' by 30' (any)	50%	2 STORES	1.5 - 2.0 (1-2000 sq ft) - 2.0 (2000-3000 sq ft) - 2.5 (3000-4000 sq ft) - 3.0 (4000-5000 sq ft)

LAND USE TABLE - HERITAGE PLACE (PDD)

USE	NUMBER OF LOTS / CONDOMINIUM UNITS	LOT NUMBER	ACRES
SINGLE FAMILY RESIDENTIAL	18 UNITS	1075-1170 BLOCK A	2.62
CONDOMINIUM	1024 UNITS IN CONDO UNITS	1075-1170 BLOCK A AND 1075-1170 BLOCK B	6.84
TOWNHOME CONDOMINIUM	112 TOWNHOME CONDOMINIUM UNITS	1071-1074 BLOCK B	3.33
TOWNHOME CONDOMINIUM	112	1071-1074 BLOCK B	6.24
PUBLIC USE (OFFICE)	1	1071-1074 BLOCK B	1.70
PARKLAND / STORMWATER DETENTION	112	1127-1128 BLOCK A	1.92



- SECTION 100.01 OF THE CITY OF LOCKHART CODE OF ORDINANCES SHALL BE APPLIED TO THE FINAL DEVELOPMENT PLAN AND THE SUBSEQUENT LAYOUT OF THE DEVELOPMENT. THE DEVELOPMENT SHALL BE SUBJECT TO THE CITY OF LOCKHART'S ZONING ORDINANCES AND SHALL BE SUBJECT TO THE CITY OF LOCKHART'S ZONING ORDINANCES.
- THE SUBMITTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LOCKHART AND THE STATE OF TEXAS.
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MATKINHOOPER
RESIDENTIAL & SURVEYING

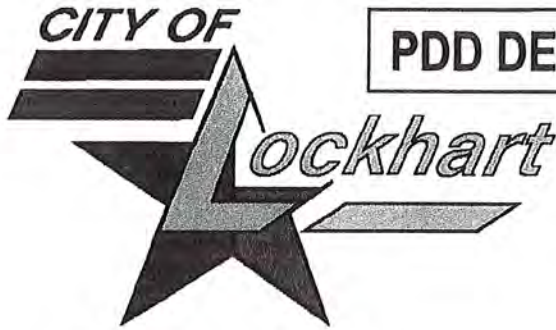
1000 W. 15TH STREET, SUITE 100, LOCKHART, TEXAS 78743
PH: 512.858.1111
WWW.MATKINHOOPER.COM

PDD DEVELOPMENT PLAN FOR HERITAGE PLACE SUBDIVISION
LOCKHART, CALDWELL COUNTY, TEXAS

PDD

JOB NO: 2025.00
DESIGNED BY: JRM
DRAWN BY: DGB
CHECKED BY: JRM
SHEET # OF: 01

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PDD DEVELOPMENT PLAN APPLICATION

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

APPLICANT/OWNER

APPLICANT NAME Jonathan McNamara ADDRESS 8 Spencer Road Ste 100
DAY-TIME TELEPHONE 830-249-0600 Boerne, TX. 78006
E-MAIL jmcnamara@matkinhoover.com
OWNER NAME Dane Braun ADDRESS 3595 Schuelke Road
DAY-TIME TELEPHONE 512-844-6781 Niederwalk, TX. 78640
E-MAIL dbraun21363@yahoo.com

PROPERTY

ADDRESS OR GENERAL LOCATION - 1501 Clear Fork St. -
Property between Lantana Ave and Mockingbird Lane on the north side of Clearfork Street
LEGAL DESCRIPTION (IF PLATTED) N/A
PROPOSED SUBDIVISION NAME, IF NOT PLATTED Heritage Place
SIZE 8.465 ACRE(S) ZONING CLASSIFICATION Residential Medium Density
EXISTING USE OF LAND AND BUILDINGS Undeveloped

PROPOSED DEVELOPMENT

PROPOSED USE OF LAND AND BUILDINGS Single Family Homes, Duplex Condominiums,
and Town home Condominiums.
NUMBER OF LOTS 29 TOTAL NUMBER OF DWELLING UNITS, IF ANY 40
RESIDENTIAL DENSITY 8.86 UNITS/ACRE
TOTAL LAND AREA ALLOCATED TO RESIDENTIAL USE, IF ANY 4.514 ACRE(S)
TOTAL LAND AREA ALLOCATED TO NON-RESIDENTIAL USE, IF ANY 3.951 ACRE(S)

SUBMITTAL REQUIREMENTS

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

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

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

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

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

Four copies for initial staff review.

Ten copies after initial staff review.

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

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

SIGNATURE 

DATE Jun 2, 2020

OFFICE USE ONLY

ACCEPTED BY Kevin Waller

DATE SUBMITTED 1/6/20

ZONING CASE NUMBER ZC - 20 - 01

PLAN CASE NUMBER PDD - 20 - 01

PLANNING AND ZONING COMMISSION MEETING DATE 1/22/20

DECISION PEZ Commission recommended Approval.

CONDITIONS _____



Letter of Agency

October 08, 2019

City of Lockhart
Planning and Zoning

Re: Plat, Zoning, PDD – Heritage Place

To Whom It May Concern,

Please be advised that Joshua Valenta, Registered Professional and Jonathan McNamara, Assistant Project Manager with Matkin-Hoover Engineering and Surveying, are hereby authorized to represent me as my agent at and with all matters of subdivision platting and planning.

Thank you for your consideration of this matter. If you have any questions, please feel free to call.

Sincerely,

DANE BRAUN (Authorizer)
Dane Braun (Address)
3090 SCHUELKE ROAD
NIEDERWALD, TX. 78640
Phone #: 512-844-6781

**LOCKHART CITY COUNCIL
REGULAR MEETING**

JANUARY 7, 2020

6:30 P.M.

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

Council present:

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

Mayor Lew White
Councilmember Derrick David Bryant
Councilmember Kara McGregor
Councilmember Brad Westmoreland

Staff present:

Steven Lewis, City Manager
Monte Akers, City Attorney
Pam Larison, Finance Director

Connie Constancio, City Secretary
Miles Smith, Public Information Officer
Julie Bowermon, Civil Service/HR Director

Citizens/Visitors Addressing the Council: None.

Work Session 6:30 p.m.

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

DISCUSSION ONLY

A. DISCUSS DECEMBER 3, 2019 AND DECEMBER 17, 2019 COUNCIL MINUTES.

Mayor White requested corrections. There were none.

B. DISCUSS SELECTION OF EVERGREEN SOLUTIONS, LLC OF TALLAHASSEE, FLORIDA TO CONDUCT A CLASSIFICATION AND COMPENSATION STUDY, AND APPOINTING THE MAYOR TO EXECUTE THE AGREEMENT.

Ms. Bowermon stated that in the Fiscal Year 2019-2020 budget, the Council approved a one-time expenditure for a classification and compensation study (CCS). The CCS reviews internal equity (pay relationships between positions) and external competitiveness (pay relationships with labor market competitors). A system creates a transparent and methodical approach that the City can continue to use to ensure that current and future employees are placed in the appropriate job classification and pay grade. Request for proposals were sought and eight proposals were received with a not-to-exceed cost range of \$23,956 to \$52,000. After reviewing the proposals, staff recommended the selection of Evergreen Solutions, LLC with a not-to-exceed cost of \$24,000. Evergreen Solutions has conducted studies for numerous municipal governments in Texas. Previous clients include the City of Buda, City of Lakeway, and City of Fredericksburg of which all provided positive feedback regarding the study process and results received from Evergreen. If approved by Council, Evergreen will return to the City Council and provide an in-depth presentation of the study process and address any questions or requests for additional information at that time. The project is anticipated to begin January 14, 2020 and take approximately three months to complete. Ms. Bowermon recommended approval. There was discussion.

C. DISCUSS RESOLUTION 2020-01 SUSPENDING THE FEBRUARY 6, 2020 EFFECTIVE DATE OF TEXAS GAS SERVICE COMPANY’S REQUESTED INCREASE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH OTHER CITIES IN THE TEXAS GAS SERVICE COMPANY’S CENTRAL TEXAS AND GULF COAST SERVICE AREAS; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; AUTHORIZING INTERVENTION IN GUD NO. 10928 AT THE RAILROAD COMMISSION; REQUIRING REIMBURSEMENT OF CITIES’ RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

Mr. Akers provided a history about how the Texas Gas Service rates are amended and monitored by the Public Utility Commission. Texas Gas Service (TGS) filed its Statement of Intent to increase gas rates at the Railroad Commission of Texas and in all municipalities exercising original jurisdiction within the City of Beaumont and the incorporated areas of the Central Texas Service Area and Gulf Coast Service Area, effective February 6, 2020. TGS is seeking to increase its gas rates on a system-wide basis by \$17 million per year, which is an increase of 9.43% including gas costs, or 15.64% excluding gas costs.

The resolution suspends the February 6, 2020 effective date of the TGS rate increase for the maximum period permitted by law to allow the City to evaluate the filing, to determine whether the filing complies with the law, and if lawful, to determine what further strategy, including settlement, to pursue. The law provides that a rate request cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, TGS’s rate request is deemed approved. There was discussion.

D. DISCUSS HOTEL OCCUPANCY TAX (HOT) ADVISORY BOARD APPOINTMENTS.

Mr. Lewis stated that on December 3, 2019, the Council appointed the following individuals to the HOT Advisory Board: Acting Members: Ray Sanders, Alfredo Munoz, Archana “Archie” Gandhi, Janet Grigar, Steve Lewis and/or Pam Larison and, Alternate Members: Sally Daniel and Roxanne Rix. The HOT Advisory Board held their initial meeting on December 18, 2019. During the meeting, Janet Grigar requested to be an Alternate member instead of an Acting member. Roxanne Rix thereafter agreed to serve as an Acting member instead of an Alternate. It was the consensus of the HOT Board to recommend that Janet Grigar serve as an Alternate member and Roxanne Rix as an Acting member. Staff concurs with the member transition. There was discussion.

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

REGULAR MEETING

ITEM 1. CALL TO ORDER.

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

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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

ITEM 3. PUBLIC COMMENT.

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

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ITEM 4-A. DISCUSSION AND/OR ACTION TO CONSIDER DECEMBER 3, 2019 AND DECEMBER 17, 2019 COUNCIL MINUTES.

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

ITEM 4-B. DISCUSSION AND/OR ACTION REGARDING SELECTION OF EVERGREEN SOLUTIONS, LLC OF TALLAHASSEE, FLORIDA TO CONDUCT A CLASSIFICATION AND COMPENSATION STUDY, AND APPOINTING THE MAYOR TO EXECUTE THE AGREEMENT.

Councilmember Michelson made a motion to approve the selection of Evergreen Solution, LLC, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 4-C. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2020-01 SUSPENDING THE FEBRUARY 6, 2020 EFFECTIVE DATE OF TEXAS GAS SERVICE COMPANY'S REQUESTED INCREASE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH OTHER CITIES IN THE TEXAS GAS SERVICE COMPANY'S CENTRAL TEXAS AND GULF COAST SERVICE AREAS; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; AUTHORIZING INTERVENTION IN GUD NO. 10928 AT THE RAILROAD COMMISSION; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

Councilmember McGregor made a motion to approve Resolution 2020-01, as presented. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

ITEM 4-D. DISCUSSION AND/OR ACTION REGARDING HOTEL OCCUPANCY TAX (HOT) ADVISORY BOARD APPOINTMENTS.

Mayor Pro-Tem Sanchez made a motion to appoint Roxanne Rix as an Acting member and Janet Grigar as an Alternate member. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

ITEM 4-E. DISCUSSION AND/OR ACTION REGARDING APPOINTMENTS TO VARIOUS BOARDS, COMMISSIONS OR COMMITTEES.

Mayor White requested appointments to boards and commissions.

Mayor Pro-Tem Sanchez made a motion to reappoint the following members. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

Re-appointments by Mayor Pro-Tem Sanchez:

- Andrew Reyes – Airport Advisory Board
- Laura Cline – Board of Adjustment
- Paul Martinez – Construction Board
- Irene Yanez – Economic Development Revolving Loan Committee
- Alfredo Munoz – Lockhart Economic Development Corporation (LEDC)
- Jodi King – Library Board
- Philip Ruiz – Planning and Zoning Commission

Councilmember Westmoreland stated that he received a verbal resignation from Christina Black as a member of the Planning and Zoning Commission. He stated that he will replace the position soon.

ITEM 5. CITY MANAGER’S REPORT, PRESENTATION AND POSSIBLE DISCUSSION.

- Norman Alston Architects is preparing a maintenance Master Plan for the Clark Library complex.
- Mr. Scott Joslove with the Texas Hotel & Lodging Association will present a workshop regarding the distribution and uses of Municipal Hotel/Motel taxes on January 23, 2020 from 6:00 p.m. – 8:00 p.m. in the Council Chambers. Those invited to the workshop are the HOT Advisory Board, City Council, and organizations that receive HOT funds. The workshop is open to the public.
- On December 18, 2019, GBRA issued the City of Lockhart a refund in the amount of \$312,122. Approximately two-thirds of this amount resulted from the wastewater treatment septic tank hauler fees coming in over budget, and the remainder was due to the water well rehabilitation being postponed and lower than anticipated power and utilities, chemical and laboratory costs.
- Update on the Caldwell County Complete Count activities related to the 2020 Census.
- Update concerning the trail project in City Park and other city wide playscapes and shade structure projects.
- The City Council will conduct its annual Strategic Priorities Retreat the afternoon of January 17th and the morning of January 18th.
- Library Updates:
 - TAX Aide in February – AARP volunteers will be at the library assisting with filing tax forms on Mondays from 9 a.m. to 12(noon) and on Thursdays from 4 p.m. to 7 p.m. This service is free and registration will be required. Tax forms will also be available at the library soon.
 - Amnesty Month at the Library – Library past dues fees will be waived in January. The library encourages patrons to take advantage of amnesty month.

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

Councilmember Westmoreland thanked all involved with the festive holiday decorations in Lockhart. He wished everyone the best in 2020.

Councilmember Mendoza announced events during the MLK March on January 20.

Mayor Pro-Tem Sanchez expressed condolences to the families of Dorothy Buckner, Robert Martinez, Leo Reyes, Roger Haug, Santos Ramirez and to the citizens and family of Councilmember Gerald Jimenez in Floresville for their loss.

Councilmember McGregor expressed condolences to the families of Mark Holm and Rich Harney.

Councilmember Bryant wished everyone a Happy New Year. He invited everyone to the MLK March on January 20th. He congratulated the Lockhart ISD teachers for participating in a spending spree and he welcomed all ISD teachers and students back to school.

Councilmember Michelson wished everyone a Happy New Year and looked forward to good things in the city for 2020.

Mayor White wished everyone a Happy New Year. He expressed condolences to those that have recently lost a loved one.

ITEM 7. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 7:58 p.m.

PASSED and APPROVED this the 4th day of February 2020.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

REGULAR MEETING
LOCKHART CITY COUNCIL

JANUARY 21, 2020

6:30 P.M.

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

Council present:

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

Mayor Lew White
Councilmember Derrick David Bryant
Councilmember Kara McGregor
Councilmember Brad Westmoreland

Staff present:

Steven Lewis, City Manager
Will Trevino, City Attorney
Sean Kelley, Public Works Director
Randy Jenkins, Fire Chief

Connie Constancio, City Secretary
Miles Smith, Public Information Officer
Pam Larison, Finance Director

Citizens/Visitors Addressing the Council: Students of Lockhart Junior High School Robotics Team; Gandolf Burrus and Katerina Dittimore of Grant Development Services; and Jeff Dahn of TRC Companies.

Work Session 6:30 p.m.

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

PRESENTATION ONLY

A. PRESENTATION BY THE LOCKHART JUNIOR HIGH SCHOOL ROBOTICS TEAM, *THE LEGO LUNAS*, REGARDING PUBLIC SAFETY MEASURES DURING FLASH FLOODS.

The Lego Lunas of the Lockhart Junior High School presented information and explained methods to assist with public safety measures during flash floods.

DISCUSSION ONLY

A. PRESENTATION OF THE CITY OF LOCKHART 2019 ANNUAL REPORT.

Mr. Lewis presented the report. There was brief discussion.

B. DISCUSS RESOLUTION 2020-02 AUTHORIZING SIGNORS IN CONNECTION WITH THE 2019 TEXAS DEPARTMENT OF AGRICULTURE (TDA) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT #7219231 DOCUMENTS.

and

C. DISCUSS RESOLUTION 2020-03 AUTHORIZING THE APPROVAL OF THE FOLLOWING DOCUMENTS, POLICIES, PROCEDURES AND PROCLAMATION ASSOCIATED WITH THE TEXAS DEPARTMENT OF AGRICULTURE (TDA) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT 7219231 AS REQUIRED BY THE CIVIL RIGHTS REQUIREMENTS OF TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT AND FAIR HOUSING LAW: 1) CITIZEN PARTICIPATION PLAN AND GRIEVANCE PROCEDURES; 2) SECTION 3 POLICY; 3) EXCESSIVE FORCE POLICY; 4) FAIR HOUSING PROCLAMATION; 5) LIMITED ENGLISH PROFICIENCY PLAN; 6) SECTION 504 POLICY AND GRIEVANCE PROCEDURES; AND, 7) CODE OF CONDUCT.

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Mr. Kelley stated that during the February 5, 2019 meeting, the Council approved Resolution 2019-05 that authorized submission of the TDA CDBG grant. Grant Development Services thereafter submitted the application for a grant in the amount of \$300,000. The City was recently informed that Lockhart was awarded the grant. These documents are another portion of the grant requirements of which the City must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability. The Resolution contains the statement that, in accordance with Section 504 of the Rehabilitation Act of 1973, the City of Lockhart does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds.

Mayor White requested representatives of Grant Development Services to address the Council.

Gandolf Burrus and Katerina Dittmore of Grant Development Services briefly explained the requirements of the grant award, which includes submission of Resolutions 2020-02 and 2020-03 and their supporting documents to the TDA. There was brief discussion.

D. DISCUSS THE 1ST QUARTER FISCAL YEAR 2020 INVESTMENT REPORT.

Ms. Larison stated that the Texas Public Funds Investment Act requires local governments to review and accept Quarterly Investment Reports for each quarterly reporting period of the year. She provided the following information and there was discussion regarding the first quarter report for Fiscal Year 2020 ending December 31, 2019: 1) Quarterly Investment Report; 2) Investment Portfolio Summary; 3) Cash Accounts; 4) Marketable Securities Transaction Summary; 5) Investment Pool Transactions Summary; 6) Certificates of Deposit Transaction Summary; 7) Investment Pools; and, 8) Bank Collateralization.

E. DISCUSS THE SUBMISSION OF A COMMUNITY DEVELOPMENT PARTNERSHIP PROGRAM (CDPP) GRANT APPLICATION TO THE LOWER COLORADO RIVER AUTHORITY (LCRA) AND AUTHORIZING THE MAYOR TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT PARTNERSHIP PROGRAM (CDPP).

Chief Jenkins stated that the CDPP grant provides funds for community projects to include fire departments within the LCRA service territory. The maximum equipment award is \$25,000 with a minimum 20% (\$5,000) match. The proposed equipment includes three Self-Contained Breathing Apparatus (SCBA), six SCBA cylinders, and thirteen SCBA masks. SCBA's are worn by firefighters in any Immediately Dangerous to Life & Health atmosphere. Estimated project cost is \$23,147 with an estimated match of \$4,629. Chief Jenkins recommended approval. There was discussion.

F. DISCUSS ORDINANCE 2020-01 REPEALING ORDINANCE 02-50, IN ITS ENTIRETY, REPEALING ASSOCIATED CONSTRUCTION STANDARDS PREVIOUSLY ADOPTED AND ESTABLISHING AND ADOPTING NEW CONSTRUCTION STANDARDS.

Mr. Kelley stated that since the Construction Standards were initially adopted in 1987, there have been several revisions. Staff and the City Engineer have recently worked on updating many sections of the Construction Standards that are out of date and need to be updated to abide by the current infrastructure and design requirements of regulatory agencies such as: sidewalks, streets, water, wastewater, storm sewer, electric, driveway approaches and ADA compliance within the right-of-way. Adopting the new improved Construction Standards would provide the city and staff with assurance that new infrastructure has been constructed to a higher standard, lessening the cost of maintenance over the lifespan of the infrastructure. He introduced Jeff Dahn of TRC Companies to provide explanation about several revisions.

Jeff Dahn of TRC Companies, provided a summary about the updated Construction Standards that is proposed to replace the current version. There was discussion.

RECESS: Mayor White announced that the Council would recess for a break at 7:22 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER.

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

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

Mayor Pro-Tem Sanchez gave the Invocation and led the Pledge of Allegiance to the United States and Texas flags.

ITEM 3. PUBLIC COMMENT.

Mayor White requested citizens comments. There were none.

ITEM 4. PRESENTATION OF THE CITY OF LOCKHART 2019 ANNUAL REPORT.

Mayor White announced that the presentation was made during the work session.

ITEM 5. CONSENT AGENDA

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

- 5A: Approve Resolution 2020-02 authorizing signors in connection with the 2019 Texas Department of Agriculture (TDA) Community Development Block Grant (CDBG) Project #7219231 documents.
- 5B: Approve Resolution 2020-03 authorizing the approval of the following documents, policies, procedures and proclamation associated with the Texas Department of Agriculture (TDA) Community Development Block Grant (CDBG) Project 7219231 as required by the Civil Rights requirements of Title I of the Housing and Community Development Act and Fair Housing law: 1) Citizen Participation Plan and Grievance Procedures; 2) Section 3 Policy; 3) Excessive Force Policy; 4) Fair Housing Proclamation; 5) Limited English Proficiency Plan; 6) Section 504 Policy and Grievance Procedures; and, 7) Code of Conduct.
- 5C: Accept the 1st Quarter Fiscal Year 2020 Investment Report.
- 5D: Authorize the submission of a Community Development Partnership Program (CDPP) Grant application to the Lower Colorado River Authority (LCRA) and authorizing the Mayor to act as the City's executive officer and authorized representative in all matters pertaining to the City's participation in the Community Development Partnership Program (CDPP).

ITEM 6-A. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2020-01 REPEALING ORDINANCE 02-50, IN ITS ENTIRETY, REPEALING ASSOCIATED CONSTRUCTION STANDARDS PREVIOUSLY ADOPTED AND ESTABLISHING AND ADOPTING NEW CONSTRUCTION STANDARDS.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2020-01, as presented. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

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

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

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

- Fiscal Year 2019-2020 Budget Update – First Quarter Period.
- Updates by the Guadalupe-Blanco River Authority regarding Wastewater permit renewals:
 - Lockhart - Larremore facility - comments on the draft permit were submitted to TCEQ on December 9, 2019.
 - Lockhart - FM 20 facility – under technical review with TCEQ. GBRA is waiting to receive a draft permit.
 - Both permits expire on February 1, 2020. However, the current permits will remain valid until the new permits are issued.
 - Once the approved draft permits are received by TCEQ, a 2nd notice will be published in newspapers giving the public 30 days to make comments. The permits will be issued after the 30-day public comment period.
- Library Updates:
 - January 16 - Friends of the Library Annual Meeting.
 - January 27 - AARP Tax Aid Registration begins.
 - January 28 - Evenings with the Songwriter special guest Leeann Atherton.
 - March 12 - Preparations for a college fair.
- Police Officer entrance exam was held Saturday, January 11, 2020 resulting in one candidate. The next Police Officer exam is scheduled for Saturday, February 29, 2020. Police staff will be traveling to area police academies to recruit.
- Public Works Updates:
 - City staff is about 95% laying the 12” water main along FM 1322. Staff will complete the project when the weather clears up.
 - The third section of the pedestal for the new elevated water tower located at FM 2001 and SH 130 has been completed. The project will be completed by October 2020.
 - Contractors have been mobilizing on the Booster Pump project at the Maple Street Elevated Water Tower. The new booster pumps will transfer water to the new water tower being constructed.
 - Contractors are nearly complete with the electrical upgrade at the Lockhart Water Plant. Power will be transferred over to the remaining control panels this week.
 - The 9-shade structures for the various parks are installed and the new playscapes at Nueces Park, City Park and Lions Park are complete. The Sports-themed playscape should arrive at the sports complex soon.
 - The new fuel terminal from the Airport has arrived and will be installed on January 21st. The City of Lockhart received a grant from TxDOT that covers 50% of the improvement.

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

Councilmember Westmoreland thanked all involved with the new playscapes as several parks. He wished the Lockhart Chamber of Commerce luck during their annual banquet.

Councilmember Mendoza thanked all involved with the successful MLK March and all involved with installing the new playscapes.

Mayor Pro-Tem Sanchez expressed condolences to the family of Mario Estrada for their loss. She thanked all involved with the successful MLK March.

Councilmember McGregor expressed condolences to the family of Jeremy Stanton for their loss.

Councilmember Bryant congratulated the Lockhart ISD for hosting a successful retirement ceremony for Edwina Brown. He thanked all involved with the successful MLK March and event.

Councilmember Michelson thanked all involved and all that attended the annual MLK March and event.

Mayor White expressed condolences to the family of Linda Maupin for their loss. He congratulated and thanked all involved and that attended the annual MLK March and event.

ITEM 9. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 8:10 p.m.

PASSED and APPROVED this the 4th day of February 2020.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

JOINT SPECIAL MEETING

JANUARY 23, 2020

6:00 P.M.

LOCKHART CITY COUNCIL and HOTEL OCCUPANCY TAX (HOT) ADVISORY BOARD

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

Council Present: Mayor Lew White, Mayor Pro-Tem Angie Gonzales-Sanchez, Councilmembers Juan Mendoza, Derrick David Bryant, Kara McGregor, Jeffry Michelson and Brad Westmoreland.

HOT Members Present: Alfredo Munoz, Archana Gandhi, Ray Sanders, and Roxanne Rix

HOT Alternate Members Present: Janet Grigar and Sally Daniels

Staff Present: Steve Lewis, City Manager and Pam Larison, Finance Director

Visitors: Scott Joslove of the Texas Hotel & Lodging Association; Representatives of the following organizations: Lockhart Chamber of Commerce' Greater Caldwell County Hispanic Chamber of Commerce; Gaslight-Baker Theater; Lockhart Downtown Business Association; Caldwell County Museum; and, Southwest Museum of Clocks and Watches.

ITEM 1. CALL TO ORDER.

Mayor Lew White called the special meeting to order at 6:00 p.m.

ITEM 2. SCOTT JOSLOVE, PRESIDENT AND CEO OF THE TEXAS HOTEL & LODGING ASSOCIATION TO CONDUCT A WORKSHOP AND DISCUSSION REGARDING THE DISTRIBUTION AND USES OF MUNICIPAL HOTEL/MOTEL TAXES.

Mr. Joslove provided information regarding the distribution and uses of municipal hotel/motel taxes. There were questions and answers amongst those in attendance.

ITEM 3. ADJOURNMENT.

The meeting was adjourned at 8:00 p.m.

PASSED and APPROVED this the 4th day of February 2020.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

City of Lockhart, Texas

Council Agenda Item Briefing Data

COUNCIL MEETING DATE: February 4, 2020

AGENDA ITEM CAPTION: Discussion and/or action to consider Interlocal Cooperation Contract with Texas Department of Public Safety for the Failure to Appear Program (OMNI base).

ORIGINATING DEPARTMENT AND CONTACT: Municipal Court, Erin Westmoreland

ACTION REQUESTED:

- ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT CONSENSUS OTHER

BACKGROUND/SUMMARY/DISCUSSION: The original contract with Texas DPS was signed in August of 2012. This contract provides for the Failure to Appear Program that allows the court to add and collect \$30 on cases that went into the OMNI system for people with drivers licenses that did not appear on their citation or did not fulfill their obligations with the court. This program allows the court to put a hold on and prevents offenders from renewing their drivers license, until they complete their obligations with the court. During the 2019 Legislative Session the fees that are collected for the Failure to Appear Program were changed from \$30 to \$10, effective January 1, 2019. The new contract will correct the allowable fee.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Finance Review initials _____

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

Previous Council Action:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

LIST OF SUPPORTING DOCUMENTS: The previous contract and new contract are included.

Department Head initials:

EW

City Manager's Review:

[Signature]

**Interlocal Cooperation Contract
Failure to Appear (FTA) Program**

State of Texas

County of _____

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the _____ Court of the [City or County] of _____ (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated FTA system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

Court will supply information to DPS, through its Vendor, that is necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court in a matter involving any offense that Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and will automatically renew on the anniversary date of execution for up to three additional years unless terminated earlier.

V. COURT RESPONSIBILITIES

A. Written warnings

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied

renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

B. FTA Report

An FTA Report is a notice sent by Court requesting a person be denied renewal in accordance with this Contract. The Court may submit an FTA Report to Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

C. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days, from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or

5. other suitable arrangement to pay the fine and cost within the Court's discretion.

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

D. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract.

E. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

F. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless the person is deemed to be indigent, or the person is acquitted of the charges for which the person failed to appear.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

G. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the person has been acquitted of the underlying charge or is indigent, no payment will be made to the Vendor or required of the Court.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees collected by Court.

VII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Contract Amendment.** DPS and Court may amend this Contract through a written amendment signed by an authorized signatory on behalf of the respective party.
- C. Notice.** The respective party will send the other party notice as noted in this section.

Court	Department of Public Safety
Attn.:	Enforcement & Compliance Service
Address:	5805 North Lamar Blvd.
Address:	Austin, Texas 78752-0001
Fax:	(512) 424-5311 [fax]
Email:	Driver.Improvement@dps.texas.gov
Phone:	(512) 424-7172

- D. Termination.** Either party may terminate this Contract with 30 days' written notice. DPS may also terminate this Contract for cause if Court doesn't comply with Section V.F., *Non-Waiver of Fees*. After termination, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all

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outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

VIII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Department of Public Safety

Authorized Signature

Driver License Division Chief or Designee

Title

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

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Interlocal Cooperation Contract

HISTORY

STATE OF TEXAS

§

COUNTY OF CALDWELL

§

§

I. Parties

This Interlocal Cooperation Contract ("Contract") is made and entered into between the Texas Department of Public Safety ("TDPS"), a political subdivision of the State of Texas, and the City of Lockhart, a local political subdivision of the State of Texas.

II. Overview

The purpose of this Contract is to implement the provisions of Texas Transportation Code Chapter 706. A local political subdivision may contract with the TDPS to provide information necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the court in a matter involving any offense that a court has jurisdiction of under Chapter 4, Code of Criminal Procedure.

The TDPS has authority to contract with a private vendor ("Vendor") pursuant to Texas Transportation Code §706.008. The Vendor will provide the necessary goods and services to establish an automated system ("FTA System") whereby information regarding violators subject to the provisions of Texas Transportation Code Chapter 706 may be accurately stored and accessed by the TDPS. Utilizing the FTA System as a source of information, the TDPS may deny renewal of a driver license to a person who is the subject of an FTA System entry.

Each local political subdivision contracting with the TDPS will pay monies to the Vendor based on a fee established by this Contract. The TDPS will make no direct or indirect payments to the Vendor. The Vendor will ensure that accurate information is available to the TDPS, political subdivisions and persons seeking to clear their licenses at all reasonable times.

III. Definitions

"Complaint" means notice of an offense as defined in Article 27.14(d) or Article 45.019, Code of Criminal Procedure.

"Department" or "TDPS" means the Texas Department of Public Safety.

"Failure to Appear Program" or "FTA Program" refers to the implementation efforts of all parties, including those system components provided by the TDPS, local political subdivisions and the Vendor, including the FTA System.

"Failure to Appear System" or "FTA System" refers to the goods and services, including all hardware, software, consulting services, telephone and related support services, supplied by the Vendor.

"FTA Software" refers to computer software developed or maintained now or in the future by the Vendor to support the FTA System.

"Originating Court" refers to the court in which an applicable violation has been filed for which a person has failed to appear or failed to pay or satisfy a judgment and which has submitted an appropriate FTA Report.

"State" refers to the State of Texas.

"Local political subdivision" refers to a city or county of the State of Texas.

Unless otherwise defined, terms used herein shall have the meaning assigned by Texas Transportation Code Chapter 706 or other relevant statute. Terms not defined in this Contract or by other relevant statutes shall be given their ordinary meanings.

IV. Governing Law

This Contract is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

V. Venue

The parties agree that this Contract is deemed performable in Travis County, Texas, and that venue for any suit arising from the interpretation or enforcement of this Contract shall lie in Travis County, Texas.

VI. Application and Scope of Contract

This Contract applies to each FTA Report submitted to and accepted by the TDPS or the Vendor by the local political subdivision pursuant to the authority of Texas Transportation Code Chapter 706.

VII. Required Warning on Citation for Traffic Law Violations

A peace officer authorized to issue citations within the jurisdiction of the local political subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning shall be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

VIII. FTA Report

If the person fails to appear or fails to pay or satisfy a judgment as required by law, the local political subdivision may submit an FTA Report containing the following information:

- (1) the jurisdiction in which the alleged offense occurred;
 - (2) the name of the local political subdivision submitting the report;
 - (3) the name, date of birth and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
 - (4) the date of the alleged violation;
 - (5) a brief description of the alleged violation;
 - (6) a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
 - (7) the date that the person failed to appear or failed to pay or satisfy a judgment;
- and
- (8) any other information required by the TDPS.

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The local political subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative.

IX. Clearance Reports

The originating court that files the FTA Report has a continuing obligation to review the report and promptly submit appropriate additional information or reports to the Vendor or the TDPS. The clearance report shall identify the person, state whether or not a fee was required, advise the TDPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately from the time and date that the originating court receives appropriate payment or other information that satisfies the citizen's obligation to that court.

HISTORY

To the extent that a local political subdivision utilizes the FTA Program by submitting an FTA Report, there is a corresponding obligation to collect the statutorily required \$30.00 administrative fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the originating court shall not require payment of the administrative fee. The local political subdivision shall submit a clearance report immediately advising the TDPS to lift the denial of renewal and identifying the grounds for the action.

The local political subdivision must immediately file a clearance report upon payment of the administrative fee and:

- (1) the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
- (2) the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
- (3) the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
- (4) the payment or discharge of the fine and cost owed on an outstanding judgment of the court; or
- (5) other suitable arrangement to pay the fine and cost within the court's discretion.

The TDPS will not continue to deny renewal of the person's driver license after receiving notice from the local political subdivision that the FTA Report was submitted in error or has been destroyed in accordance with the local political subdivision's record retention policy.

X. Compliance with Law

The local political subdivision understands and agrees that it will comply with all local, state and federal laws in the performance of this Contract, including administrative rules adopted by the TDPS.

XI. Accounting Procedures

An officer collecting fees pursuant to Texas Transportation Code §706.006 shall keep separate records of the funds and shall deposit the funds in the appropriate municipal or county treasury. The custodian of the municipal or county treasury may deposit such fees in an interest-bearing account and retain the interest earned thereon for the local political subdivision. The custodian shall keep accurate and complete records of funds received and disbursed in accordance with this Contract and the governing statutes.

The custodian shall remit \$20.00 of each fee collected pursuant to Texas Transportation Code §706.006 to the Comptroller on or before the last day of each

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calendar quarter and retain \$10.00 of each fee for payment to the Vendor and credit to the general fund of the municipal or county treasury.

XII. Payments to Vendor

The TDPS has contracted with OmniBase Services of Texas ("Vendor"), a corporation organized and incorporated under the laws of the State of Texas, with its principal place of business in Austin, Texas, to assist with the implementation of the FTA Program.

Correspondence to the Vendor may be addressed as follows:

OmniBase Services of Texas
7320 North Mo Pac Expressway, Suite 310
Austin, Texas 78731
(512) 346-6511 ext. 100; (512) 346-9312 (fax)

The local political subdivision must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the local political subdivision has subsequently collected the statutorily required \$30.00 administrative fee. In the event that the person has been acquitted of the underlying charge, no payment will be made to the Vendor or required of the local political subdivision.

The parties agree that payment shall be made by the local political subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

XIII. Litigation and Indemnity

In the event that the local political subdivision is aware of litigation in which this Contract or Texas Transportation Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the local political subdivision shall make a good faith effort to notify the TDPS immediately.

Each party may participate in the defense of a claim or suit affecting the FTA Program, but no costs or expenses shall be incurred for any party by the other party without written consent.

To the extent authorized by law, the local political subdivision City agrees to indemnify and hold harmless the TDPS against any claims, suits, actions,

HISTORY

damages and costs of every nature or description arising out of or resulting from the performance of this Contract, and the local political subdivision City further agrees to satisfy any final judgment awarded against the local political subdivision City or the TDPS arising from the performance of this Contract, provided said claim, suit, action, damage, judgment or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of the TDPS.

It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the TDPS, unless such litigation does not name the TDPS as a party.

This section is subject to the statutory rights and duties of the Attorney General for the State of Texas.

XIV. Contract Modification

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract.

XV. Severability

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

XVI. Multiple Counterparts

This Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one Contract. But, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

XVII. Effective Date of Contract

This Contract shall be in effect from and after the date that the final signature is set forth below. This Contract shall automatically renew on a yearly basis. However, either party may terminate this Contract upon thirty days written notice to the other party. Notice may be given at the following addresses:

HISTORY

Local political subdivision

City of Lockhart
PO Box 239
Lockhart, TX 78644

Texas Department of Public Safety

Attn: Enforcement and Compliance Service

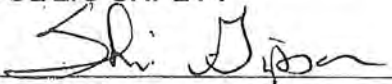
5805 North Lamar Boulevard

Austin, Texas 78773-0001

(512) 424-5311 [fax]

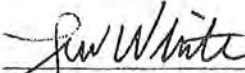
Notice is effective upon receipt or three days after deposit in the U. S. mail, whichever occurs first. After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

**TEXAS DEPARTMENT OF
PUBLIC SAFETY**



Sheri Gipson
Deputy Administrator

LOCAL POLITICAL SUBDIVISION*



Authorized Signature

10-25-12
Date

Mayor
Title

August 21, 2012
Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the local political subdivision. Each signature block must contain the person's title and date.

City of Lockhart, Texas

Council Agenda Item Briefing Data

COUNCIL MEETING DATE: February 4, 2020

AGENDA ITEM CAPTION: Discussion and/or action regarding LEDC budget amendment

ORIGINATING DEPARTMENT AND CONTACT: Mike Kamerlander mkamerlander@lockhart-tx.org

ACTION REQUESTED:


ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT CONSENSUS OTHER

BACKGROUND/SUMMARY/DISCUSSION:

LEDC has been searching for office space since Summer 2019. Separate space for economic development purposes is needed to provide proper customer service to prospects including confidentiality and is best practice in the industry. The space has 2 offices and a conference room large enough to host board meetings and other gatherings. LEDC is working on a lease agreement for office space at 105 S. Colorado Street. The lease is not finalized, but the LEDC board has authorized the President to negotiate and execute a lease. This budget amendment is for the lease payments for the remainder of FY 2019-2020 and all costs associated with starting up a new office (FF&E, internet, phones, copier, etc.). Lease and ongoing costs will be budgeted moving forward.

PROJECT SCHEDULE (if applicable): Hope to move into space in early March

AMOUNT & SOURCE OF FUNDING:

Finance Review initials 

Funds Required: \$30,720.00

Account Number: 800-5199-214, 800-5199-304, 800-5199-302, 800-5199-226

Funds Available: Fund Balance

Account Name: Lockhart Economic Development

FISCAL NOTE (if applicable):

Previous Council Action: None

COMMITTEE/BOARD/COMMISSION ACTION: LEDC Board voted unanimously to move forward with the lease and budget amendment needed to execute.

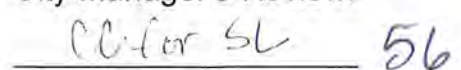
STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

LIST OF SUPPORTING DOCUMENTS: Draft lease agreement and budget amendment worksheet.

Department Head initials:



City Manager's Review:

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**CITY OF LOCKHART
BUDGET AMENDMENT FORM**

Amendment No. _____

DEPARTMENT

ECONOMIC DEVELOPMENT (800)

LOSING :

ACCOUNT DESCRIPTION	ACCOUNT NO.	AMOUNT	CURRENT BUDGET	AMENDED BUDGET
		0.00		

GAINING:

ACCOUNT DESCRIPTION	ACCOUNT NO.	AMOUNT	CURRENT BUDGET	AMENDED BUDGET
RENT & LEASES		16,840 00		
RENT & LEASES (COPIER)	800-5199-214	1,880 00	1,359 00	20,079 00
FURNITURE & EQUIPMENT (SEE ATTACHED)	800-5199-304	9,500 00	0 00	9,500 00
OFFICE SUPPLIES	800-5199-302	1,500.00	2,000 00	3,500 00
PHONE/INTERNET	800-5199-226	1,000 00	1,500 00	2,500 00
		30,720 00	4,859 00	35,579.00

REASON FOR AMENDMENT

MOVE INTO LEASED OFFICE SPACE

REQUESTED BY:

DEPARTMENT SUPERVISOR _____ DATE _____

APPROVED BY:

CITY MANAGER _____ DATE _____

POSTED

FINANCE _____ DATE _____

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105 S. Colorado LOI
5-year Cost Analysis

Calendar Year	Base Monthly Rent	Base Annual Rent
2020	\$ 1,245	\$ 13,695
2021	\$ 1,300	\$ 15,600
2022	\$ 1,360	\$ 16,320
2023	\$ 1,415	\$ 16,980
2024	\$ 1,470	\$ 17,640

Security Deposit	\$ 2,000
------------------	----------

NNN	Monthly NNN	Annual NNN
NNN	\$ 360	\$ 4,320

Total Cost	Monthly Rent + NNN	Annual Rent + Annual NNN
Calendar Year		
2020	\$ 1,605	\$ 19,655
2021	\$ 1,670.80	\$ 20,049.60
2022	\$ 1,741.92	\$ 20,903.09
2023	\$ 1,808.38	\$ 21,700.58
2024	\$ 1,875.18	\$ 22,502.20

FY 2020 Budget need: \$ 14,840 (\$1605 x 8 months)

Category

	FY 2019-2020	FY 2020-2021
Rent - 5199-214	\$ 16,840.00	\$ 19,852.20
Copier - 5199-214	\$ 1,880.00	\$ 2,820.00
FFE - 5199-304	\$ 9,500.00	\$ 3,000.00
Ofc. Supplies - 5199-302	\$ 1,500.00	\$ 1,000.00
Phone/int. - 5199-226	\$ 1,000.00	\$ 1,800.00
Total	\$ 30,720.00	

FFE	Fridge	1000
	TV	500
	Desks	2500
	Conference Table	3500
	Misc.	2000
	Total	9500



COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® INC. IS NOT AUTHORIZED.
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ADDENDA & EXHIBITS (check all that apply)

- Exhibit **A: Lease Floor Area - Suite A**
- Exhibit _____
- Commercial Lease Addendum for Broker's Fee (TXR-2102)
- Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
- Commercial Lease Addendum for Extension Option (TXR-2104)
- Commercial Lease Addendum for Percentage Rent (TXR-2106)
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- _____
- Information About Brokerage Services (TXR-2501)

(TXR-2101) 4-1-14

Initialed for Identification by Landlord: SS, _____, and Tenant: _____

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TEXAS REALTORS

COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC IS NOT AUTHORIZED
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1. PARTIES: The parties to this lease are:

Landlord: Grain and Seed, LLC; and

Tenant: Lockhart Economic Development Corporation

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

(1) ~~Multiple-Tenant Property~~: Suite or Unit Number A containing approximately 1,358 square feet of rentable area in 105 S. Colorado (project name) at 105 S. Colorado, Ste A, Lockhart, Texas 78644 (address) in Lockhart (city), Caldwell (county), Texas, which is legally described on attached Exhibit _____ or as follows: O.T. LOCKHART, BLOCK 17, LOT PT 5&6

(2) ~~Single-Tenant Property~~: The real property containing approximately _____ square feet of rentable area at: _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows: _____

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area will will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is 60 months and _____ days, commencing on: February 1, 2020 or substantial completion (Commencement Date) and ending on January 31, 2025 (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially

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105 S. Colorado, Ste A. Lockhart, Texas 78644

Commercial Lease concerning: Lockhart, TX 78644

complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
02/01/2020	01/31/2021	/ rsf / month	/ rsf / year	1,245.00
02/01/2021	01/31/2022	/ rsf / month	/ rsf / year	1,300.00
02/01/2022	01/31/2023	/ rsf / month	/ rsf / year	1,360.00
02/01/2023	01/31/2024	/ rsf / month	/ rsf / year	1,415.00
02/01/2024	01/31/2025	/ rsf / month	/ rsf / year	1,470.00

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached (Check all that apply.):

- (1) Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
- (2) Commercial Lease Addendum for Percentage Rent (TXR-2106)
- (3) Commercial Lease Addendum for Parking (TXR-2107)
- (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before January 25, 2020

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: **Grain and Seed, LLC**

Address: **8808 Taylor Rd.
Austin, Texas 78733**

F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any

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105 S. Colorado, Ste A. Lockhart, Texas 78644

Commercial Lease concerning: Lockhart, TX 78644

check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. Returned Checks: Tenant will pay \$ 30.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay \$ 2,000.00 to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay

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105 S. Colorado, Ste A. Lockhart, Texas 78644

Commercial Lease concerning: Lockhart, TX 78644

and Landlord pays such amount. Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

(1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

(2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

(3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

(1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below)

(a) \$1,000,000; or

(b) \$2,000,000.

If neither box is checked the minimum amount will be \$1,000,000.

(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and

(3) business interruption insurance sufficient to pay 12 months of rent payments;

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or

(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately

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after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: General Office
- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): 24 hours a day, 7 days a week.

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
 - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) _____
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.

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- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 120 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Landlord Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic

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emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.

C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Glass and windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Fire protection equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Fire sprinkler systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) Exterior & overhead doors, including closure devices, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Grounds maintenance, including landscaping and irrigation systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(7) Interior doors, including closure devices, frames, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Parking areas and walks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) Plumbing systems, drainage systems and sump pumps	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(10) Electrical systems, mechanical systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(11) Ballast and lamp replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Heating, Ventilation and Air Conditioning (HVAC) systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(13) HVAC system replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(14) Signs and lighting:			
(a) Pylon	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Facia	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Monument	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Door/Suite	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(15) Extermination and pest control, excluding wood-destroying insects.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(16) Fences and Gates	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) Storage yards and storage buildings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(18) Wood-destroying insect treatment and repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(19) Cranes and related systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(20)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(21)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(22) All other items and systems.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

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- E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(12), Tenant is is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.
- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. **LIENS**: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. **LIABILITY**: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

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- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property.
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
 - (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will

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indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
 - (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

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- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the

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health or safety of an ordinary person, except: _____

- C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) it is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

Principal Broker: _____	Cooperating Broker: _____
Texas Realty Partners, LLC	_____
Agent: Loren Kirkpatrick	Agent: _____
Address: 248 Addie Roy Rd., B 302	Address: _____
Austin, Texas 78746	_____
Phone & Fax: (512) 656-8521 (512)651-7001	Phone & Fax: _____
E-mail: loren@trpaustin.com	E-mail _____
License No.: 537697	License No. _____

Principal Broker: *(Check only one box)* Cooperating Broker represents Tenant.

represents Landlord only.

represents Tenant only.

is an intermediary between Landlord and Tenant.

B. **Fees:**

- (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
 - (a) a separate written commission agreement between Principal Broker and:
 - Landlord Tenant.
 - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).
- (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
 - (a) a separate written commission agreement between Cooperating Broker and:
 - Principal Broker Landlord Tenant.
 - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: Grain and Seed, LLC
Address: 8808 Taylor Rd., Austin, Texas 78733

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Phone: **(443) 690-6454** Fax: _____

and a copy to: _____

Address: _____

Phone: _____ Fax: _____

Landlord also consents to receive notices by e-mail at: grainandseed@gmail.com

Tenant at the leased premises,

and a copy to: City of Lockhart

Address: P.O. Box 239, Lockhart, Texas 78644

Phone: **(512)376-0856** Fax: _____

Tenant also consents to receive notices by e-mail at: mkamerlander@lockhart-tx.org

35. SPECIAL PROVISIONS:

Tenant accessible bathroom, clean white box office with new paint, new light fixtures in office areas, carpet removed and floor refinished, remove cabinetry in both offices, enclose suite at opening or partial closing if needed for fire exit, add sink & fridge line. Wall off opening to larger open office area and make the suite private to LEDC, except for the addition of fire exits from Suite A.

Any additional tenant finish-out requests (i.e. entry doors or other item not pre-approved as listed above) will be at Tenant's expense. Naming rights to building on Market St. is provided to LEDC total of 35 SF of outdoor signage (or maximum allowed by City of Lockhart) at Tenant's expense. Landlord will add water lines and electricity for private LEDC kitchen area with cabinet. If wood finished flooring is unworkable, Landlord/Tenant will approve carpet tiles or rugs for flooring.

The Tenant will also be billed by the Landlord the Tenant's pro-rate share of the Landlord's electric, water, sewer, and trash expenses in addition to common area maintenace.

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

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105 S. Colorado, Ste A. Lockhart, Texas 78644

Commercial Lease concerning: Lockhart, TX 78644

- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: Grain and Seed, LLC

Tenant: Lockhart Economic Development Corporation

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____

By:  _____
1/9/2020 10:30:48 AM CST

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: 01/09/2020

Title: _____ Date: _____

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COMMERCIAL LEASE ADDENDUM FOR EXPENSE REIMBURSEMENT

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 105 S. Colorado, Ste A. Lockhart, Texas 78644, Lockhart, TX 78644

In addition to rent stated in the lease, Tenant will pay Landlord the additional rent described in this addendum. Tenant will pay the additional rent each month at the time the base-monthly rent in the lease is due.

A. Definitions:

- (1) "Tenant's pro rata share" is 21.210 %.
- (2) "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.
- (3) "Insurance" means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.
- (4) "Taxes" means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.
- (5) "Structural" means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.

B. Method: The additional rent will be calculated under the following method:

Note: "CAM" does not include taxes and insurance costs.

- (1) Base-year expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year _____ for: taxes; insurance; CAM. structural; and _____.
- (2) Expense-stop: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed \$ _____ per square foot per year for: taxes; insurance; CAM; structural; and _____.
- (3) Net: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: taxes; insurance; CAM; structural; and Tenant's pro-rata share of electricity, water, sewer, and exterior trash collection.

C. Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this addendum) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

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Expense Reimbursement Addendum concerning 105 S. Colorado, Ste A, Lockhart, Texas 78644, Lockhart, TX 78644

Notice: The applicable projected expenses at the time which the above-referenced lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is 1,358 rentable square feet (including any add on factor for common areas).

Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
/ rsf / month	4.50 / rsf / year

D. **Reconciliation:** Within a reasonable time after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this addendum) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment. Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this addendum. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this addendum, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

E. **Special Provisions:**

Estimates Expenses for utilities are estimated at \$1.00 per square foot per annum. There is no current utility information regarding electric, water and sewer usage as the building is currently vacant. Property Taxes, Insurance and Common Area Maintenance are estimated at \$3.50 per square foot per annum.

Landlord: _____

Tenant: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

By:  01/09/2020

By: _____

1/9/2020 10:31:07 AM CST
By (signature): _____

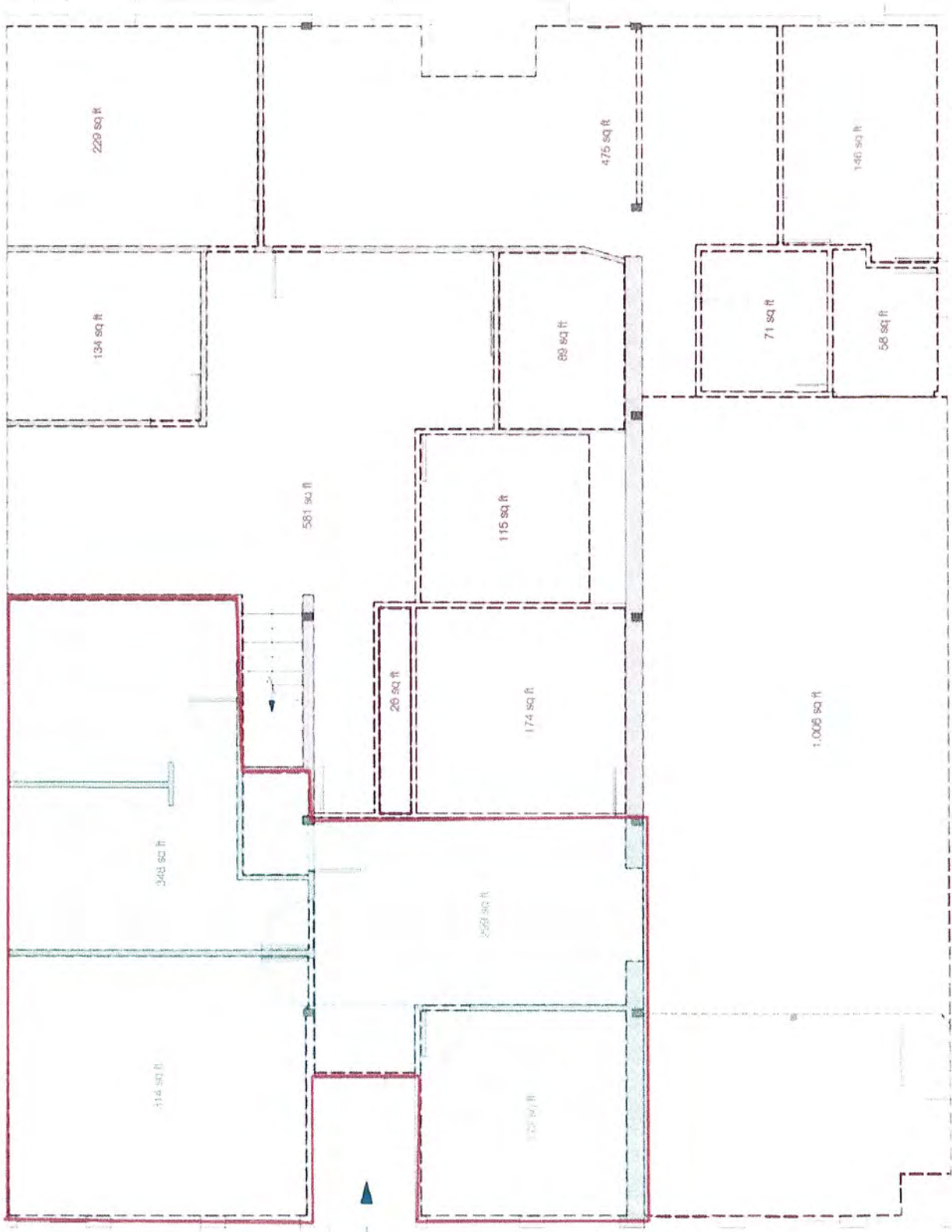
By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____



Market Street Entrance

Market Street

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Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price,
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Texas Realty Partners, LLC	403362		(512)651-7008
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Karen Skelton	537697	karengskelton@gmail.com	(512)656-9599
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Loren Kirkpatrick	551885	loren@trpaustin.com	(512)656-8521
Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date

City of Lockhart, Texas

Council Agenda Item

Briefing Data

COUNCIL MEETING DATE: February 4, 2020

AGENDA ITEM CAPTION: Discussion and/or action regarding temporary closures of and prohibiting parking as needed on the following streets in the downtown area on May 14th, 15th, 16th, and 17, 2020, for the 2020 Lockhart Grand Prix Kart Race including the: 100-300 Blocks of S. Commerce, 100-300 Blocks of N. Commerce, 100-200 Blocks of E. Walnut, 100 Block of E. Live Oak, 100 Block of W. Live Oak, 300 Block of S. Church, 100 Block of W. Prairie Lea, 100 Block of E. Prairie Lea, 100-300 Blocks of S. Main, 100 Block of W. Market, 100-200 Blocks of E. Market, and the 100 Block of E. San Antonio: east bound and with no parking on the west bound side; some closures to begin on Thursday evening May 14th, with streets to be open for traffic by 6am on Monday, May 18, 2020.

ORIGINATING DEPARTMENT AND CONTACT: Administration, Julie Bowermon

ACTION REQUESTED:

- ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT CONSENSUS OTHER

BACKGROUND/SUMMARY/DISCUSSION:

In preparation for the 2020 Lockhart Grand Prix Kart Race, it is necessary to officially close the above captioned streets, as needed. The racetrack and street closures are the same as what was used during the previous kart race events. The above captioned streets will be what is commonly referred to as "hard closures." This includes the racetrack and pit areas. As preparations continue, it may become necessary for staff to make adjustments to the street closures to promote the safety and wellbeing of residents, visitors, and event participants. In addition to these "hard closures," there will be "soft closures" surrounding the track to prevent thru traffic. In the "soft closure" areas, residents will still be able to access their driveways. Special reserved parking is being identified for residents and business employees that will not have access to their normal parking areas. Letters will be sent to businesses and residents regarding reserved parking.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING: Finance Review initials _____
Funds Required: _____ **Account Number:** _____
Funds Available: _____ **Account Name:** _____

FISCAL NOTE (if applicable): N/A

Previous Council Action:

April 16, 2019 – Council voted to begin discussions with P1 Promotions to consider a date to hold a Kart Race in Lockhart in 2020.

July 16, 2019 – Council designated July 18-19, 2020 as event date.

August 6, 2019 – Council re-designated May 16-17, 2020 as the event date and directed staff to return with a negotiated contract recommendation.

September 17, 2019 – Council authorized contract with P1 Promotions.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Race Track Draft Map

Department Head initials:



City Manager's Review:

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2020 LOCKHART GRAND PRIX RACE TRACK DRAFT 8.1.19



City of Lockhart, Texas

Council Agenda Item Briefing Data

COUNCIL MEETING DATE: February 4, 2020

AGENDA ITEM CAPTION:

Discussion and/or action to consider change order with Techline Construction for the South Main project.

ORIGINATING DEPARTMENT AND CONTACT: Steve Lewis, City Manager

ACTION REQUESTED:

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

BACKGROUND/SUMMARY/DISCUSSION:

Background: In December 2017, LCRA completed an Electric System Study for the City of Lockhart. The Study determined the adequacy of the existing distribution system and identified improvements necessary to maintain reliable service over the next 5-year time frame, including a 2018 capacity project on S. Main Street which included upgrading and adding overhead distribution lines. LCRA estimated the costs at \$107,700 which included engineering, materials, and labor.

Discussion: As a result, the City entered into an Agreement with Techline Construction, LLC to rebuild the S. Main Street distribution line (from Prairie Lea Street to Bee Street) for an amount not to exceed \$79,976. The City had previously completed the engineering plans with LCRA for \$24,093 and purchased the needed materials/supplies from Techline for \$49,907. Techline has rebuilt or constructed much of the Lockhart system for approximately 25 years, and over the last 10 years, the City has spent approximately \$1.7 million for materials/supplies and \$1.1 million on capital construction with Techline. Staff reports that the City has received excellent service, construction performed in a timely and safe manner and without any change order requests.

However, as is explained in the attached request from Techline dated January 9, 2020, the company encountered utility location and relocation issues that resulted in large cost overruns (identified as a loss of \$106,717.29), so that Techline is requesting a change order in the amount of \$32,015.18 on the S. Main Street project. As the request describes, the overage is alleged to be due to the failure of the underground utility locate company. However, the City is limited by State law to pay no more than 25% as a change order from the original contract price, or payment of an additional \$19,994.

Analysis and Recommendation: Assuming the City Council is willing to grant a change order, and although unfortunate for a company with which the City has a long, valued relationship, approval of no more than \$19,994 is the most legally defensible action the Council can approve. The limit of 25% is clearly contained in Sec. 252.048(d), Local Government Code.

Should the Council desire or feel obligated to grant Techline's request for \$32,015.18 or some other amount greater than 25%, doing so could be accomplished if the parties agree and amend the original contract by identifying the work resulting in the cost overrun as additional services not originally contemplated for the project. However, doing so may give rise to contract law and competitive bidding questions or challenges, particularly because the work has already been completed. Accordingly, approving a change order of no more than \$19,994 is recommended.

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$19,994.00
Account Number: 503-5745-311
Funds Available: \$1,300,000.00
Account Name: Electric System Upgrade Fund

Finance Review initials



STAFF RECOMMENDATION/REQUESTED MOTION:

Approve change order No. 1 of no more than \$19,994.

LIST OF SUPPORTING DOCUMENTS:

Correspondence from Techline and change order document.

Department Head initials:

B.L.

City Manager's Review:

CU for SL

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TECHLINE CONSTRUCTION, LLC

9609 BECK CIRCLE
AUSTIN, TEXAS 78758
DON LAWYER (903) 603-6260

RECEIVED
CITY OF LOCKHART

JAN 13 2020

RECVD. BY: _____
TIME RECVD: _____

January 9, 2020

City of Lockhart
C/O Steve Lewis

RE: WO#29197A

Mr. Lewis,

Thank you for meeting with me, Ronny Arnett (Crew Foreman), Bobby Leos (Electric Superintendent).

In May of 2019 Bobby Leos asked Techline Construction to come look at a Project on Main Street which consisted of replacing 25 old poles with new poles and removing old wire, replacing with 11320' three phase construction, Also replacing 8 old anchors and guy wires.

I sent my Superintendent Vance Thurmon to look at the project, and we had asked Bobby Leos to call in underground locates, so we would have an idea of how much hand digging or hydro vacuuming there would be, so we could give a good estimate on the project.

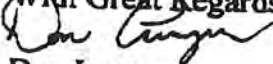
When Vance arrived there was marking at the beginning pole that showed all utilities were in the street which is common, so we thought there would be minimum hand digging, so we estimated 17 to 19 days to complete the project.

When the crew started they saw a telephone wire in the edge of the first hole, so they began to hand dig and found fiber and gas lines in all new holes. The crew foreman called in new locates and there were underground utilities at every digging location, that is when we should have stopped work, and got more people involved and at that time asked for a Change Order, but we kept working until the job was complete. Having the underground utilities in our way caused us to have to reset anchors and

realign poles in order to clear the underground utilities. We also had to hand dig or hydro every pole hole and anchor.

When the job was complete we had 51 working days in the project, our not to exceed bid was \$79,976.96 which is what we billed on WO# 29197A. We worked 51 days on this project which is 32 days over projected estimate.

We have worked for City of Lockhart beginning in 1995. We have completed each project within our estimate, so I am asking for consideration on this project. We lost approximately \$106,717.29 and I am asking for a Change Order amounting to \$32,015.18 which would really go a long way in helping Techline Construction to keep our bottom line loss at \$74,702.11 which is not good, but would be greatly appreciated and help keep our bottom loss to \$74,702.11.

Thank you,
With Great Regards

Don Lawyer
Techline Construction

CHANGE ORDER

Date: 02/04/2020

Change Order Number: 001

Contractor: Techline Construction LLC

Client: City of Lockhart

Project Name: Main Street Reconstructor Rebuild

Original Contract Price: \$79,976.00

Location: South Main St. between Prairie Lea St. and Bee St.

Schedule: Contract completed 12/09/2019.

We propose the following changes: Changes are in labor costs due extended job delay from incorrect locations received from DigTess.

Estimated Price for the Changes: \$32,015.18. The City is limited by State law to pay no more than 25% of the original price; i.e. \$19,994.

The Net Increase in the contract amounts to \$19,994, which makes the new adjusted contract total \$99,970. This will become a supplement to the contract and all provisions will apply hereto.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS CHANGE ORDER, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SERVICES DESCRIBED HEREIN CONSISTS OF THIS CHANGE ORDER. THIS STATEMENT OF THE CHANGE ORDER SUPERSEDES ALL PROPOSALS OR OTHER PRIOR ACKNOWLEDGEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THIS SUBJECT.

Agreed to:
Contractor

Agreed to:
Client

By: _____
Authorized Signature

By: _____
Authorized Signature

Name:

Name:

Title:

Title:

Date:

Date:

LIST OF BOARD/COMMISSION VACANCIES

Updated: January 28, 2020

Board Name	Reappointments/Vacancies	Council member
Board of Adjustment	One Alternate position	Any Councilmember
Planning & Zoning Commission	Christina Black – verbal resignation	Westmoreland

APPLICATIONS RECEIVED TO BE ON A BOARD/COMMISSION

APPLICANT	BOARD REQUESTED	DATE RECEIVED	RESIDENCE DISTRICT
Bradley Lingvai	Planning & Zoning Commission	January 21, 2020	District 3

CITY OF LOCKHART

ADVISORY BOARD/COMMISSION QUESTIONNAIRE/APPLICATION

NAME: BRADLEY LINGVAI E-mail: brad.lingvai@gmail.com
ADDRESS: 502 W PRAIRIE LEA ST. HOME#: 512.415.2172
LOCKHART, TX 78644 WORK#: 512.669.5560
OCCUPATION: ENGINEER CELL#
EDUCATION (optional):

How long have you been a resident of Lockhart? 2.75 YEARS

Are you a qualified voter of the City? Yes [X] No [] VOTER REG. #: 2139776969

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

ADDITIONAL PERTINENT INFORMATION/REFERENCES:
REFERRED BY BRAD WESTMORELAND.

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS, COMMISSIONS, OR COMMITTEES:
(Please limit your selection to no more than three. List in order of preference: 1,2,3)

- Airport Advisory Board
Board of Adjustments & Appeals
Construction Board of Appeals
Economic Development Revolving Loan
Economic Development Corp (1/2 Cent Sales Tax)
Electric Board
Historic Preservation Commission
Library Board Advisory Bd.
Parks and Recreation Advisory Bd.
[X] Planning & Zoning Commission

Do you serve on any other board/commission/committee at this time? If so, please list:
NO

Do you have any relative working for the City of Lockhart? Yes [] No [X]

Do you receive any direct compensation or gain from the City of Lockhart? Yes [] No [X]

Do you receive any direct compensation or gain from any other governmental body?
Yes [] No [X] If yes, what type?

Bradley J Lingvai
(Signature of Applicant)

Jan 21, 2020
(Date)

Return application to:
City of Lockhart
City Secretary's Office
PO Box 239
Lockhart, TX 78644
cconstancio@lockhart-tx.org

If you have any questions, please contact the City Secretary's Office at 512/398-3461.

<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>NOTES: AIRPORT ADVISORY BOARD</p>	<p>Sec. 4-26. Membership; appointments. 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>Sec. 4-28. Eligibility for board membership. 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>Sec. 4-32. Limitations of authority. 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>NOTES: CONSTRUCTION BOARD APPOINTMENTS</p>	<p><i>Section B101.4, Board Decision, is amended to read as follows:</i> The construction board of adjustments and appeals shall have the power, as further defined in Appendix B, to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes; and to conduct hearings on determinations of the building official regarding unsafe or dangerous buildings, structures and/or service systems, and to issue orders in accordance with the procedures beginning with section 12-442 of this Code [of Ordinances].</p> <p><i>Section B101.2, Membership of Board, is amended to read as follows:</i> Each District Council member and the Mayor shall appoint one member to the Construction Board of Appeals making it a five (5) member board and each Councilmember at Large shall appoint an alternate. The term of office of the board members shall be three (3) years, such terms coinciding with the council position making the appointment. The two (2) alternates shall also serve the term coinciding with the council position making the appointments. Vacancies shall be filled for an unexpired term in the manner in which the original appointments are required to be made. Board members shall consist of members who are qualified by experience and/or training to pass on matters pertaining to building construction and are not employees of the City of Lockhart.</p>
<p>NOTES: ELECTRIC BOARD APPOINTMENTS</p>	<p>Sec. 12-132. Members. (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>Sec. 12-133. Officers and quorum. 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>NOTES: HISTORIC PRESERVATION COMMISSION</p>	<p>Sec. 28-3. Historical preservation commission. (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>NOTES: PARKS ADVISORY BOARD</p>	<p>Sec. 40-133. Members. (a) The board shall consist of seven members appointed in accordance with section 2-210 to serve three years terms, such terms to coincide with the council position making the appointment and two alternates shall also be appointed by the mayor and mayor pro-tem, one each. The two alternates shall also serve the term coinciding with the council position making the appointments. Vacancies shall be filled for an unexpired term in the manner in which the original appointments are required to be made. (Ordinance 06-08, adopted February 7, 2006)</p>

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<p>NOTES: Lockhart Economic Dev Corp</p>	<p>LEDC Bylaws – Article II. Board of Directors Section 1. Powers, Number and Term of Office a. The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (The "Board") under the guidance and direction of the Lockhart City Council and, subject to the restrictions imposed by law, by the Articles of Incorporation, and by these Bylaws the Board shall exercise all of the powers of the Corporation. b. The Board shall consist of seven directors, each of whom shall be appointed by the City Council of the City. Each director shall occupy a place (individually the "Place" and collectively, the "Places") as designated herein. Places 1-4 are designated for Councilmember Directors from Councilmember Districts 1 through 4 respectively. In the event that a particular Councilmember from said District is unable or unwilling to serve in the capacity as a Director, that Councilmember shall have the right to nominate a non-councilmember for approval and appointment. Places 5-7 are designated for Citizen Member Directors. c. The directors constituting the first Board shall be those directors named in the Articles of Incorporation. Successor directors shall have the qualifications, shall be of the classes of directors, and shall be appointed to the terms set forth in the Articles of Incorporation. d. Any director may be removed from office by the City Council at will.</p>
<p>NOTES: ORDINANCE RE: ALL BOARD, COMMISSION APPOINTMENTS</p>	<p>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.</p> <p>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 at 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.</p> <p>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.</p>

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<p>NOTES: PARKS MASTER PLAN STEERING COMMITTEE (Est. 09/05/2017)</p>	<p>Committee to have 8-10 members as follows:</p> <ul style="list-style-type: none"> • Councilmembers • City staff • Two Parks Advisory Board members • Business owners • Civic Organization members <p>Committee will assist Burditt Consultants to perform tasks outlined in the Parks Master Plan.</p>
<p>NOTES: AD-HOC COMMITTEE – ST. PAUL UNITED CHURCH OF CHRIST PROPERTY (Est. 09/05/2017)</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>NOTES: WAYFINDING SIGNAGE AND COMMUNITY BRANDING AD-HOC (Est. 01/02/2018)</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> <p>NOTE: First Branding and Wayfinding Committee disbanded/dissolved on December 18, 2018.</p> <p>UPDATE: Second Branding and Wayfinding Committee appointed on March 5, 2019.</p>

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NOTES:
HOTEL
OCCUPANCY
TAX ADVISORY
BOARD
(Est. 12-3-
2019)

Sec. 54-127 MEMBERSHIP AND MEETING FREQUENCY

- a. The HOT Advisory Board should consist of five (5) members.
- b. Members shall consist of the following, the appointment of whom shall be confirmed by the City Council
 - i. A lodging facility representative;
 - ii. The City Manager or his/her designee;
 - iii. A former member of the City Council; and
 - iv. Two citizens nominated by Mayor.
- c. The HOT Advisory Board shall meet at least quarterly for allocation of funds and post-event reviews.
- d. Three Board members shall constitute a quorum.
- e. Each Board member shall serve a term of two years.
- f. Vacancies on the Board shall be filled by appointment by the City Council for the remainder of the existing term.

Sec. 54-128 PURPOSE AND RESPONSIBILITY

- a. The legislative functions of the city council shall in no way be delegated to the HOT Advisory Board. The HOT Advisory Board shall be considered a special purpose advisory committee.
- b. The purposes and responsibility of the HOT Advisory Board shall be:
 - i. To receive, review, and evaluate applications from organizations requesting HOT funds;
 - ii. To recommend allocation of HOT funds (as authorized by the Texas Tax Code, Chapter 351) to the City Council;
 - iii. To review the actual expenditures of HOT Funds;
 - iv. To offer suggestions for improvements or changes to the use or administration of HOT funds; and
 - v. To submit an annual report to the City Council that identifies approved expenditures by the City for the preceding year, reviews such approved expenditures in the context of compliance with state laws regarding the use of HOT funds, and evaluates the effectiveness of the approved HOT expenditures and the program.

Sec. 54-129 HOT FUND GRANT PROCESS AND POST-EVENT REPORTING

- a. Applications for funding will be considered at each meeting. Completed applications must be received ten (10) days prior to a meeting of the Board at which it will be reviewed.
- b. Applicants will be notified of the award of funds following approval by the City Council of the award, at which time one-half of approved funding will be awarded.
- c. The Board shall produce guidelines for approved applicants regarding a post-event report from each such applicant that demonstrates qualified expenditures
- d. A post-event report from each approved applicant is required in order for the applicant to receive final payment.

Sec. 54-130 HOT FUND GRANT PROCESS GUIDELINES.

In considering the grant of HOT Funds, the Board and City Council shall:

- i. Ensure that each funding requests for HOT revenues is for one or more statutorily defined purpose;
- ii. Establish and implement a policy of properly utilizing 100% of available HOT funds each year;
- iii. Consider whether funding should be based on a formula for pre-determined activities consistent with authorized uses (e.g. advertising, arts, signage, historical restoration/preservation);
- iv. Consider funding approaches that will allow for equitable funding
- v. opportunities for new as well as established events and activities; and
- vi. Consider eligibility criteria beyond the Tax Code requirements (e.g. limiting grants to 25% of the total event budget or disallowing/limiting use of HOT funds for events' programs that occur on a regular (e.g. monthly) basis.

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COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

Councilmember	Board/Commission	Appointee	Date Appointed
Mayor – Lew White	Airport Board	John Hinnekamp	12/19/17
	Board of Adjustment	Mike Annas	12/19/17
	Construction Board	Raymond DeLeon	06/04/19
	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	12/17/19
	Eco Dev. Revolving Loan	Ryan Lozano	03/07/17
	Eco Dev. Corp, ½ Cent Sales Tax	Dyral Thomas	12/17/19
	Electric Board	Frank Gomillion	12/17/19
	Historical Preservation	Victor Corpus	03/07/17
	Library Board	Shirley Williams	12/17/19
	Parks and Recreation	Linda Thompson-Bennett	03/07/17
	Planning & Zoning	Chris St. Leger	12/17/19 CM McGregor on behalf of Councilman Mendoza
District 2– David Bryant (Members appointed prior to Nov 14, 2019 were made by 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	Quartermetra Hughes	06/04/19
	Parks and Recreation	James Torres	03/07/17
		Rob Ortiz, Alternate	03/07/17
	Planning & Zoning	Manuel Oliva	03/07/17

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COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

District 3 – Kara McGregor	Airport Board Board of Adjustment Construction Board Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Electric Board Historical Preservation Library Board Parks and Recreation Planning & Zoning	Ray Chandler Anne Clark, Vice-Chair Kirk Smith (Alternate) Jerry West, Vice-Chair Lew White, Chair Sally Daniel John Voigt 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 06/18/19 09/03/19 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 Rick Arnic	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 01/15/19
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	01/07/20 01/07/20 01/07/20 01/07/20 01/07/20 03/07/17 01/07/20 03/07/17 01/07/20

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 VACANT-Black resigned 1-7-20	03/07/17 03/07/17 03/07/17 03/07/17 03/07/17 11/21/17 03/07/17 03/07/17
	Charter Review Commission (Five member commission) Term - 24 months after appointment	Ray Sanders Bill Hernandez Roland Velvin Elizabeth Raxter Alan Fielder	03/01/16 – Michelson 03/01/16 – Michelson 03/01/16 – Michelson 03/01/16 – Hilburn 03/15/16 – Hilburn
	Sign Review Committee (no longer meeting)	Gabe Medina Neto Madrigal Terry Black Kenneth Sneed Johnny Barron, Jr. Tim Clark	03/17/15 - Mayor Pro-Tem Sanchez 04/21/15 – Councilmember Mendoza 12/19/17– Councilmember McGregor 03/17/15 – Mayor White 03/17/15 – Councilmember Castillo 03/17/15– Councilmember Michelson
	Parks Master Plan Steering Committee (8-10 members)	Albert Villalapando Dennis Placke Nita McBride Rebecca Pulliam Bernie Rangel Derrick David Bryant Beverly Anderson Carl Ohlendorf Beverly Hill	09/05/17 – Parks Bd appointee 09/05/17 – Parks Bd appointee 12/05/17– McGregor 09/19/17– Michelson 09/19/17 – Castillo 09/19/17 - Sanchez 09/19/17 - Mendoza 09/19/17 – Westmoreland 09/19/17 – Mayor White

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COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

	Church Property Ad-hoc Committee (7 members)	Amelia Smith Jackie Westmoreland Todd Blomerth Andy Govea Terry Black Jane Brown Raymond DeLeon Dyrall Thomas	09/05/17 – Westmoreland 09/05/17 – Westmoreland 09/05/17 – Mayor White 09/1917 – 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) THIS COMMITTEE WAS - RE-ESTABLISHED ON MARCH 5, 2019	Roy Watson Ronda Reagan Sally Daniel Rob Ortiz Bobby Herzog	03/05/19 03/05/19 03/05/19 03/05/19 03/05/19 Appointed by Mayor with consensus of Council
	HOT Advisory Bd	Ray Sanders Alfredo Munoz Archana “Archie” Gandhi Janet Grigar Steve Lewis and Pam Larison Sally Daniel (Alternate) Roxanne Rix (Alternate)	All members appointed by consensus of the Council on 12/03/2019



City of Lockhart

2019-2020 Strategic Priorities

Prepared by:



City of Lockhart

Summary

On February 1 & 2, 2019 the City of Lockhart hosted two half-day planning sessions to develop goals and strategies for the next 2 years. Some of these goal areas were internal, whereas others were external. The following is the process used to reach the conclusions for the plan.

The process began with a preliminary phone meeting between the facilitator and Steve Lewis, City Manager, to go over key issues facing the City, understand the programs and projects underway through the community, and to prepare the agenda and format for the planning retreat.

The first portion of the strategic planning process began on Friday, February 1, 2019 with the City Manager and the City of Lockhart Management Team. The facilitator began by asking the Management Team participants what their expectations for discussion for the day were. She then took the team through a SWOT (Strengths, Weaknesses, Opportunities, & Threats) Analysis. The next group exercise was a brainstorm called Start/Stop/Continue that lists the things that need to begin happening, stop happening, and are mission-critical and must continue regardless of circumstances.

The facilitator then guided the Management Team through 2019-2020 goal and strategy development to recommend to the City Council the following day.

On Saturday, February 2, 2019, the City Council and City Manager convened to review, revise, and establish priorities related to the recommendations generated the day before by the Management Team. Prior to the review, the facilitator asked the City Council to list their expectations for discussion for the day.

The following are the results.

Management Team Expectations for the Day's Discussion Topics

- That City Council will take what we say seriously
- Consider all staff in decisions
- Hear each other's goals
- Live by the plans we create / develop
- That Council develop goals / priorities based on sound data / research
- Focus
- Consider quality of life as over-arching goal
- Discuss business attraction vs. recruitment
- Being prepared for growth
- Facilities improvements
- Facilities maintenance
- How do we give back to those who need extra help?
- Smart land use practices
- Discuss Tourists/Tourism – what is there for kids to do while in town visiting family?

City Council Expectations for the Day's Discussion Topics

- Capitalize on Tourism
- Discuss Wi-Fi
- Capitalize on BBQ Capital of Texas
- Cleaning up of unsightly properties (residential)
- Work in unity today
- Serve our community
- Focus
- To discuss Economic Development targeting technology jobs
- Industrial Park is full – now what?
- Cleaning up of City properties / facilities
- Actually implement our goals
- Discuss the direction of Economic Development
- Think bigger / think change / embrace change
- Develop our identity
- Attractive gateway signage
- Employee wages
- Technology infrastructure

SWOT Analysis

The facilitator guided the participants through an analysis of their current Strengths, the current Weaknesses or Challenges they are facing, Opportunities that may come their way in the future, and Threats that are possible to occur in the future. Note that there are no right or wrong answers here and no implication of likelihood. This is simply a brainstorm of the opinions of the participants to get them thinking about goals in the next portion. The Management Team listed their responses first, then the City Council added additional items the following day.

Strengths

- Historic district
- County seat
- BBQ Capital of Texas
- Location to highways
- Tourism
- Small town (family-oriented)
- Growing – room for more
- Desire to manage growth
- Good development process
- Proximity to Austin
- Comparable housing prices
- Existing capacity of utilities
- Easy mobility
- Economic Development Sales tax
- Clark Library
- Baker Theatre
- Ease of developing land (flat)
- Employees who experience long tenure
- Volunteers
- CTR (Chisholm Trail Roundup) & other local events
- Community support
- Recognizable court house
- Movies / film production (TFC)
- Long-term water planning
- High-level financial planning
- Competitive building / development fees
- “Real” city with well-managed growth
- New energy
- Proximity to large cities / airport
- New residents – new ideas – changing priorities
- Diversity
- First Friday Downtown Event

Weaknesses / Challenges

- Incentives – Economic Development lack of use
- Technology – aging equipment and software
- Infrastructure
- Facilities – condition / maintenance
- Competitive salaries within region
- Training opportunities
 - Professional development
 - Budget
- Closed minds – have always done it this way
- Tourism
- Managing growth
- Need for succession planning
- Public perception influencing job applicant pool
- Weak tax base
- Limited in-town post-secondary educational opportunities
- Lack of retail
- Lack of entertainment (kids)
- Limited grocery options
- City-owned property
- College
- Venue / convention center
- Lack of hotels
- Entryways to community
- Not using TIF financing
- Emerging downtown organization
- How to effectively support increasing, ever-growing number of festivals
 - Create packages for vendors and festivals
- No city recreation programs
- In-kind services
- Very limited public transportation services
- Outdated web information
- Poor communication with citizens

Opportunities

- Expand airport (hangars)
 - Install AWOS (Automated Weather Observing System)
- Improve working conditions of employees
- Proximity to Austin
- Implement first phase of parks master plan
- SH-130 has great properties but not city-owned property
- Undeveloped lots on Square and north / northwest of Square
- Long-tenured elected leadership
- Increase community involvement
- To develop positive relationship with County, School, and organizations
- Quality economic growth
- Franchise recreational or entertainment venues (theaters, bowling, outlets, concerts, water parks)
- Community college campus
- Increased communication needed with ISD for school planning, infrastructure, etc.
- Expand walking / biking opportunities for exercise and community involvement
- Lockhart Springs (natural spring)
- Lockhart State Park transfer to City
- Potential residential development around golf course
- Development within historic district
- School district growth
- Housing growth
- Business growth
- St. Paul Church and other redevelopment opportunities
- Hospital / medical facilities
- Public bathrooms downtown
- Develop Industrial Park
- More involvement with San Marcos Greater Partnership
- Partnership with Austin Chamber
- EDC \$ will go further today than in 2 years (spec buildings, parking)

Threats

- Economic recession
- Voter turnout
- Government shutdown
- Citizen input
- Natural disaster
- Leadership in government
- Lack of economic development direction
- Competition from other cities
- Lack of resources
- Building maintenance
- Technology – cyber security
- Surging population
- Infrastructure improvement
- Maintaining reputation
- Planning without follow through
- Lack of educated workforce – skilled labor
- Crime
- Lack of workforce – people
- Retention and hiring
- Youth retention
- School quality
- Lack of industry
- Lack of racial unity
- Micro-managing
- Other utilities providers
- Homeless services – transportation
- Types of future growth

Start/Stop/Continue

The facilitator guided the Management Team through an exercise that challenged them to brainstorm things that the City really needed to begin doing, what they should stop doing that could be a waste of resources, and what must they continue doing, regardless of circumstances. Below are their responses. Note that there are no right or wrong items; these are merely individuals' opinions about the things that should and shouldn't change in Lockhart. Just because one person has a certain opinion on a topic, that does not imply anyone else shared that opinion.

Start

- Space allocation study
- Renovate City buildings – construct
- Downtown bathrooms
- Improve salaries – salary survey
- Staff development program / policies / procedures
- Consistency in purchasing
 - Revamp purchasing policy
- Replacing capital equipment / vehicles – vehicle fund
- Mandatory single stream recycling
- IT department, in-house City Engineer
- New technology in terms of equipment, network, server, software
- Re-assess who is in charge of downtown redevelopment
 - Name which entity (or entities) funds downtown redevelopment initiatives
 - Name which entity (or entities) manages downtown redevelopment initiatives
- 2020 Comprehensive Master Plan Update that includes a future land use plan and map

Stop

- In-house utility billing (consider outsourcing)
- Outsourcing IT (consider bringing in-house)
- Repetitive useless paperwork (paperwork/policies must be updated and streamlined)
- Increasing overtime in fire and police (hire more to fix this issue)
- Using outdated equipment
- Hand -picking collections of recycled goods (business pick up)
- Laying asphalt driveway approaches for “free”
- Demolition of condemned houses – stop doing in-house (needs to be outsourced)

Continue

- Meeting with County, City, School, Chamber, EDC
- Implementing 2020 Plan and Updates
- Attracting businesses – growth
- Providing superior service
- Redeveloping Downtown
- Implement Parks Master Plan
- Being a great place to work
- Public investments along SH-130
- Supporting festivals / movie projects
- Financial planning
- Embracing tourism

Goal 1: Economic Development / Planning

Strategies
1. Partner with LISD and local youth organizations to encourage careers in local emergency services (Fire and Police)
2. Reassess who is in charge of managing and funding downtown development and tourism
3. Attract a post-secondary education campus / facility
4. Complete updating our development ordinances
5. Consider development tools to facilitate attraction / recruitment to SH 130 corridor
6. Bring utilities, assist assembling parcels, rezoning tracts along SH 130
a) Shovel ready
b) Pursue prospects
7. Start investing in more property for growth
8. Explore next industrial park
9. HOT (Hotel Occupancy Tax) Funds – revamp structure
10. Economic Development Strategic Plan
11. Robust LEDC website

Goal #1 KPIs / Metrics:

- Did we partner with LISD & other youth organizations to encourage emergency services careers?
- Did we reassess downtown development and tourism initiatives and who leads each?
- Did we initiate efforts to attract a post-secondary educational institution or facility to Lockhart?
- Did we completely update our development ordinances?
- Did we brainstorm development tools for SH-130 development?
- Did we bring utilities and assemble parcels along SH-130?
- Did we develop shovel-ready development sites?
- Did we market those sites to prospective investors?
- Did we develop plans for our next industrial park?
- Did we revamp the way HOT funds are structured?
- Did we develop and implement an Economic Development Strategic Plan?
- Did the Lockhart EDC revamp their website to better attract investment?

Goal 2: Quality of Life / Quality of Facilities

Strategies
1. Invest money to improve the appearance of our town (streets, parks, entry signs)
2. Conduct a Space Study of City Buildings and facilities including City Hall
3. Improve the image of City facilities as needed
4. Update, renovate, and construct City facilities as needed
5. Implement the Parks Master Plan, improving the quality of life for community
6. Conduct a citywide quality of life citizen survey

Goal #2 KPIs / Metrics:

\$ amount invested in streets in 2019 and 2020? \$ _____

\$ amount invested in parks in 2019 and 2020? \$ _____

\$ amount invested in gateway entry signs in 2019 and 2020? \$ _____

of City facilities we improved the appearance of? _____

- Which facilities did we improve the image of?
- Did we implement elements of the Parks Master Plan?
- Did we secure quotes on a Space Study of City buildings including City Hall?
- How many City-owned buildings did we renovate or retrofit?
- Did we conduct a citywide quality of life citizen survey?
- Did we address levels of service based on the citizen responses we received?
- Did we address levels of satisfaction based on the citizen responses we received?
- Did we address areas for improvement based on the citizen responses we received?

Goal 3: Staffing / Personnel

Strategies
1. Consider hiring additional personnel (engineer, IT, etc.)
2. Conduct a staffing study that includes evaluating efficiencies and compensations
3. Right size staffing levels city-wide based on study results
3. Consider starting salaries that compete with surrounding communities
4. Be consistent with staff development / policies / purchasing procedures
5. Implement a staff development program (be consistent)
6. Start developing / preparing current staff to take on leadership roles within the organization in the future
7. Bi-lingual staff
8. Customer service / experience excellence training

Goal #3 KPIs / Metrics:

of new positions in 2019 and 2020? _____

- Did we perform a staffing efficiency/compensation study?
- Did we right-size our salaries based on that study by the end of 2020?
- Did we develop new consistent policies and procedures regarding professional development of staff?
- Did we develop new consistent policies and procedures regarding purchasing/procurement?
- Did we create and implement a new staff development program to ensure everyone has training opportunities?
- Did we begin grooming current staff for future leadership roles?
- How many staff do we have on a leadership track by the end of 2020?

of new employees added in 2019 and 2020 who are bilingual? _____

- Did we deliver Customer Experience Excellence training to every City employee?

Goal 4: Procedures / IT / Software and Hardware

Strategies
1. Conduct a Technology Assessment that yields specific recommendations
2. Improve technology / create specific strategies to have better IT support based on Assessment results
3. Upgrade all technology-related issues as recommended – desktops, servers, software, equipment, and peripherals
4. Start replacing old equipment
5. Provide superior service by keeping technology up to date and being able to communicate with the public (keep an open line of communication through website)
6. Carefully weigh all the pros and cons of considering bringing IT in-house
7. Upgrade the operating system
8. Streamline technology hardware, software processes within the City, based on Assessment recommendations
9. Upgrade all equipment and software and be trained on specific software to be used to maximum potential
10. Explore implementing downtown Wi-Fi

Goal #4 KPIs / Metrics:

- Did we conduct a Technology Assessment?
- Did we secure top quality technology support across all departments by the end of 2020?
- Did we upgrade our desktop computers?
% of employees who received upgraded computers by the end of 2020 (from 2018 numbers)? _____
- Did we upgrade our servers?
- Did we upgrade our computer software, subscriptions, and licenses?
- Did we upgrade our peripherals?
- Did we upgrade our other technology equipment?
- Did we establish an IT policy for updates and replacements that will keep us up-to-date from now through the future?
- Did we carefully weigh all the pros and cons of keeping IT outsourced vs. bringing it in-house?
- Did we upgrade our City operating system?
- Did we streamline our City technology processes?
- Did we secure training for staff to use all new equipment properly and efficiently?
- Did we investigate implementing WiFi throughout Downtown Lockhart?

Goal 5: Public Safety

Strategies
1. Provide quality public safety to all citizens of Lockhart
a) Develop a specific Retention Strategy first
b) Develop a specific Hiring Strategy
c) Long-term public safety facility planning
d) Develop an equipment replacement schedule
e) Ensure use of best practices / standards (research best practices, then implement)
f) Evaluate Accreditation opportunities

Goal #5 KPIs / Metrics:

of new law enforcement officers hired in 2019?

of new law enforcement officers hired in 2020?

% law enforcement officers retained?

of new firefighters hired in 2019?

of new firefighters hired in 2020?

% firefighters retained?

Did we develop a long-term public safety facilities plan?

Did we develop a public safety equipment replacement schedule?

Did we implement that new replacement schedule?

Did we research and record best practices across the country regarding public safety policy?

Did we make any modifications to our public safety policies based on that research?

Did we explore and evaluate Accreditation opportunities?

Conclusion

At the end of the planning retreat, the facilitator reminded all the participants that these goals would only be achieved if they held true to their commitments today to implement these specific strategies and tactics.

She reminded them that they are one team working toward one vision. The participants agreed to use this document regularly throughout 2019 and 2020 to track progress and measure accomplishments.

CITY COUNCIL FY 18-19 GOALS (FINAL COMBINED)

PRIORITY ORDER

COUNCILMEMBER	PRIORITY	FY 18-19 GOALS
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

COUNCILMEMBER	PRIORITY	FY 18-19 GOALS
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

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 walkway
6	Gonzales-Sanchez	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants)	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000. Chambers could use HOT for more tourism.
6	Michelson	Continue to work on City Park improvements	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
6	White	Pursue possible ESD-EMS district	Legal issue with participation by County and City of Luling preferable
7	Gonzales-Sanchez	Parks Improvemens: Purchase more park equipment to provide safe and fun filled parks for all to use.	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
7	Mendoza	Start Talks With YMCA Austin again. Seek sponsors funding if necessary	Our population hurt in previous discussions, Will pursue again. They usually want commitment for a minimum number of individuals and families depending on population of not only City but its metro area
7	Michelson	Work on building a civic center/ recreation center	\$ 9 million plus land \$ 2.5 million for about 20,000 sf plus about \$240,000 annual maintenance costs and minimum of \$60,000 for utilities; estimated revenues offset is about \$60,000; take out recreation center and cost go down about 20%. It has been reported that Bastrop is spending over \$500,000 per year to operate its civic center. Revenues not covering costs.
7	White	Cemetery maintenance	Cemetery Tax up to 5 cents allowed by State Law
8	Gonzales-Sanchez	City Hall: Refurbish with Improvements and/or Upgrades	Elevator and improvements to restrooms planned; better offices for Connie and Sandra planned also.
9	Gonzales-Sanchez	Convention Center	\$ 9 million plus land \$ 2.5 million for about 20,000 sf plus about \$240,000 annual maintenance costs and minimum of \$60,000 for utilities; estimated revenues offset is about \$60,000; take out recreation center and cost go down about 20%. It has been reported that Bastrop is spending over \$500,000 per year to operate its civic center. Revenues not covering costs.
10	Gonzales-Sanchez	Employee: Possible additional Employee Holiday Time off-Alternating system	City employees now have 12 holidays and 1 personal holiday; time off is granted by seniority with department head responsible for keeping sufficient personnel to serve the public needs. Employees also receive at least 2 weeks of vacation time. Those employees required to work on holidays receive their normal pay plus holiday pay.

City of Lockhart
Future Debt Payments as of 9/30/18

Description		Paid Debt	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT
General Government																					
Hotel Tax Fund																					
2016 GO Refunding			40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000								400,000
Total Hotel Tax Fund P & I			-	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	-	-	-	-	-	-	-	400,000
LEDC																					
2015 Tax & Revenue	100.00%		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	1,048,596
Total LEDC Fund P & I			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	1,048,596
2015 Capital Projects Fund																					
2015 Tax & Revenue																					-
Total 2015 Capital Projects Fund Fund P & I			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Drainage																					
2015 Tax & Revenue			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	1,700,000
Total Drainage Fund P & I			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	1,700,000
General Fund																					
2015 Tax & Revenue																					-
Total General Fund P & I			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service Fund																					
2006 Tax & Rev CO's	100.00%		47,175	50,535	48,690	46,845															146,070
2006-A Tax & Rev CO's	93.00%		267,890	267,803	267,332	271,128															806,264
2015 Tax & Revenue	TRNSF		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	4,548,778
2015 Tax & Revenue	12.00%		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	2,567,990
2016 GO Refunding	74.84%		171,056	346,930	361,150	353,161	656,899	666,927	661,698	666,974	673,111	670,566	678,350	-	-	-	-	-	-	-	5,735,766
Total Debt Service Fund P & I			790,494	969,229	981,628	976,002	1,092,041	1,102,275	1,095,728	1,101,251	1,107,491	1,105,688	1,113,842	451,972	451,107	451,365	450,587	451,400	451,056	452,205	13,804,868
Total General Government			938,587	1,157,273	1,169,731	1,164,154	1,295,686	1,305,945	1,299,241	1,304,794	1,311,046	1,309,331	1,317,529	617,619	616,651	616,940	616,069	616,979	616,594	617,881	16,953,464

Future Debt Payments as of 9/30/18

Description	Paid Debt	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT
Proprietary																				
Electric Fund																				
2013 SIB Loan	30.81%	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	-	-	1,067,268
Total Electric Fund P & I	-	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	-	-	1,067,268
Water Fund																				
2006A Tax & Rev CO's	7.00%	20,164	20,157	20,122	20,408															60,687
2015 Tax & Revenue	49.60%	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	10,614,362
2016 GO Refunding	21.81%	49,849	101,103	105,247	102,919	191,435	194,357	192,833	194,371	196,159	195,418	197,686	-	-	-	-	-	-	-	1,671,528
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	-	-	1,240,140
Total Water Fund P & I	-	639,507	690,258	694,962	693,416	918,359	921,529	918,418	920,254	922,166	922,317	925,032	747,186	746,144	746,454	745,518	746,498	663,406	664,800	13,586,717
Sewer Fund																				
2015 Tax & Revenue	4.30%	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	920,197
2016 GO Refunding	3.35%	7,657	15,529	16,166	15,808	29,404	29,853	29,619	29,855	30,130	30,016	30,364	-	-	-	-	-	-	-	256,744
2013 SIB Loan	33.39%	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	-	-	1,156,537
Total Sewer Fund P & I		126,963	134,793	135,481	135,166	162,359	162,829	162,457	162,710	163,005	162,968	163,356	134,711	134,620	134,648	134,566	134,651	57,513	57,643	2,333,478
Total Proprietary Fund P & I	-	837,621	896,203	901,594	899,733	1,151,869	1,155,510	1,152,026	1,154,116	1,156,323	1,156,436	1,159,539	953,049	951,915	952,253	951,236	952,301	720,919	722,443	16,987,463
Grand Total		1,776,208	2,053,476	2,071,326	2,063,887	2,447,555	2,461,455	2,451,267	2,458,910	2,467,369	2,465,767	2,477,068	1,570,668	1,568,566	1,569,193	1,567,305	1,569,280	1,337,513	1,340,324	33,940,927

City of Lockhart
2015 BOND PROGRAM

Cost	Notes	Task Name	Duration	Start	Finish	2015												2016												2017											
						Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
\$14,124,890.00		TOTAL PROJECT COST				[Gantt chart showing total project cost from Feb 2015 to Jan 2017]																																			
\$2,068,024.00	1	DRAINING IMPROVEMENTS CONTRACT 1 - Mesquite/Wichita Street & Richland Drive				[Gantt chart for Contract 1: Surveying Proposal (17 days), Survey (30 days), Acquisition (120 days), Engineering Design (90 days), Bid Ad/NTP (60 days), Construction (180 days)]																																			
\$1,999,200.00	2	DRAINAGE IMPROVEMENTS CONTRACT 2 - Century Oaks/Market Street, & Ash/Comal Streets				[Gantt chart for Contract 2: Surveying Proposal (17 days), Survey (30 days), Acquisition (150 days), Engineering Design (120 days), Bid Ad/NTP (60 days), Construction (180 days)]																																			
\$3,394,038.00	3	DRAINAGE IMPROVEMENTS CONTRACT 3 - Downtown Improvements Project				[Gantt chart for Contract 3: Surveying Proposal (15 days), Survey (45 days), Engineering Design (180 days), Bid Ad/NTP (60 days), Construction (365 days)]																																			
\$323,400.00	4	DRAINAGE IMPROVEMENTS CONTRACT 4 - Medina & US183 Project				[Gantt chart for Contract 4: Surveying Proposal (15 days), Survey (7 days), Acquisition (90 days), Engineering Design (60 days), Bid Ad/NTP (60 days), Construction (90 days)]																																			
\$1,764,000.00	5	FM 2001 ELEVATED TANK PROJECT				[Gantt chart for Contract 5: Surveying Proposal (15 days), Survey (15 days), Acquisition (120 days), Engineering Design (90 days), Bid Ad/NTP (60 days)]																																			

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
\$1,355,516.00	6	SH130 WATER MAIN PROJECT - City Line Rd. to Existing Tank, SH 130 @ Hwy. 142, Borchert/Mockingbird, Control Valves, FM 2001	365 days	Thu 6/30/16	Thu 6/29/17																																				
		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	SH130 PUMP STATION PROJECT																																							
		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	SH130/TOWN BRANCH SEWER PROJECT																																							
		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	WATER TRANSMISSION MAIN PROJECT - 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																																				