

**PUBLIC NOTICE**

**AGENDA**

**LOCKHART CITY COUNCIL**

**TUESDAY, FEBRUARY 7, 2017**

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

**6:30 P.M.**

**WORK SESSION (No Action)**

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

**PRESENTATION ONLY**

- A. Presentation of a proclamation declaring February 2017 as "Dating Violence Awareness and Prevention Month".

**DISCUSSION ONLY**

- A. Discussion with and update by the Greater San Marcos Partnership (GSMP) about the benefits that the City of Lockhart receives as a member. 5-7
- B. Discuss minutes of the City Council meeting of January 17, 2017. 8-15
- C. Discuss Resolution 2017-03 authorizing the submission of a Texas Community Development Block Grant Program Application to the Texas Department of Agriculture for the Community Development Fund; 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 Block Grant Program. 16-18
- D. Discuss selling Lockhart Fire Units 2006 F-550 Rescue Truck and 1995 Engine-3 using the public notice process to receive bids. 19-20
- E. Discuss Ordinance 2017-03 amending Chapter 28 "Historic Districts and Landmarks" of the Code of Ordinances, Section 28-20 "Tax abatement for preservation of historic properties", Section 28-21 "General criteria and guidelines of tax abatement program"; and Section 28-23 "Certification for tax abatement". 21-26
- F. Discuss the Caldwell Valley Development Agreement proposed by Walton Texas, LP, and authorize the Mayor to sign the document. 27-46
- G. Discuss Resolution 2017-04 requested by Walton, LP for consent to annex land within the Lockhart Extraterritorial Jurisdiction into one or more Municipal Utility Districts for the proposed Caldwell Valley development. 47-50

**7:30 P.M. REGULAR MEETING**

**1. CALL TO ORDER**

Mayor Lew White

**2. INVOCATION, PLEDGE OF ALLEGIANCE**

Invocation - Ministerial Alliance.

Pledge of Allegiance to the United States and Texas flags.

**3. CITIZENS/VISITORS COMMENTS**

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

**4. CONSENT AGENDA**

A. Approve minutes of the City Council meeting of January 17, 2017. 8-15

B. Approve Resolution 2017-03 authorizing the submission of a Texas Community Development Block Grant Program Application to the Texas Department of Agriculture for the Community Development Fund; 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 Block Grant Program. 16-18

C. Approve selling Lockhart Fire Units 2006 F-550 Rescue Truck and 1995 Engine-3 using the public notice process to receive bids. 19-20

D. Approve Ordinance 2017-03 amending Chapter 28 "Historic Districts and Landmarks" of the Code of Ordinances, Section 28-20 "Tax abatement for preservation of historic properties", Section 28-21 "General criteria and guidelines of tax abatement program"; and Section 28-23 "Certification for tax abatement". 21-26

**5. DISCUSSION/ACTION ITEMS**

A. Discussion and/or action to approve the Caldwell Valley Development Agreement proposed by Walton Texas, LP, and authorize the Mayor to sign the document. 27-46

B. Discussion and/or action to approve Resolution 2017-04 requested by Walton, LP for consent to annex land within the Lockhart Extraterritorial Jurisdiction into one or more Municipal Utility Districts for the proposed Caldwell Valley development. 47-50

C. Discussion and/or action regarding appointments to various boards, commissions or committees. 51-67

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

- Update: US Hwy 183 expansion project, Blackjack to Wal-Mart; the last design puts all drainage waters on the west side until it gets down to the ditch between Smith Supply and Walmart.
- Update: Drainage work continues on Mesquite, Braden, Wichita, and Vega Street areas; detention ponds and other work about 95% complete; patching and paving of streets should be completed within the next 30 days, weather-permitting.
- Update: E. Walnut Street Neighborhood Drainage Project, utility clearance work almost completed; still waiting on telephone clearances; contractor has started pipe work.
- Update: Bid advertisements for the Ash, Comal, and Pine Street Drainage Project are planned this month; utility clearances by the gas company are pending. We will wait on bidding out to conflict with City crews working on water/sewer clearances; a neighborhood meeting will be set up after the bidding but before the project starts.
- Report: Lockhart Chamber of Commerce Annual Banquet held Saturday, January 28, at Embassy Suites in San Marcos.
- Report: Hot Rods and Hatters Car Show Event.
- Report: Black Heritage Banquet held Saturday, Feb 4 at the Fountains.
- Reminder: Annual Progressive Club Event, Saturday, February 18, 2017, at the Lions Club.

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

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

8. **ADJOURNMENT**

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

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



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

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

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

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

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

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

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

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

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

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

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

I certify that the above notice of meeting was posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on the 3<sup>rd</sup> day of February 2017 at 2:35pm. I further certify that the following News Media was properly notified of this meeting as stated above: Lockhart Post-Register



Connie Constancio, TRMC  
City Secretary



**CITY OF LOCKHART  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b> <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<b>Council Meeting Date: February 7, 2017</b>				
Department: Economic Development		Initials	Date	
Department Head: Robert Tobias	Asst. City Manager			
Dept. Signature: <i>[Signature]</i>	City Manager	<i>[Initials]</i>	2-2-2017	
Agenda Item Coordinator/Contact (include phone #): Robert Tobias, 398-3461 ext. 233				
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER				
<b>CAPTION</b>				
Discussion with and update by the Greater San Marcos Partnership (GSMP) about the benefits that the City of Lockhart receives as a member.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input checked="" type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget		10,000	10,000	\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
<b>BALANCE</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>FUND(S): LEDC Budget</b>				
<b>SUMMARY OF ITEM</b>				
Update about activities and plans that will be of value to the City of Lockhart.				
<b>STAFF RECOMMENDATION</b>				
None				
List of Supporting Documents: • LEDC Minutes		Other Departments, Boards, Commissions or Agencies: None		



**The meeting was not successfully recorded due to equipment failure. SM**

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

**Monday October 5, 2015  
6:00 P.M.**

**CITY HALL UPSTAIRS CONFERENCE ROOM  
308 WEST SAN ANTONIO STREET**

**Board Members:** Fermin T. Islas, Chairperson, Alan Fielder, Vice-Chairperson, Morris Alexander, Bernie Rangel, Dyrall Thomas, and Frank Estrada, Ken Doran

**Board Members Present:** Fermin T. Islas, Chairperson, Alan Fielder, Vice-Chairperson, Morris Alexander, Bernie Rangel, Dyrall Thomas, and Frank Estrada, Ken Doran

**Board Members Absent:** None

7 of seven members present creating a quorum of 7.

**Guests:** None

**Staff Present:** Sandra Mauldin, Economic Development Director – Secretary of LEDC, Vance Rodgers, President of LEDC, and Jeff Hinson, City of Lockhart Finance Director

**1. CALL TO ORDER**

The Lockhart Economic Development Corporation meeting was called to order at 6:00 p.m. by Fermin T. Islas, Chairman. The members are marked present above.

**2. DISCUSSION/ACTION ITEMS**

**A. Discussion and/or action to consider approval of the minutes of August 24, 2015 and September 15, 2015 meetings.**

**Motion to approve the minutes of August 24, 2015 and September 15, 2015 meetings.**

**Motion:** Ken Doran

**Second:** Bernie Rangel

**Vote:** 7 of 7

**B. Discussion and/or action to hear reports on Greater San Marcos Partnership Directors' meeting and Investors' meeting and to consider 2014-2015 and 2015-2016 membership payments to Greater San Marcos Partnership each in the amount of \$10,000.00.**

Sandra Mauldin reported that LEDC approved the payment of the FY 2013/2014 membership on July 2014. We recently received a bill for FY 2014/2015 to pay for the dues for the fiscal year that was just concluded. There had been mention of the membership being due, but we had not received a statement until last month. She stated it appeared that this was primarily due to the increased duties of both volunteers and staff during the GSMP Comprehensive planning process. The \$10,000 membership is included in and approved by both LEDC and the Council in both annual budgets, but staff has promised to bring all large amounts to the Board's attention before the item is paid. We ask that you consider approval of both 2014/2015 and 2015/2016 so that when billed we can proceed with the payment.

The benefits of the Partnership remain the same. When we market with the Governor's Office, we market all of Texas. When we market with Opportunity Austin, we market the entire region surrounding Austin, but when we market The Greater San Marcos Partnership we are marketing Hays and Caldwell Counties only. Another huge benefit has been the completion of the comprehensive economic development plan. Because we went through the process with the Partnership, our numbers, opportunities, etc. are included in this plan. This plan alone would have cost us tens of thousands of dollars. We have always participated in Opportunity Austin, Economic Development planning process, but we are less significant in that process.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)

Minutes

Monday October 5, 2015

6:00 P.M. - CITY HALL

Page 1 of 4

6

They assisted us in developing our plan for implementation. We learned that every time someone looks at our census statistics they see a very poor community where half of the houses are mobile homes, but we are now aware of this and are able to address it.

Another exciting result of the planning is that the consultants feel we are well positioned for some form of entertainment venue much like Arlington, Texas was years ago. The main driving force in this proposed opportunity is the location at a mid-point between Austin and San Antonio. This location factor positions us for other great opportunities as well.

We have initiated the implementation of the plan and this will position us for even greater growth opportunities.

**Motion to approve the 2014-2015 and 2015-2016 membership payments to Greater San Marcos Partnership each in the amount of \$10,000.00.**

**Motion: Bernie Rangel**

**Second: Alan Fielder**

**Vote:   7   of   7**

**C. Discussion regarding Industrial Park Ready land.**

Sandra Mauldin reported that staff was directed to put an item on the agenda to discuss purchasing property for another Industrial Park. There are also a lot of changes and opportunities unfolding at this time both from the private sector as well as from the possible opportunity for grants for infrastructure.

The only property with shovel ready land is the three acres in Lockhart Industrial Park II, however, we have had 30% of the projects received since the first of the year that required all utilities to the property line.

**D. Discussion and/or action regarding proposed Economic Development Administration grant for infrastructure.**

Vance Rodgers, LEDC President reported we have been looking into an EDA grant. It is traditionally a 50/50 grant, and the match would presumably come from LEDC. Because of the rising poverty rates, we may have moved into an 80/20 match which would certainly be easier to manage. A match could be as little as \$200K or upwards of \$600k depending on how we qualify.

Jeff distributed continued budget and YTD actual.

**Motion to direct staff to move forward with the EDA grant application for infrastructure and to propose to provide funds up to a 50% match of the project amount.**

**Motion: Alan Fielder**

**Second: Bernie Rangel**

**Vote:   7   of   7**

**3. DISCUSSION ITEMS**

**A. Discussion and or action regarding notice from The Comptroller of Public Accounts of a payment due for sales tax refund in the amount of \$91,206.07 to reimburse a Vendor Sales Tax overpayment.**

Jeff Hinson reported that we received notice from the Comptroller of Public Accounts that there had been a claim made to the State requesting a refund of taxes paid for sales tax. It impacts us in the amount of \$91,206.07. This was analyzed and ruled on by the AG. Therefore, we must pay it. Jeff reported that he had opted to pay it back in monthly installments of \$ 2,280 from LEDC. The city will be due an additional 2/3 of the \$91,206.07.

**B. American Pew & Bench LLC lease on 215 E. MLK, Jr. Industrial Blvd.**

**LOCKHART CITY COUNCIL  
REGULAR MEETING**

**JANUARY 17, 2017**

**6:30 P.M.**

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

**Council present:**

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

Mayor Lew White  
Councilmember John Castillo  
Councilmember Benny Hilburn  
Councilmember Brad Westmoreland

**Staff present:**

Vance Rodgers, City Manager  
Peter Gruning, City Attorney  
Dan Gibson, City Planner

Connie Constancio, City Secretary  
Jeff Hinson, Finance Director  
Rob Tobias, Economic Development Director

**Citizens/Visitors Addressing the Council:** Citizens: Bernie Rangel, Jim Fleming, Rick Alonzo, and Chris Dailey.

**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 MINUTES OF THE CITY COUNCIL MEETING OF JANUARY 3, 2017.**

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

**B. DISCUSS THE 1ST QUARTER FISCAL YEAR 2017 INVESTMENT REPORT.**

Mr. Hinson provided details and there was discussion about the following:

- Quarterly Investment Report ending December 31, 2016
- Investment Portfolio Summary
- Cash Accounts (as reconciled to BOTO)
- Marketable Securities Transaction Summary
- Investment Pool Transactions Summary
- Certificates of Deposit Transaction Summary
- Investment Pools – Standard and Poor’s Ratings
- Bank of the Ozarks Collateralization – Standard and Poor’s Ratings

**C. DISCUSS RESOLUTION 2017-01 NAMING JAMES BERTRAM AS THE CITY OF LOCKHART’S NOMINEE TO FILL A VACANT POSITION TO THE BOARD OF DIRECTORS OF THE CALDWELL COUNTY APPRAISAL DISTRICT.**

Mayor White stated that the Resolution is a result of the City Council’s vote to nominate James Bertram as the City of Lockhart’s nominee to be placed on a future ballot to fill a vacant position on the Caldwell County Appraisal District’s Board of Directors.

8



**D. DISCUSS THE SELECTION OF TRC ENGINEERING AS THE BEST QUALIFIED PROFESSIONAL ENGINEERING SERVICES COMPANY TO ASSIST THE CITY IN ITS TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) APPLICATION PREPARATION AND PROJECT IMPLEMENTATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND CONTRACT, IF AWARDED, TO SUPPORT PUBLIC INFRASTRUCTURE (WATER AND/OR WASTEWATER) IMPROVEMENTS ACTIVITIES FOR THE CITY OF LOCKHART, AND APPOINTING THE MAYOR TO SIGN ANY REQUIRED DOCUMENTS FOR THE GRANT.**

Mr. Rodgers stated that advertisements for qualified engineering services for the CDBG grant preparation and submittal were completed in compliance with requirements. Proposals were received from seven companies which were ranked using qualification criteria by two qualified people and then averaged. The firm submitting the best proposal was TRC Engineering which scored 93 1/2 points out of 100. A ranking summary was provided for the Council's review. Mr. Rodgers recommended approval. There was discussion.

**E. DISCUSS THE SELECTION OF COMMUNITY DEVELOPMENT MANAGEMENT CO., INC., AS THE BEST QUALIFIED GRANT ADMINISTRATION SERVICES COMPANY TO ASSIST THE CITY IN ITS TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) APPLICATION PREPARATION AND PROJECT IMPLEMENTATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND CONTRACT, IF AWARDED, TO SUPPORT PUBLIC INFRASTRUCTURE (WATER AND/OR WASTEWATER) IMPROVEMENTS ACTIVITIES FOR THE CITY OF LOCKHART, AND APPOINTING THE MAYOR TO SIGN ANY REQUIRED DOCUMENTS FOR THE GRANT.**

Mr. Rodgers stated that advertisements for qualified administration services for the CDBG grant preparation and submittal were completed in compliance with requirements. Proposals were received from three companies which were ranked using qualification criteria by two qualified people and then averaged. The firm submitting the best proposal was Community Development Management Co., Inc., which scored 98 points out of 100. A ranking summary was provided for the Council's review. Mr. Rodgers recommended approval.

**F. DISCUSS RESOLUTION 2017-02 OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AUTHORIZING THE PROCUREMENT OF PROFESSIONAL SERVICES WITH TRC ENGINEERING, INC., FOR ENGINEERING SERVICES AND WITH COMMUNITY DEVELOPMENT MANAGEMENT COMPANY, INC. FOR PROJECT ADMINISTRATION FOR IMPLEMENTATION OF PROJECTS FUNDED THROUGH THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TXCDBG); AND AUTHORIZING THE MAYOR TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE EXECUTION OF CONTRACTS FOR PROFESSIONAL SERVICES.**

Mr. Rodgers stated that the Resolution would confirm the Council's approval to procure professional services from TRC Engineering for engineering services and Community Development Management Co. for administration services. Mr. Rodgers recommended approval.

**G. DISCUSS SUBMITTAL OF A COMMUNITY DEVELOPMENT PARTNERSHIP GRANT TO THE LOWER COLORADO RIVER AUTHORITY FOR \$25,000 TO INSTALL LIGHTING AT THE PARKING LOT AREAS AND THREE PLAYING FIELDS AT THE CPL. JASON K. LAFLEUR PARK WITH AN ESTIMATED IN-KIND LOCAL MATCH OF \$30,000 FOR MATERIALS, LABOR AND EQUIPMENT.**

Mr. Rodgers stated that the multi-purpose fields are utilized by as many as 400 team players and many spectators on Saturdays during the playing season. Many spectators come from out of town to visit the facility. For safety reasons and to expand playing times, the \$25,000 would help install lighting at the parking lots and on at least three of the most used fields. The value of the local in-kind match of labor, equipment, and materials is estimated at \$30,000. Mr. Rodgers recommended approval. There was discussion.

Bernie Rangel, 1524 Parkview, spoke in support of the additional lighting. There was discussion about the grant match funding availability of which Mr. Rodgers replied that the grant match would be provided through in-kind services.

**H. DISCUSS RE-SCHEDULING COUNCIL MEETINGS IN 2017 DUE TO A POSSIBLE CONFLICT (JULY 4-HOLIDAY; AUGUST 1-NATIONAL NIGHT OUT; AND NOVEMBER 7-ELECTION DAY).**

Ms. Constancio provided information about the dates with conflicts.

The following dates were discussed in regards to rescheduling meetings:

- Tuesday, July 4, 2017 to be rescheduled to Thursday, July 6, 2017.
- National Night Out will be held on Tuesday, October 3, 2017 instead of Tuesday, August 1, 2017.
- Tuesday, October 3, 2017 meeting is cancelled and only one meeting will be held in October 2017 which will be October 17, 2017.
- Tuesday, November 7, 2017 meeting is rescheduled to Thursday, November 16, 2017 with the second meeting in November being held on November 21, 2017.

RECESS: Mayor White announced that the Council would recess for a break at 6:53 p.m.

**REGULAR MEETING**

**ITEM 1. CALL TO ORDER.**

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

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

Invocation - Ministerial Alliance.

Pledge of Allegiance to the United States and Texas flags.

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

Mayor White requested the following citizens to address the Council:

Jim Fleming, 1602 Windridge Drive, thanked the City Council and the City of Lockhart staff for installing a sidewalk from Windridge Subdivision to Bluebonnet Elementary. He thanked Councilmember Castillo and Mr. Rodgers for working on additional signs for pedestrian safety.

Rick Alonzo, 1006 South Commerce, spoke in favor of installing the lights at the soccer fields and stated that he believed it would benefit the city by enhancing safety in the community.

**ITEM 4-A. HOLD A PUBLIC HEARING ON APPLICATION ZC-17-01 BY JAMES KNIGHT ON BEHALF OF 2HK, LLC, AND DISCUSSION AND/OR ACTION TO CONSIDER A ZONING CHANGE FROM RLD RESIDENTIAL LOW DENSITY DISTRICT AND RMD RESIDENTIAL MEDIUM DENSITY DISTRICT TO CMB COMMERCIAL MEDIUM BUSINESS DISTRICT FOR 2.24 ACRES IN THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, LOCATED AT 1511 WEST SAN ANTONIO STREET (SH 142). [WITHDRAWN BY APPLICANT]**

Mayor White announced that the public hearing has been cancelled because the applicant withdrew their request for a zoning change.

**ITEM 4-B. HOLD A PUBLIC HEARING ON APPLICATION ZC-17-02 BY JAMES KNIGHT ON BEHALF OF 2HK, LLC, AND DISCUSSION AND/OR ACTION TO CONSIDER A ZONING CHANGE FROM RLD RESIDENTIAL LOW DENSITY DISTRICT AND RMD RESIDENTIAL MEDIUM DENSITY DISTRICT TO CMB COMMERCIAL MEDIUM BUSINESS DISTRICT FOR 2.63 ACRES IN THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, LOCATED AT 1601 WEST SAN ANTONIO STREET (SH 142). [WITHDRAWN BY APPLICANT]**

Mayor White announced that the public hearing has been cancelled because the applicant withdrew their request for a zoning change.

**ITEM 4-C. HOLD A PUBLIC HEARING ON APPLICATION ZC-17-03 BY 8330 JONES ROAD, LLC, AND CHRIS DAILEY, ON BEHALF OF LARRY TAYLOR FOR A ZONING CHANGE FROM AO AGRICULTURAL-OPEN SPACE DISTRICT TO IL INDUSTRIAL LIGHT DISTRICT FOR 6.677 ACRES IN THE FRANCIS BERRY SURVEY, ABSTRACT NO. 2, LOCATED AT 2201 MAPLE STREET.**

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

Mr. Gibson stated that the applicant desires to establish an electrical contractor office and storage facility on the subject tract. There is no industrial or commercial zoning in the vicinity. However, on the south side of Maple Street, east of SH 130, there is a large tract zoned PDD for which the PDD development plan includes areas designated for commercial and light industrial land uses. The only existing development in the area other than the electrical substation across the street is the single-family dwelling on the south side of Maple Street, approximately 500 feet west of the subject tract. Because traffic generated by development on the subject tract will likely use only the portion of Maple Street between the driveway and Cesar Chavez Parkway (SH 130 frontage road), it will not affect the portion of the street abutting the residential property. Various other impacts could be expected by uses allowed in the IL district, but the generally rural nature of the area on the west side of SH 130 minimizes the chances of a negative affect on existing development. The highway, itself, provides a significant buffer for any development on the east side. The requested IL zoning classification is not consistent with the Lockhart



2020 Future Land Use Plan map, which designates the subject tract as Parks and Open Space, Agriculture/Rural Development, and Floodplain. The Parks and Open Space designation is meant to be part of a greenbelt containing a hike and bike trail along the west side of SH 130. The trail is shown in the Lockhart 2020 Comprehensive Plan Maps, so the applicant or owner will be required to construct the segment abutting the property in order to comply with the subdivision standards. No opposition to the zoning change has been expressed. Mr. Gibson stated that the Planning and Zoning Commission and staff recommend approval.

Chris Dailey, 4374 Raymond Stotzer Parkway, College Station, stated that they would like to expand their company by opening another branch in Lockhart. SH 130 was a major factor in their decision to locate in Lockhart because of the easy access to surrounding communities. He provided information about their business plan to expand services and to offer employment opportunities in Lockhart.

Mayor White requested citizens to address the Council that were in favor of or against the zoning change. There were none. He closed the public hearing at 7:53 p.m.

**ITEM 4-D. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2017-02 AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS 6.677 ACRES IN THE FRANCIS BERRY SURVEY, ABSTRACT NO. 2, LOCATED AT 2201 MAPLE STREET, FROM AO AGRICULTURAL-OPEN SPACE DISTRICT TO IL INDUSTRIAL LIGHT DISTRICT.**

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2017-02, as presented. Councilmember Hilburn seconded. The motion passed by a vote of 7-0.

**ITEM 5. CONSENT AGENDA.**

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

The following are the consent agenda items that were approved:

- 5A: Approve minutes of the City Council meeting of January 3, 2017.
- 5B: Accept the 1<sup>st</sup> Quarter Fiscal Year 2017 Investment Report.
- 5C: Approve Resolution 2017-01 naming James Bertram as the City of Lockhart's nominee to fill a vacant position to the Board of Directors of the Caldwell County Appraisal District.
- 5D: Approve the selection of TRC Engineering as the best qualified Professional Engineering Services company to assist the City in its Texas Community Development Block Grant Program (CDBG) application preparation and project implementation to the Texas Department of Agriculture for the Community Development Fund contract, if awarded, to support Public infrastructure (water and/or wastewater) improvements activities for the City of Lockhart, and appointing the Mayor to sign any required documents for the grant.
- 5E: Approve the selection of Community Development Management Co., Inc., as the best qualified Grant Administration Services company to assist the City in its Texas Community Development Block Grant Program (CDBG) application preparation and project implementation to the Texas Department of Agriculture for the Community Development Fund contract, if awarded, to support Public infrastructure (water and/or wastewater) improvements activities for the City of Lockhart, and appointing the Mayor to sign any required documents for the grant.

- 5F: Approve Resolution 2017-02 of the City Council of the City of Lockhart, Texas, authorizing the procurement of Professional Services with TRC Engineering, Inc., for engineering services and with Community Development Management Company, Inc. for project administration for implementation of projects funded through the Texas Community Development Block Grant Program (TxCDBG); and authorizing the Mayor to act as the City's Executive Officer and authorized Representative in all matters pertaining to the execution of contracts for Professional Services.
- 5G: Approve submittal of a Community Development Partnership Grant to the Lower Colorado River Authority for \$25,000 to install lighting at the parking lot areas and three playing fields at the Cpl. Jason K. LaFleur Park with an estimated in-kind local match of \$30,000 for materials, labor and equipment.

**ITEM 6-A. DISCUSSION AND/OR ACTION TO CONSIDER RE-SCHEDULING COUNCIL MEETINGS IN 2017 DUE TO A POSSIBLE CONFLICT (JULY 4-HOLIDAY; AUGUST 1-NATIONAL NIGHT OUT; AND NOVEMBER 7-ELECTION DAY).**

There was discussion about the 2017 Council meetings to be rescheduled as follows:

- July 4 rescheduled to July 6.
- National Night Out was changed from August 1 to October 3.
- The first meeting in October is cancelled; with October 17 being the only meeting in October 2017.
- November 7 rescheduled to November 16.

Mayor Pro-Tem Sanchez made a motion to approve rescheduling the 2017 Council meetings as mentioned above. Councilmember Hilburn 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 various boards, commissions or committees. There were none.

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

- Update: US Hwy 183 expansion project, Blackjack to Wal-Mart; drainage design.
- Update: Drainage work continues on Mesquite, Braden, Wichita, and Vega Street areas; detention ponds and other work about 85% complete; patching and paving of streets should be completed within the next 30 days, weather-permitting.
- Update: E. Walnut Street Neighborhood Drainage Project, utility clearance work almost completed; still waiting on telephone and gas clearances.
- Update: Bid advertisements for the Ash, Comal, and Pine Street Drainage Project are planned this month; utility clearances by the gas company are pending; City crews working on water/sewer clearances; a neighborhood meeting will be set up before the project starts.
- Update: Hill Country Food Works has submitted plans to expand 215 E. MLK by 90%; closing on the LEDC property should be within next 30 days.
- Update: Working with seven (7) other project developers of varying types most of which are near SH 130.
- Update: LEDC unanimously approved a emergency health care facility with beds project under 4B Texas Economic Development Law with Arete Healthcare subject to Council's approval: the site is between SH 142 and Borchert Lane, east of City Line Road; the initial estimated investment is more than \$7 million; will be bringing project to Council in February for consideration of approval of the project and a proposed 380 Tax Rebate Agreement.

- Reminder: Lockhart Chamber of Commerce Annual Banquet is Saturday, January 28, at Embassy Suites in San Marcos.
- Reminder: Hot Rods & Hatters Car Show – Feb 3-4, downtown.
- Reminder: Job Fair at the Library – Thurs, January 19 from 11am – 2pm.
- Report: Dr. Martin Luther King, Jr Unity March held Monday.
- Report: Our Comptroller in the Finance Department for the past 18 years, Ms. Stephanie House, will be retiring at the end of the month; a retirement reception will be held for her on January 27, between 1 – 2:30 pm at the Glosserman Room at City Hall.

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

Councilmember Mendoza expressed condolences to the families who have recently lost a loved one. He thanked District 1 Pride and all of the volunteers for a successful MLK, Jr. event.

Mayor Pro-Tem Sanchez expressed condolences to the families of Mary Williams, David Ohlendorf, Isaac Garcia and Lauren Garcia for their loss. She congratulated and thanked all involved with the successful MLK, Jr. event.

Councilmember Hilburn thanked all involved with the successful MLK, Jr. event. He expressed condolences to the Ohlendorf family for their loss.

Councilmember Castillo expressed condolences to families who have lost a loved one. He thanked all involved with the successful MLK, Jr. event. He also thanked staff for their work on the infrastructure improvement projects.

Councilmember Michelson thanked all involved with the successful MLK, Jr. event. He thanked employees of the city for their work.

Mayor White also thanked all involved with the successful MLK, Jr. event. He congratulated the Lockhart Chamber for another upcoming annual banquet and wished the Joel Gammage for a successful car show. He thanked Stephanie House for her dedication during her employment with the City and wished her well in her retirement.

**ITEM 9. EXECUTIVE SESSION in accordance with the provisions of the Government Code, Title 5, Subchapter D, Section 551.074- to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee - Discussion regarding the appointment of the Chief of Police by the City Manager with confirmation by the City Council.**

Mayor White announced that the Council would enter Executive Session at 8:10 p.m.

**ITEM 10. OPEN SESSION - Discussion and/or action regarding confirmation of the City Manager's appointment of Mr. Ernest Pedraza as the Chief of Police for the City of Lockhart.**

Mayor White announced that the Council would enter Open Session at 9:02 p.m.

Mayor Pro-Tem Sanchez made a motion to confirm the City Manager's appointment of Mr. Ernest Pedraza as the Chief of Police for the City of Lockhart. Councilmember Michelson seconded. The motion passed by a vote of 7-0.



**ITEM 11. ADJOURNMENT.**

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 9:07 p.m.

PASSED and APPROVED this the 7<sup>th</sup> day of February 2017.

**CITY OF LOCKHART**

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

ATTEST:

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



**CITY OF LOCKHART  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b> <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<b>Council Meeting Date: February 7, 2017</b>				
Department: City Manager		Initials	Date	
Department Head: Vance Rodgers	Asst. City Manager			
Dept. Signature: <i>[Signature]</i>	City Manager	<i>[Initials]</i>	<i>2-3-2017</i>	
Agenda Item Coordinator/Contact (include phone #): Vance Rodgers, 376-8149				
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
Discussion and/or action to consider Resolution 2017-03 authorizing the submission of a Texas Community Development Block Grant Program Application to the Texas Department of Agriculture for the Community Development Fund; 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 Block Grant Program.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input checked="" type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
FISCAL YEAR:	PRIOR YEAR (CIP ONLY)	CURRENT YEAR	FUTURE YEARS	TOTALS
Budget				\$0.00
Budget Amendment Amount				\$0.00
Encumbered/Expended Amount				\$0.00
This Item				\$0.00
BALANCE	\$0.00	\$0.00	\$0.00	\$0.00
<b>FUND(S): \$80,000 from 2015 Certificates of Obligation Water Funds if approved and awarded</b>				
<b>SUMMARY OF ITEM</b>				
This grant is for \$300,000 and would be to continue a treated water transmission line from the Lockhart Water Plant to near Serta Manufacturing Plant on Blackjack. If approved by Council, and if the grant is awarded, the local match of \$80,000 will come from the 2015 Certificates of Obligation Water Funds.				
<b>STAFF RECOMMENDATION</b>				
City Manager respectfully recommends approval of the Resolution as presented.				
List of Supporting Documents: Resolution 2017-03, Map showing treated water transmission line		Other Departments, Boards, Commissions or Agencies:		

RESOLUTION NO. 2017-03

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF LOCKHART, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; 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 BLOCK GRANT PROGRAM.**

WHEREAS, the City Council of the City of Lockhart desires to develop a viable urban community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of the City of Lockhart to apply for funding under the 2017/2018 (PY) Texas Community Development Block Grant Program;

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

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be submitted on the behalf of the City with the Texas Department of Agriculture.
2. That the City's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$300,000.00 of grant funds to carry out Water System Improvements.
4. That the City Council directs and designates the Mayor as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with its application and the City's participation in the Texas Community Development Block Grant Program.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition and civil rights requirements.
6. If awarded A TxCDBG Contract, the City Council directs and designates the Mayor as Chief Executive Official and Authorized Representative to designate as needed; any City Council Member, City personnel, or City representative to act in all Texas Community Development Block Grant Program matters pertaining to the City's implementation, administration, or participation in fulfilling the requirements of the Texas Community Development Block Grant Program contractual documents.
7. That the City formally adopts the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program Citizen Participation Plan requirements, the Limited English Proficiency (LEP) requirements and the formal complaint and grievance procedures regarding the services provided under the TxCDBG project. These procedures shall comply with the requirements of Texas Community Development Block Grant (TxCDBG) Program for the preparation and submission of an application for a TxCDBG project
8. If awarded the TxCDBG Contract, the City Council designates the persons holding the following positions as authorized signatories on any account in which funds from the Texas Community Development Block Grant Program are deposited: Mayor, City Manager and/or City Secretary, and City Financial Officer. Any two signatures of the forenamed persons are required to withdraw monies from such account.
9. That it further be stated that the City of Lockhart is committing \$80,000.00 from its 2015 Certificate of Obligation Water Funds as a cash contribution toward the construction, engineering and administration activities of the Water System Improvements Project.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

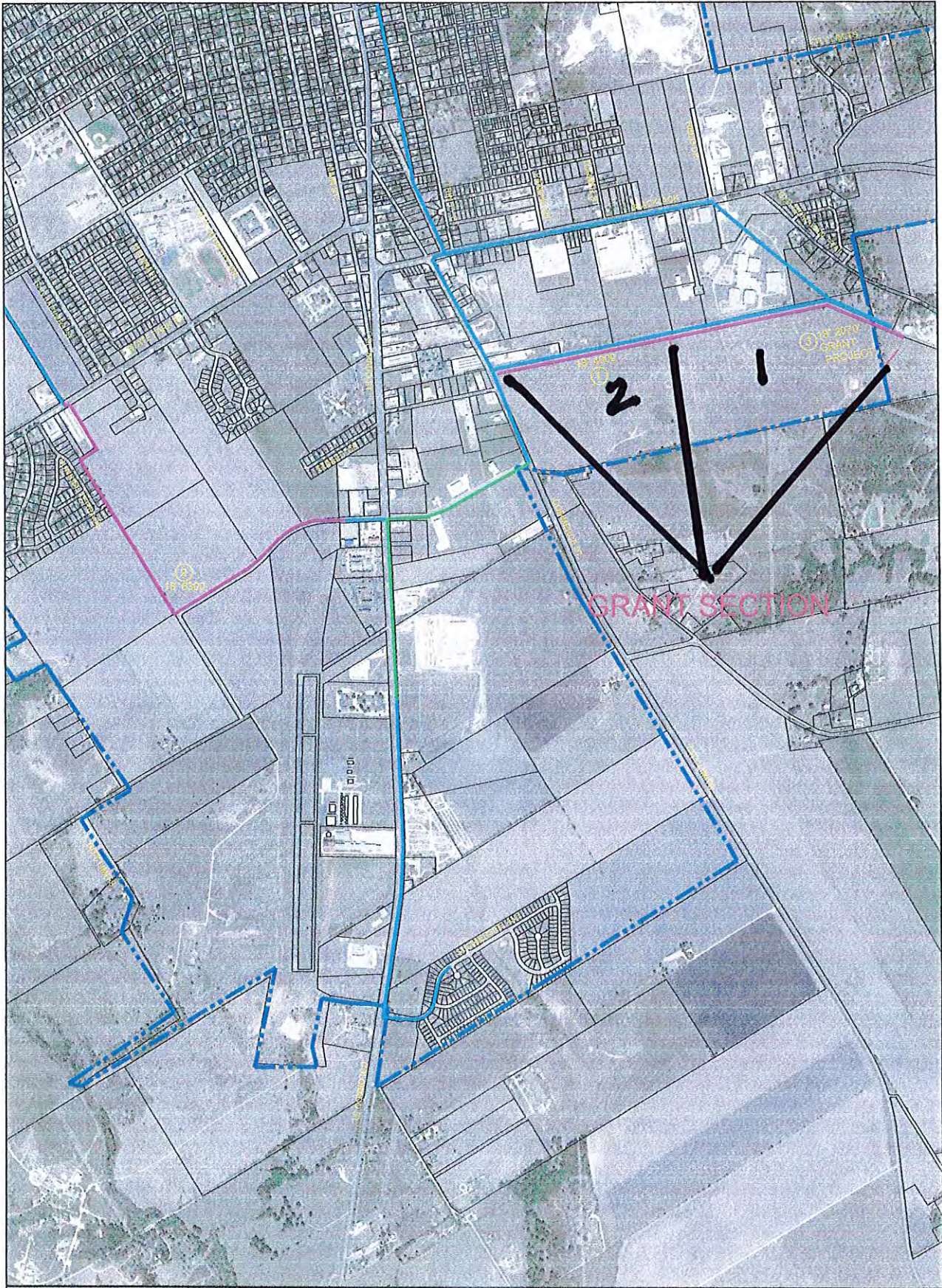
APPROVED AS TO FORM:

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

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

17





**LEGEND**

- CITY LIMITS
- EXIST 18" WATER MAIN
- EXIST 12" WATER MAIN
- PROPOSED 12" WATER MAIN
- PROPOSED 18" WATER MAIN
- FUTURE 18" WATER MAIN
- PROPOSED PUMP STATION
- PROPOSED ELEVATED TANK CONTROL VALVES
- COST ESTIMATES ITEM NO.

**CITY OF LOCKHART  
SOUTH SIDE WATER MAINS  
JANUARY 2015**



**TRC**  
TRC ENGINEERS, INC.  
500 E. HAWKLAND DRIVE, SUITE 200 AUSTIN, TX  
78745-1617, PHONE: (512) 835-8175  
(512) 654-8216





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

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

**CITY OF LOCKHART  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b> <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<b>Council Meeting Date: February 7, 2017</b>			
Department: Fire Department		Initials	Date
Department Head: Chief Joseph Gorman	Asst. City Manager		
Dept. Signature: <i>Joseph Gorman</i>	City Manager	<i>[Signature]</i>	2-1-2017
Agenda Item Coordinator/Contact (include phone #): Chief Joseph Gorman			
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input checked="" type="checkbox"/> OTHER			
<b>CAPTION</b>			
DISCUSSION AND/OR ACTION TO CONSIDER APPROVAL TO SELL LOCKHART FIRE UNITS 2006 F-550 RESCUE TRUCK AND 1995 ENGINE-3 USING THE PUBLIC NOTICE PROCESS TO RECEIVE BIDS			
<b>SUMMARY OF ITEM</b>			
<p>Justification: Currently we have 4 Engines, one is used daily the other 3 are in reserve units. One of the reserve engines is used as a backup for our daily engine. Two of the reserve units were staffed with Reserve Firefighters to respond to fires in the county and in Lockhart. Due to growth of county volunteer fire departments the number of Lockhart Reserve Firefighters leaving in 1997-1998, the Lockhart membership was reduced from approximately 20 to 6. Other changes further reduced this number and currently we have only 2 Reserve Firefighters, Mr. &amp; Mrs. Tinner.</p> <p>Fire Engines have approximate use expectancy as primary units for 15 years and as reserve units for 5-10 years depending on maintenance and usage. This is an opportunity for Lockhart to sell units that are still functional, maintainable, and that can add value to a fire department's capabilities at a reasonable price. Both units should bring in around \$50,000. Volunteer departments respond to help the City of Lockhart if we request their assistance.</p> <p>Our RESCUE 2006 Ford 550 is in reserve and no longer meets customer and our needs with 74% of all Lockhart responses being EMS. It has been replaced with a Ford 350 that provides better and more economical service to our citizens. These units have served Lockhart well but to let them sit idle and continue to incur maintenance costs and lose selling value would not be prudent. We have received inquiries from several Caldwell County Volunteer Fire Departments interested in these two vehicles. FYI- A new engine apparatus cost can range from \$275k to \$500k depending on specifications. Selling these units WILL NOT adversely affect our ISO Insurance Rating.</p> <p>If approved by Council, and after appropriate advertisement, we intend to provide all interested parties specifications, photos, vendors' estimated values, and to accept offers from buyers with the City Manager approving the final sale.</p>			
<b>STAFF RECOMMENDATION</b>			
The Fire Chief and City Manager respectfully request approval to sell fire units as described in caption.			
List of Supporting Documents: Pictures of vehicles. Pictures of units		Other Departments, Boards, Commissions or Agencies:	





**2006 F-550 Rescue Truck**



**1995 year Engine 3**





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

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

**CITY OF LOCKHART  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b> <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: February 7, 2017		<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department: Planning		Initials	Date
Department Head: Dan Gibson	Asst. City Manager		
Dept. Signature: <i>Dan Gibson</i>	City Manager	<i>[Signature]</i>	<i>2.3.2017</i>
Agenda Coordinator/Contact (include phone #): Dan Gibson 398-3461, x236			
<b>ACTION REQUESTED:</b> <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER <input type="checkbox"/> NONE			
<b>CAPTION</b>			
Discussion and/or action to consider Ordinance 2017-03 amending Chapter 28 "Historic Districts and Landmarks" of the Code of Ordinances, Section 28-20 "Tax abatement for preservation of historic properties", Section 28-21 "General criteria and guidelines of tax abatement program", and Section 28-23 "Certification for tax abatement".			
<b>FINANCIAL SUMMARY</b>			
<input checked="" type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED			
<b>SUMMARY OF ITEM</b>			
<p>The Historical Preservation Commission is proposing amendments as shown in the attached annotated version of the sections of Chapter 28 that pertain to the current tax abatement program. As usual, added text is underlined, and deleted text is crossed out. These changes are primarily minor tweaks improving and clarifying the wording to better reflect the intent of the affected provisions. The only substantive change is in Section 28-23, where the phrase "prior to start of work" was removed. Mr. Coyle Buhler, who is a former Chair but not currently on the Commission, provided recommendations to the Commission which are reflected in the amendments. Further explanation will be provided at the Council meeting.</p>			
<b>STAFF RECOMMENDATION</b>			
Staff recommends APPROVAL of Ordinance 2017-03.			
<b>List of Supporting Documents:</b>	<b>Other Board or Commission Recommendation:</b>		
Ordinance 2017-03. Annotated version of proposed amendments.	The Historical Preservation Commission voted unanimously at their February 1 <sup>st</sup> meeting to recommend APPROVAL. <p align="right"><i>21</i></p>		

## ORDINANCE 2017-03

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING CHAPTER 28 "HISTORIC DISTRICTS AND LANDMARKS" OF THE CODE OF ORDINANCES, SECTION 28-20 "TAX ABATEMENT FOR PRESERVATION OF HISTORIC PROPERTIES", SECTION 28-21 "GENERAL CRITERIA AND GUIDELINES OF TAX ABATEMENT PROGRAM", AND SECTION 28-23 "CERTIFICATION FOR TAX ABATEMENT"; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Lockhart Historical Preservation Commission has identified changes needed to update provisions regarding the tax abatement program for improvement of historic landmarks or buildings in a historic district; and,

WHEREAS, such changes eliminate unnecessary confusion and clarify the intent of certain provisions; and,

WHEREAS, the Lockhart Historical Preservation Commission held a meeting on February 1, 2017, and voted unanimously to recommend amending Sections 28-20, 28-21(k), and 28-23; and,

WHEREAS, the City Council has determined that such amendment serves a public purpose and the Council desires to amend the Code of Ordinances accordingly;

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

I. Chapter 28 "Historic Districts and Landmarks" is hereby amended as follows, with all existing provisions not shown remaining unchanged:

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

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

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

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

**Sec. 28-23. Certification for tax abatement.**

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

27



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

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

IV. Penalty: Any person who violates any provision of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined as provided in Section 1-8 of the City Code.

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

VI. Effective Date. That this ordinance shall become effective and be in full force ten days from the date of its passage.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 7<sup>th</sup> DAY OF FEBRUARY, 2017.**

CITY OF LOCKHART

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

ATTEST:

APPROVED AS TO FORM:

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

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

# ANNOTATED

## Chapter 28. HISTORIC DISTRICTS AND LANDMARKS

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

~~The historical preservation commission shall recommend and the city council review and adopt a tax abatement program forthwith to encourage the improvement and preservation of historic landmarks and property in historic districts for the economic development of the city. Historical preservation is a proven contributor~~ contributes to the economic development, growth and expansion of a community. The following tax abatement program is designed to encourage historical preservation in the city and to provide ~~shall have~~ guidelines, criteria, and procedures for such tax abatements ~~which shall be~~ consistent with stated policy, and incorporate the components, requirements, and criteria included in sections 28-21 through 28-24.

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

- (a) An historic landmark or a property in an historic district in need of tax relief to encourage improvement and preservation in accordance with the provisions of this chapter and which is improved, enhanced, rehabilitated, restored and/or preserved as certified by the commission may have a tax abatement granted, subject to the approval and conditions of the city.
- (b) The enhancement qualifying for a tax abatement shall be either interior or exterior, or both, but shall require a review and certificate for alteration by the commission.
- (c) Eligibility for a tax abatement shall not be limited as to zoning classification or use, but shall be subject to the property owner(s), tenant(s), and the city entering into a tax abatement agreement.
- (d) A minimum threshold for qualification to participate shall be established based on a minimum cost of qualifying enhancement which equals or exceeds the minimum tax abatement allowed.
- (e) The minimum tax abatement allowed shall be an amount equal to the previous two years of city taxes actually paid on the property. The city council may set a different minimum abatement.
- (f) The total tax abatement shall not exceed the owner's and/or tenant's total out-of-pocket cost of the enhancement certified by the commission.
- (g) The maximum tax abatement allowed shall be one of the following effected for a maximum term of ten years:
  - (1) The qualified property may have no assessed value for City of Lockhart ad valorem taxation for a period of five tax years after the completion of the certified enhancement. Thereafter, the qualified property shall be reappraised and assessed at a 50 percent rate for an additional consecutive five-year period.

- (2) The property may receive an abatement of the city ad valorem taxation of the added value in the eligible property as determined by the increase in the assessed value in the property as a result of the improvements and preservation.
- (h) Any tax abatement granted shall begin on the first day of the first tax year after verification of completion of the rehabilitation and/or preservation required for certification, provided that the building shall comply with the applicable zoning regulations for its use and location.
- (i) Any property which receives a tax abatement shall be designated and zoned historic (H or HL) by the city council prior to verification. To qualify and receive the tax relief as specified in this section, the property must be zoned historic (H or HL) and be maintained in a minimal condition equal to the condition at the time of verification.
- (j) The historical preservation officer shall inspect and verify to the tax authorities annually that the property qualifies for the scheduled tax abatement.
- (k) The work which is certified for tax abatement must be completed within one year after of the certification and agreement. The certified and/or verified tax abatement shall carry with the property. A property may be certified and verified for additional work and receive more than one tax abatement concurrently, but not to exceed the limits allowed by the tax abatement program.

**Sec. 28-22. Application for tax abatement.**

- (a) Application for an historic property preservation tax abatement pursuant to this section shall be filed with the city manager for review by the commission which will make a recommendation to the city council. Each application shall be signed and sworn to by the owner of the property and shall:
- (1) State the legal description and a map of the property proposed for certification;
  - (2) Include an affidavit by the owner describing the historic significance of the structure in need of tax relief;
  - (3) Include a plan and detailed written description of the improvements, enhancement, rehabilitation and/or preservation ("work") for which tax abatement is requested;
  - (4) A list of the kind, number and location of all improvements to the property;
  - (5) A copy of the last paid tax receipt and itemized statement of the current assessed property value;
  - (6) Include an itemized statement of costs for the proposed work and estimated property value upon completion;
  - (7) Include a schedule of the estimated construction time with start and completion dates of the proposed work;



- (8) Authorize the members of the commission, the city tax assessor-collector and city officials to visit and inspect the property proposed for certification;
  - (9) Include a detailed statement of the current and proposed use and zoning for the property;
  - (10) Provide any additional information to the commission which the owner deems relevant or useful, such as the history of the structure; and
  - (11) Processing and appraisal fees may be required by the city at the time of application.
- (b) Each application shall contain sufficient documentation confirming or supporting the information submitted therein. The approval of tax abatement will depend upon the quality of the information provided by the applicant.

**Sec. 28-23. Certification for tax abatement.**

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

**Sec. 28-24. Verification for tax abatement.**

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





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

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

**CITY OF LOCKHART  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b> <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory	Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: February 7, 2017		<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department: Planning		Initials	Date
Department Head: Dan Gibson	Asst. City Manager		
Dept. Signature: <i>Dan Gibson</i>	City Manager	<i>DG</i>	<i>2-3-2017</i>
Agenda Coordinator/Contact (include phone #): Dan Gibson 398-3461, x236			
<b>ACTION REQUESTED:</b> <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER <input type="checkbox"/> NONE			
<b>CAPTION</b>			
Discussion and/or action to approve the Caldwell Valley Development Agreement proposed by Walton Texas, LP, and authorize the Mayor to sign the document.			
<b>FINANCIAL SUMMARY</b>			
<input checked="" type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED			
<b>SUMMARY OF ITEM</b>			
<p>Walton Texas, LP is proposing a very large development northwest of Lockhart, extending all the way to Umland. Of the approximately 3,536 acres in the entire development, 150 acres are in the Lockhart Extraterritorial Jurisdiction (ETJ), west of FM 2720. Even though only a very small portion is in our ETJ, it's necessary to have an agreement as to the respective rights and responsibilities of the developer and the City in that area. In this case, because the vast majority of the development is in Caldwell County, outside our ETJ, the City is deferring to the County for administration and enforcement of subdivision platting and standards so that it can be consistent for the entire development. The development agreement, which is to be signed by the Mayor, has an attached Exhibit A, which is a Concept Plan of the "Lockhart Section" consisting of approximately 427 acres. In addition, a separate Memorandum of Agreement is attached as Exhibit B and also requires the Mayor's signature. Because Caldwell Valley is proposed to be developed through the use of Municipal Utility Districts, they are required by law to obtain the City's consent for the small portion within our ETJ. That is a separate item on this agenda.</p>			
<b>STAFF RECOMMENDATION</b>			
Staff recommends APPROVAL of the Caldwell Valley Development Agreement and authorization for the Mayor to sign it.			
<b>List of Supporting Documents:</b>		<b>Other Board or Commission Recommendation:</b>	
Summary of Caldwell Valley Master Plan – Lockhart Section		None required.	
Caldwell Valley Development Agreement		<i>27</i>	



# Caldwell Valley Master Plan

## Lockhart Section

- Caldwell Valley Master Plan
  - Owned and Managed by Walton with over 11,500 acres in Hays and Caldwell County
  - Caldwell Valley Master Plan is 3,536.13 acres. The “Lockhart Section” of the Master Plan is 426.85 and approximately 150 acres of that is in the Lockhart Extra Territorial Jurisdiction (ETJ)
  - Based on National Association of Home Builders, the Master Plan will generate
    - Over 30,000 jobs with \$4,860 million in wages
    - \$3,330 million in taxes revenues for local, state and federal governments
    - An increase to the ad valorem tax base to the County to provide revenue for services such as sheriff, and roadway maintenance
  
- Lockhart Section of Caldwell Valley Master Plan Services:
  - Water: Maxwell Water Supply Corporation
  - Wastewater: Ranch at Clear Fork Creek MUD 1 (Lockhart’s capacity is already committed)
  - Electric Service: Bluebonnet Electric Cooperative
  
- Lockhart Benefits
  - Portion in ETJ develops at no cost to the City
  - Provides for future annexation of the fully built project (payment of MUD bonds at option of City)
  - Encourages quality development with roads, water, sewer (not septic), parks and trails.
  
- Regulatory burdens shift to Caldwell County
  
- Why a Development Agreement?
  - Outlines process for future annexation
  - Ensures uniform development using standards that have been approved in the County
  - Provides planned and managed growth through the establishment of a land use concept plan References Caldwell County Subdivision Agreement that provides for plats and notice to City
  - References Caldwell County Subdivision Agreement that provides for plats and notice to City

**CALDWELL VALLEY**  
**DEVELOPMENT AGREEMENT**  
(Lockhart, Texas)

Effective as of February 7, 2017



**G.** The City consents to the ETJ Property being included in the boundaries of Ranch at Clear Fork Creek Municipal Utility District No. 1, Ranch at Clear Fork Creek Municipal Utility District No. 2, Caldwell Valley Municipal Utility District No. 1, or any municipal utility district created by the division of such municipal utility districts, (individually and collectively herein referenced as the “District(s)” including any substitute(s) of the District(s) and/or municipal utility districts subsequently created within the boundaries of the ETJ Property by Primary Owner or its assignee) to assist Owner in the financing of Qualified Improvements (hereinafter defined) to support such a large scale development in a financially feasible manner.

**NOW, THEREFORE,** for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, City and Owner agree as follows:

**ARTICLE I.**  
**DEFINITIONS**

**Section 1.01 Terms Defined in this Agreement.** In this Agreement, each of the following terms shall have the meanings indicated:

“**Applicable Requirements**” shall mean the applicable federal and state laws, rules and regulations, the Development Standards.

“**Applicant**” shall mean any owner, developer, person or entity engaging in subdivision of property or applying for any permit, approval, variance or waiver in Caldwell Valley.

“**Caldwell Valley**” shall have the meaning set forth in the recitals to this Agreement, and consists of the land described on Exhibit “A” together with any land added to this Agreement or to the overall Property.

“**City**” shall mean the City of Lockhart, Texas, a Texas home rule city.

“**City Manager**” shall mean the person or entity engaged by City to serve in the capacity of City’s chief administrative officer.

“**City Council**” shall mean City Council of City or any successor governing body.

“**Concept Plan**” shall mean the concept plan for the ETJ Property attached as Exhibit “A”, as it may be amended from time to time in accordance with this Agreement.

“**County**” shall mean Caldwell County.

“**Development Standards**” shall mean the development standards for Caldwell Valley as previously approved by the Subdivision Agreement executed by County.

“**Dwelling Unit**” shall mean a residential unit other than a manufactured home providing complete, independent living facilities including permanent provisions for living, sleeping, eating, and cooking.

“**Effective Date**” and similar references shall mean the date defined in Section 14.01.

**“Final Plat”** shall mean a map of a subdivision, addition or development to be recorded in the applicable County plat records.

**“Owner”** shall mean (i) Primary Owner, or (ii) any subsequent owner of property in Caldwell Valley that is a successor or assignee of rights from Owner in accordance with Section 14.05a of this Agreement.

**“Preliminary Plat”** shall mean a map showing the salient features of a proposed development, submitted for the purpose of preliminary consideration and communication prior to the submission of a Final Plat.

**“Primary Owner”** shall mean initially, Walton Texas, LP and any entity to which Walton Texas, LP may assign its rights and obligations as Primary Owner in accordance with Section 14.05.b of this Agreement.

**“Qualified Improvements”** shall mean utility, roadway and drainage infrastructure as well as any other improvement eligible for reimbursement by the Districts.

**“TCEQ”** shall mean the Texas Commission on Environmental Quality, or its successor agency.

**“Walton Individual Owners”** shall mean, collectively, all persons, entities, and trusts, other than Primary Owner, that own an interest in the Property, including an undivided, tenant-in-common interest, and that have granted to Walton Texas, LP, power and authority to operate, administer and act for and on their behalf with respect to their interests in the Property.

## **ARTICLE II.**

### **JURISDICTIONAL AUTHORITY AND VESTING RIGHTS**

**Section 2.01 Jurisdiction.** Pursuant to the Subdivision Agreement (upon execution), County shall have and exercise exclusive jurisdiction over the review and approval of Preliminary Plats, Final Plats, and subdivision construction plans, during the Term of this Agreement unless otherwise expressly provided in this Agreement.

**Section 2.02 Consent to Future Annexation.** Owner and all subsequent owners of property within the ETJ Property hereby consent to annexation by City upon the terms and conditions set forth in this Agreement. Notice to all subsequent owners of the property shall be evidenced by the Memorandum of Agreement attached as Exhibit “B” which will be recorded in the deed records of the County. Additionally, Owner and all subsequent owners shall include substantially similar information to Exhibit “B” in the form of a note on all Final Plats for the ETJ Property.

**Section 2.03 Vesting Rights/Grandfathering.** City acknowledges the importance to Owner of having certainty and predictability of development regulations while planning such an extensive project which will be developed over a several year period. As a result, Owner has the vested authority to develop The ETJ Property in accordance with this Agreement. Owner shall be deemed vested from the Effective Date of this Agreement up until the termination date of this



Agreement at which point Owner shall be divested of all authority except for those applications approved by County and City which are active at the termination date of this Agreement. This Agreement shall constitute the first application in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code. To the extent any of the Development Standards or the other criteria specified in this Agreement are in conflict with any other current or future City Codes, ordinances, policies, or requirements, the Development Standards and other criteria specified in this Agreement shall govern. The Development Standards are intended to supersede City Code. A vested right under this Agreement shall not apply to regulations mandated by state or federal law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project even after the Effective Date.

**Section 2.04 Owner's Rights to Continue Development.** In consideration of Owner's agreements, City agrees that it will not, during the Term of this Agreement, impose or attempt to impose: (a) any moratorium on the building or development within The ETJ Property or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting Preliminary Plats, Final Plats, buildings, construction plans or other necessary approvals, within The ETJ Property. This Agreement on the part of City will not apply to temporary moratoriums uniformly imposed throughout City and its ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

### **ARTICLE III. LAND USE**

**Section 3.01 Uses.** The Property shall be developed for the uses contemplated in the Concept Plan and in accordance with the terms and conditions of the Subdivision Agreement.

### **ARTICLE IV. CONCEPT PLAN, APPLICABLE DEVELOPMENT REGULATIONS AND RELATED MATTERS**

**Section 4.01 Phased Development.** Owner intends to develop Caldwell Valley in phases. City acknowledges that the portions of the ETJ Property not under active development may remain in use for agricultural or ranching purposes and/or wildlife management.

**Section 4.02 Phasing/Updates.** City acknowledges that Caldwell Valley will be developed in phases over time. Owner may change the phase of development from time to time in response to market conditions or other factors. Phases may be developed concurrently.

**Section 4.03 Concept Plan** City hereby confirms its approval of the Concept Plan as depicted in Exhibit "A" which describes the ETJ Property. Owner shall have the right to develop the ETJ Property in accordance with the Concept Plan and the terms of this Agreement.

**Section 4.04 Amendments.** Due to the fact that the ETJ Project comprises a significant land area and its development will occur in phases over a number of years, Owner, after receiving Primary Owner's consent, may make amendments to the Concept Plan upon notification to City. Amendments to the Concept Plan shall not be considered a waiver of rights as defined in Section 2.03.

**Section 4.05 Controlling Ordinances, Manuals, and Rules.** Owner shall not be required to comply with City Development Regulations. The Caldwell Valley Development Standards and the Subdivision Agreement administered by the County shall be the regulating regulations with respect to the ETJ Property. Notwithstanding any provision herein, regulatory measures which City must enact or enforce pursuant to state or federal mandates or court order may be enforced to the extent necessary to comply with state or federal law or court order.

**Section 4.06 Sheriff and Fire Services.** Owner, acting on its behalf or through a District, acknowledges that the ETJ Property is within an Emergency Services District for fire service. Owner may enter into an agreement with the County to provide supplemental sheriff services to the occupied portions of the ETJ Property.

**ARTICLE V**  
**WASTEWATER PLANT; WATER WELLS**

**Section 5.01 Wastewater Discharge Permit.** The ETJ Property is subject to a wastewater discharge permit from the Texas Commission on Environmental Quality (“TCEQ”), Permit No. WQ0015064001 which is permitted for a wastewater treatment plant for a maximum capacity of 0.70 million gallons per day (MGD).

**Section 5.02 Design.** Wastewater infrastructure shall be designed and constructed in accordance with all applicable rules and regulations established by TCEQ, including but not limited to those of Municipal Utility Districts.

**Section 5.03 Groundwater Use.** Owner may use underground water beneath the surface of the ETJ Property as permitted by local, state, and federal regulations.

**ARTICLE VI**  
**MUNICIPAL UTILITY DISTRICTS**

**Section 6.01 Consent to Annexation of Land and Subsequent Creations by Division.** City hereby consents to the annexation of the ETJ Property into the Districts and to the creation of any District resulting from the division of one of the Districts located within the area of the ETJ Property. City agrees that no further consent to the creation of a District by the division of a District shall be required; however, City agrees to provide a resolution evidencing the consent to creation of a District if such resolution is requested by Owner or required by TCEQ.

**Section 6.02 Annexation by City.** Pursuant to this Agreement, the ETJ Property shall remain in the ETJ of City and shall be immune from full purpose annexation by City for the Term; provided, however, City may annex the ETJ Property for full purposes during the Term upon the earlier of: (a) at least ninety percent (90%) of the Districts’ water, sanitary sewer, drainage and road facilities have been constructed, and Owner has been fully reimbursed by the Districts for such improvements to the maximum extent allowed in accordance with rules of TCEQ; or (b) the dissolution of the Districts (other than as a result of annexation by City). Owner shall send written notification to City upon satisfaction of the condition in (a) above.

**Section 6.03. CCN.** For the purpose of obtaining or providing utility service, no Party shall encroach into the existing utility jurisdiction of another party who has an approved

Certificate of Convenience and Necessity (“CCN”) from the Texas Public Utility Commission; provided, however if a certain existing utility provider is unable to serve the Project, Owner shall have the right under Chapter 13 of the Texas Water Code to request that the Project (or such applicable portions thereof) be decertified from such utility providers’ CCN pursuant to Chapter 13 of the Texas Water Code.

**Section 6.04 Temporary Housing.** Owner may utilize manufactured or forms of temporary housing, trailers or buildings, for the District’s creation and confirmation process, during the construction phases of the Project, and for a sales office (“Temporary Housing”). Temporary Housing may be located on any site within the ETJ Property for such purpose regardless if the land has been subdivided in accordance with the Development Standards.

**ARTICLE VII**  
**AMENDMENTS TO THE AGREEMENT**

**Section 7.01 Amendments to Agreement.** This Agreement may be amended only by a written agreement signed by City and (i) Primary Owner, or (ii) all the then-current owners of all portions of the ETJ Property (other than end-buyers of fully developed and improved residential lots). However, an owner of a portion of the ETJ Property (other than end-buyers of fully improved residential lots) and City may amend this Agreement as it relates solely to such owner’s parcel without the joinder of any other landowner, provided that Primary Owner must be party to such amendment if the Primary Owner then owns any portion of the ETJ Property. If this Agreement is amended for the benefit of a single (or less than all) owner of property within the ETJ Property, then any default of a duty arising solely from such amendment shall not constitute a default under this Agreement. Amendments to the Caldwell Valley Development Standards shall only be permitted in accordance with the terms of the Subdivision Agreement and this Agreement.

**ARTICLE VIII**  
**REPRESENTATIONS AND WARRANTIES**

**Section 8.01 Organization and Good Standing.** Owner is duly organized and validly existing in good standing under the laws of the state of its origination or formation, and has full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement, and to execute this Agreement for and on behalf of the other Owners.

**Section 8.02 Authority, No Conflict.** This Agreement constitutes the legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms. Owner has the authority and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

**Section 8.03 Performance.** Owner and City will reasonably cooperate with one another to accomplish the intent and purposes of this Agreement, and will perform each and all of its duties and responsibilities pursuant to this Agreement.

**Section 8.04 Authority; No Conflict.** This Agreement constitutes the legal, valid and binding obligation of City, enforceable against City in accordance with its terms. City has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

**ARTICLE IX.**  
**DEFAULT AND REMEDIES FOR DEFAULT**

**Section 9.01 Preventative Default Measures.** The Parties presently enjoy a good working relationship and understand the meaning and intent of this Agreement; however, the Parties recognize that individual representatives of each of the Parties will likely change over the course of this Agreement. City agrees that day to day oversight of the implementation of this Agreement shall at all times during its term be assigned directly to a member of the City Administration. In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon Owner's request, such City representative shall convene a meeting of the Parties as soon as reasonably practical and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement.

**Section 9.02 Default and Notice of Default.** It shall be a default under this Agreement, if one of the Parties shall fail to perform any of its obligations under this Agreement and such failure shall remain uncured following the expiration of thirty (30) days after written notice of such failure. However, in the event the default is of a nature that cannot be reasonably cured within such thirty (30) day period, the defaulting party shall notify the other party within ten (10) days of receipt of the notice of the circumstances and the amount of time needed to cure the default. If the defaulting party provides this notice, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question.

**Section 9.03 Default Unique to City.** City shall be in default if it imposes any requirements, standards, moratoria, or interim development controls upon the ETJ Property that are in conflict with the express provisions of this Agreement.

**Section 9.04 Remedies Between City and Primary Owner.** Should any default between Primary Owner and City remain uncured after Notice to the non-defaulting party, then the non-defaulting party, whether Primary Owner or City, may pursue any remedy that is available at law or in equity at the time of the breach (with the exception of damages), including code enforcement, mandamus, injunctive relief, and/or specific performance. City may withhold further processing or acceptance of applications from Primary Owner that are related to the default by Primary Owner until the default is cured or otherwise resolved. Neither party may seek monetary damages against the other party. The remedies listed in this paragraph are cumulative.

**Section 9.05 Remedies Between City and an Owner.** For the purposes of this Section 9.05 the term Owner shall not include Primary Owner. Should any default between an Owner and City remain uncured after Notice to the other as provided in Section 9.02, City may pursue the remedies listed in Section 9.04 against Owner, and Owner may pursue all remedies listed in Section 9.04 against City, except that an Owner shall not be able to pursue the remedies of termination, rescission, or reverter, such remedies belonging exclusively to the Primary Owner and City.

**Section 9.06 No Liability For Actions of Others.** Except as expressly set forth in this Agreement: (i) the liabilities, obligations and responsibilities of each owner, their successors and assigns, under this Agreement are several, and not joint; and (ii) no owner, or successor or assign, of any portion of the ETJ Property will be in default under this Agreement or otherwise liable or responsible for any default which is not caused by such landowner or by any person acting by, through or under such owner or successor or assign. Owner shall indemnify City and pay City's legal fees and expenses should City be named a defendant in a lawsuit challenging this Agreement. Any owners who are individuals holding an interest, either directly or indirectly of the ETJ Property or any other property subject to this Agreement are not liable to any Party for the performance of any duty or obligation under this Agreement or for the failure to perform any duty or obligation under this Agreement. Each Party unconditionally and irrevocably releases such individual owners from any and all claims, whether now existing or arising in the future, that the Party has or may have against such individual owners arising from or directly or indirectly related to this Agreement or otherwise arising from or directly or indirectly related to the development of the the ETJ Property.

**Section 9.07 Breach of Contract.** It shall be a breach of contract if the City issues any permit (i.e., municipal approval) to Owner and Owner builds contrary to the issued permit.

## **ARTICLE X**

### **MISCELLANEOUS PROVISIONS**

**Section 10.01 Effective Date.** The Parties agree that the "Effective Date" of this Agreement shall be February 7, 2017.

**Section 10.02 Term.** This Agreement shall commence and bind the Parties on the Effective Date and continue until a date which is forty-five (45) years from the Effective Date, unless sooner terminated by express written agreement executed by both Parties (the "Term").



**Section 10.03 Termination.** This Agreement may be terminated as to all of the ETJ Property only by (i) express written agreement executed by City and Primary Owner, or (ii) City and all the then current Owners of all portions of the ETJ Property (other than end-buyers of fully developed and improved residential lots). This Agreement may be terminated as to a portion of the ETJ Property only by express written agreement executed by City and Owners of the portion of land affected by the termination (other than end-buyers of fully developed and improved residential lots); provided that if Primary Owner still owns any land within the ETJ Property, Primary Owner must consent in writing to such termination. In the event this Agreement is terminated by mutual agreement of the required Parties or by its terms, the Parties shall promptly execute and file of record in the Official Public Records of Caldwell County, Texas (as applicable), a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurs.

**Section 10.04 Agreement Binds Succession and Runs with the Land.** This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the ETJ Property and shall be binding on all future developers and owners of the ETJ Property. A memorandum of this Agreement, in the form attached as Exhibit "B", shall be recorded in the Official Public Records of Caldwell County, Texas (as applicable). Nothing in this Agreement is intended to impose obligations on any owner of a fully developed and improved lot within the ETJ Property, except as set forth in this Agreement.

**Section 10.05 Assignment.**

- a. Owner may assign this Agreement with respect to all or part of such Owner's portion of the ETJ Property from time to time to a purchaser of all or a portion of the ETJ Property. Any assignment must be in writing, must set forth the assigned rights and obligations without modification or amendment, and must be executed by Owner and the proposed assignee. Owner shall provide City and Primary Owner notice of each such assignment, including a copy of the assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to the part of the ETJ Property so assigned, except as to a default that occurred prior to the date of the assignment. A default by any subsequent assignee shall not constitute a default by Owner under this Agreement, but only under such partial assignment.
- b. Primary Owner may assign, in whole but not in part, its rights and obligations as Primary Owner so long as it owns any portion of the the ETJ Property (the "Ownership Threshold"). Notice of all assignments of the rights and obligations of the Primary Owner shall be given to City within fifteen (15) days after execution, and thereafter such Notice shall be recorded in the real property records of the County. When Primary Owner, together with its affiliates, does not satisfy the Ownership Threshold, the rights and obligations of the Primary Owner shall automatically terminate; and from and after such termination, this Agreement shall be interpreted without regard to such rights and obligations.

**Section 10.06 Entire Agreement.** This Agreement including all exhibits and attachments, contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement.

This Agreement can be amended only by written agreement signed by the Parties as provided for in this Agreement. This Agreement and the agreements between the Parties referenced in this Agreement, supersede all prior agreements between the Parties concerning the subject matter of this Agreement.

**Section 10.07 Notice.** It is contemplated that the Parties will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (i) by delivering same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the Party to be notified, or (iv) by sending same by facsimile with receipt of confirmation. Notice deposited in the United States mail in the manner described above shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective on the date delivered, if sent by confirmed facsimile or personal delivery, or the day after deposit with a "next day delivery" service. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

Primary Owner:       Walton Texas, LP  
                              c/o Walton Development & Management TX, LLC  
                              9811 S. IH35, Suite 4-200  
                              Austin, TX 78744  
                              Attention: Becky Collins  
                              T: 512-672-8682

With a copy to:       Walton Global Holdings, Ltd.  
                              1650 Tysons Blvd., Suite 1500  
                              Tysons, VA 22102  
                              Attn: Legal Counsel

With a copy to:       Steve Metcalfe  
                              Metcalfe Wolff Stuart & Williams, LLP  
                              221 West 6<sup>th</sup> Street, Suite 1300  
                              Austin, TX 78701  
                              T: 512-404-2209

With a copy to:       Mayor of Lockhart  
                              PO Box 239  
                              Lockhart, Texas 78644  
                              T: (512) 376-2910

With a copy to:       City Manager  
                              PO Box 239  
                              Lockhart, Texas 78644  
                              T: (512) 376-2910

With a copy to: City Planner  
PO Box 239  
Lockhart, Texas 78644  
T: (512) 376-2910

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

**Section 10.08 No Joint Venture.** It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. City, its past, present and future officers, elected officials, employees and agents of City, do not assume any responsibilities or liabilities to any third party in connection with the development of the ETJ Property.

**Section 10.09 Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

**Section 10.10 Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected.

**Section 10.11 Waiver.** Any failure by one of the Parties to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such Party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

**Section 10.12 Attorney's Fees and Court Costs.** In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, the prevailing Party in such proceeding shall be entitled to recover all costs and expenses incurred by it in connection with such proceedings, including, without limitation, reasonable court costs and reasonable attorneys' fees

**Section 10.13 Applicable Law and Venue.** THE CONSTRUCTION AND VALIDITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES). Venue for any dispute arising from or related to this Agreement shall be in a Texas state district court for Caldwell County as applicable, and shall be in accordance with the Texas Civil Practice and Remedies Code.

**Section 10.14 Further Assurances.** Both Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

**Section 10.15 Incorporation of Exhibits and Other Documents by Reference.** All Exhibits and other documents attached to or referred to in this Agreement are incorporated by reference for the purposes set forth in this Agreement.

**Section 10.16 Counterparts.** This Agreement may be executed in multiple counterparts which shall be construed together as a single original instrument as though all Parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the Parties executing the instrument whether or not all other parties have executed same.

**Section 10.17 Interpretation.** Each of the Parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

**Section 10.18 Effect of Development Agreement.** This Agreement, including all of the related Development Standards, approvals, consents and plans, shall remain in effect for the term of the Agreement regardless of whether all or any portion of the ETJ Property is annexed and/or zoned. To the extent this Development Agreement or the Development Standards conflict with City Code, this Development Agreement and the Development Standards shall control.

**Section 10.19 Force Majeure.** Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within 10 business days after the occurrence of a force majeure (or such longer time as may reasonably be required due to the nature of the force majeure), the Party claiming the right to temporarily suspend its performance, shall give Notice to the other Parties affected by the delay in performance, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest reasonable time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

**Section 10.20 Exhibits.**

Exhibit "A" Description of the ETJ Property and Concept Plan

Exhibit "B" Memorandum of Agreement



EXECUTED in multiple counterparts, each of which shall constitute an original, this  
\_\_\_\_\_ seventh day of February, 2017.

**CITY:** CITY OF LOCKHART, a Texas home rule city

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

Printed Name: Lew White

Title: Mayor

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

**PRIMARY OWNER:**

**WALTON TEXAS, LP,**  
a Texas limited partnership,  
in its capacity as an Owner of the Property  
and in its capacity as operator and manager  
on behalf of the Walton Individual Owners

By: Walton Texas GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Walton International Group, Inc.,  
a Nevada corporation,  
its Manager

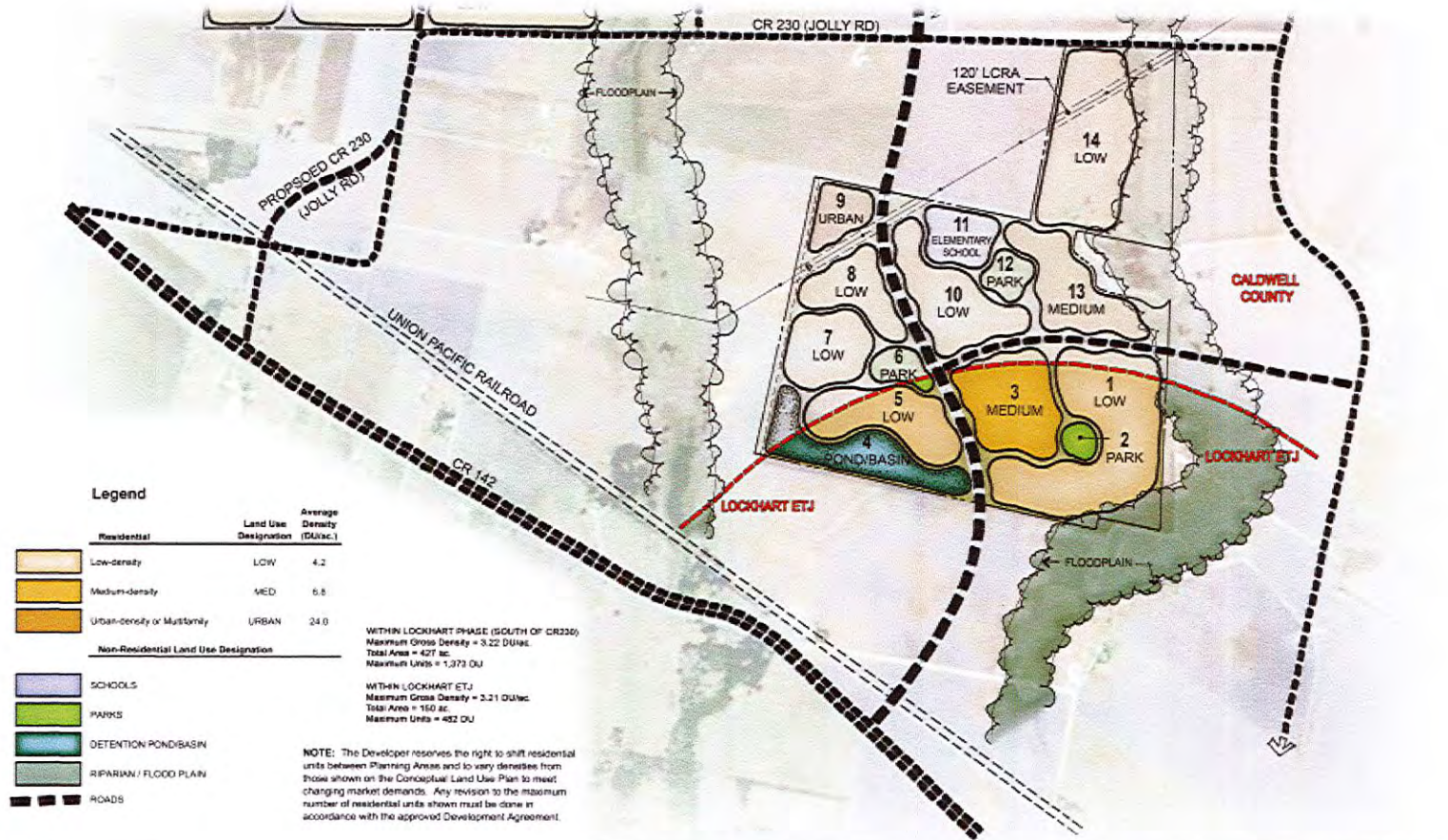
By: \_\_\_\_\_

Name: John Vick

Its: Vice President

# EXHIBIT "A"

## CONCEPT PLAN



**Legend**

Residential	Land Use Designation	Average Density (DU/ac.)
	Low-density	LOW 4.2
	Medium-density	MED 6.8
	Urban-density or Multifamily	URBAN 24.0

**Non-Residential Land Use Designation**

	SCHOOLS
	PARKS
	DETENTION POND/BASIN
	RIPARIAN / FLOOD PLAIN
	ROADS

WITHIN LOCKHART PHASE (SOUTH OF CR230):  
 Maximum Gross Density = 3.22 DU/ac.  
 Total Area = 427 ac.  
 Maximum Units = 1,373 DU

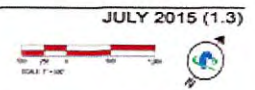
WITHIN LOCKHART ETJ:  
 Maximum Gross Density = 3.21 DU/ac.  
 Total Area = 110 ac.  
 Maximum Units = 482 DU

NOTE: The Developer reserves the right to shift residential units between Planning Areas and to vary densities from those shown on the Conceptual Land Use Plan to meet changing market demands. Any revision to the maximum number of residential units shown must be done in accordance with the approved Development Agreement.



# CALDWELL VALLEY

## CONCEPT PLAN



47



**OWNER:**

**WALTON TEXAS, LP,**  
a Texas limited partnership,  
in its capacity as an Owner of the Property  
and in its capacity as operator and manager  
on behalf of the Walton Individual Owners

By: Walton Texas GP, LLC,  
a Texas limited liability company,  
its General Partner

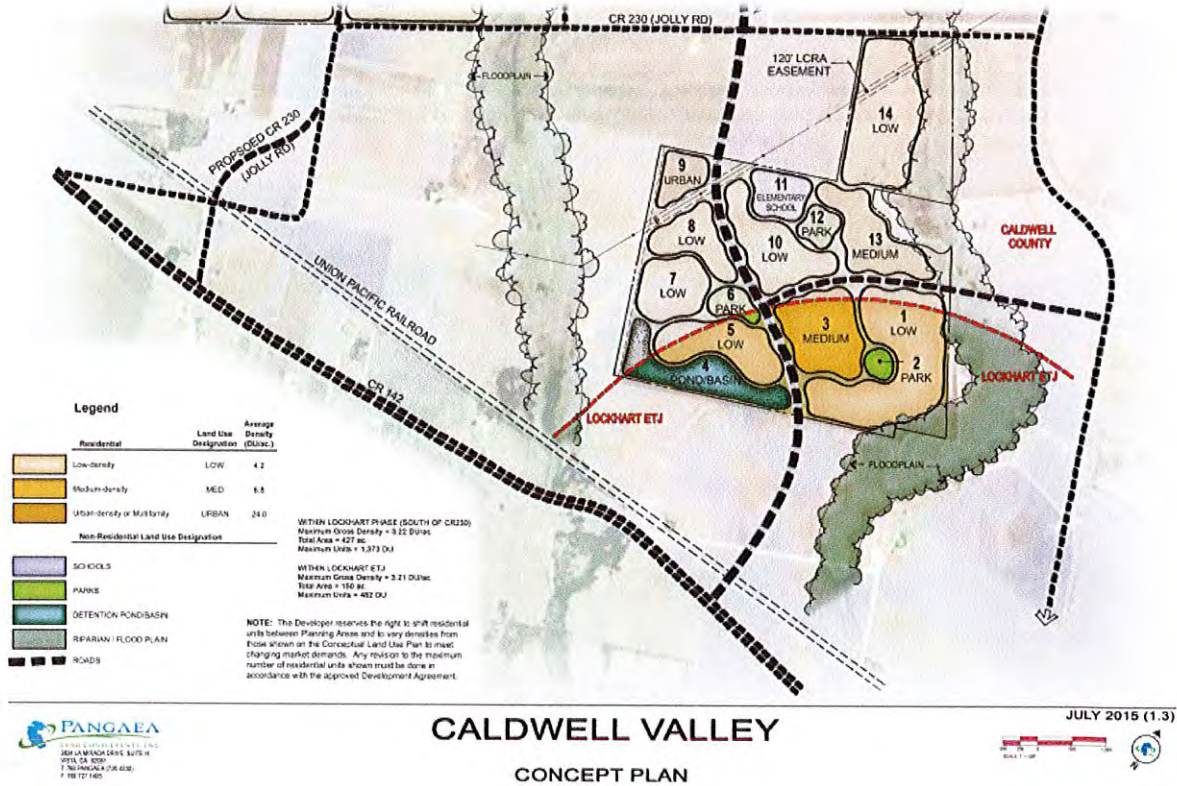
By: Walton International Group, Inc.,  
a Nevada corporation,  
its Manager

By: \_\_\_\_\_  
Name: John Vick  
Its: Vice President



**EXHIBIT A**  
**(to Form of Memorandum Agreement)**

**Property located within ETJ of Lockhart**





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

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

**CITY OF LOCKHART  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b> <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<b>Council Meeting Date:</b> February 7, 2017			<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<b>Department:</b> Planning		Initials	Date	
<b>Department Head:</b> Dan Gibson		Asst. City Manager		
<b>Dept. Signature:</b> <i>Dan Gibson</i>		City Manager		<i>2.3.2017</i>
<b>Agenda Coordinator/Contact (include phone #):</b> Dan Gibson 398-3461, x236				
<b>ACTION REQUESTED:</b> <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER <input type="checkbox"/> NONE				
<b>CAPTION</b>				
Discussion and/or action to approve Resolution 2017-04 requested by Walton, LP for consent to annex land within the Lockhart Extraterritorial Jurisdiction into one or more Municipal Utility Districts for the proposed Caldwell Valley development.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED				
<b>SUMMARY OF ITEM</b>				
Walton Texas, LP is proposing a very large development northwest of Lockhart, extending all the way to Umland. Of the approximately 3,536 acres in the entire development, 150 acres are in the Lockhart Extraterritorial Jurisdiction (ETJ), west of FM 2720. In addition to obtaining approval of the development agreement in the previous agenda item, the developer is also required by law to obtain the City's consent for the small portion with our ETJ to be annexed in to one or more Municipal Utility Districts. The attached resolution includes Exhibit A, which is the Concept Plan for the "Lockhart Section" of the development. The developer's representative will be present to discuss both the development agreement and the resolution.				
<b>STAFF RECOMMENDATION</b>				
Staff recommends APPROVAL of Resolution 2017-04.				
<b>List of Supporting Documents:</b>  Resolution 2017-04.		<b>Other Board or Commission Recommendation:</b>  None required.		

*47*



**RESOLUTION NO. 2017-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, CONSENTING TO THE ANNEXATION OF LAND INTO AND THE DIVISION OF RANCH AT CLEAR FORK CREEK MUNICIPAL UTILITY DISTRICT NO. 1, RANCH AT CLEAR FORK CREEK MUNICIPAL UTILITY DISTRICT NO. 2, CALDWELL VALLEY MUNICIPAL UTILITY DISTRICT NO. 1, OR ANY OTHER MUNICIPAL UTILITY DISTRICT CREATED BY THE DIVISION OF SUCH MUNICIPAL UTILITY DISTRICTS**

WHEREAS, Ranch at Clear Fork Creek Municipal Utility District No. 1 (“Ranch MUD 1”) and Ranch at Clear Fork Creek Municipal Utility District No. 2 (“Ranch MUD 2”) were created by the Texas Commission on Environmental Quality (“TCEQ”) by Orders dated May 19, 2004;

WHEREAS, Caldwell Valley Municipal Utility District No. 1 (“CVMUD”) was created by the division of Ranch MUD 1;

WHEREAS, other municipal utility districts may be created by the division of Ranch MUD 1 and Ranch MUD 2 (such districts, together with Ranch MUD 1, Ranch MUD 2, and CVMUD, shall be referred to herein as the “Districts”);

WHEREAS, the land described in Exhibit “A” (the “Land”) is or will be partially located within the extraterritorial jurisdiction of the City of Lockhart, Texas (the “City”);

WHEREAS, the owners of the Land have requested that the City grant consent to the annexation of the Land into the Districts; and

WHEREAS, Section 54.016 of the Texas Water Code and Section 42.0425 of the Texas Local Government Code provide that land located within a city’s extraterritorial jurisdiction may not be annexed into a municipal utility district without such city’s consent;

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

SECTION 1: That the City Council of the City hereby grants its consent to the annexation of the Land into the Districts.

SECTION 2: That the City Council of the City hereby acknowledges and agrees that the Districts may divide into two or more districts from time to time. That the City Council of the City grants any and all necessary or convenient consent to such division, the creation of new Districts as a result of such division, and the inclusion of the Land in such Districts.

SECTION 3: That the City Council of the City officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code; and that this meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof was discussed, considered, and formally acted upon. The City Council of the City further ratifies, approves, and confirms such written notice and the contents and posting thereof.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND APPROVED on the 7<sup>th</sup> day of February, 2017.

CITY OF LOCKHART

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

ATTEST:

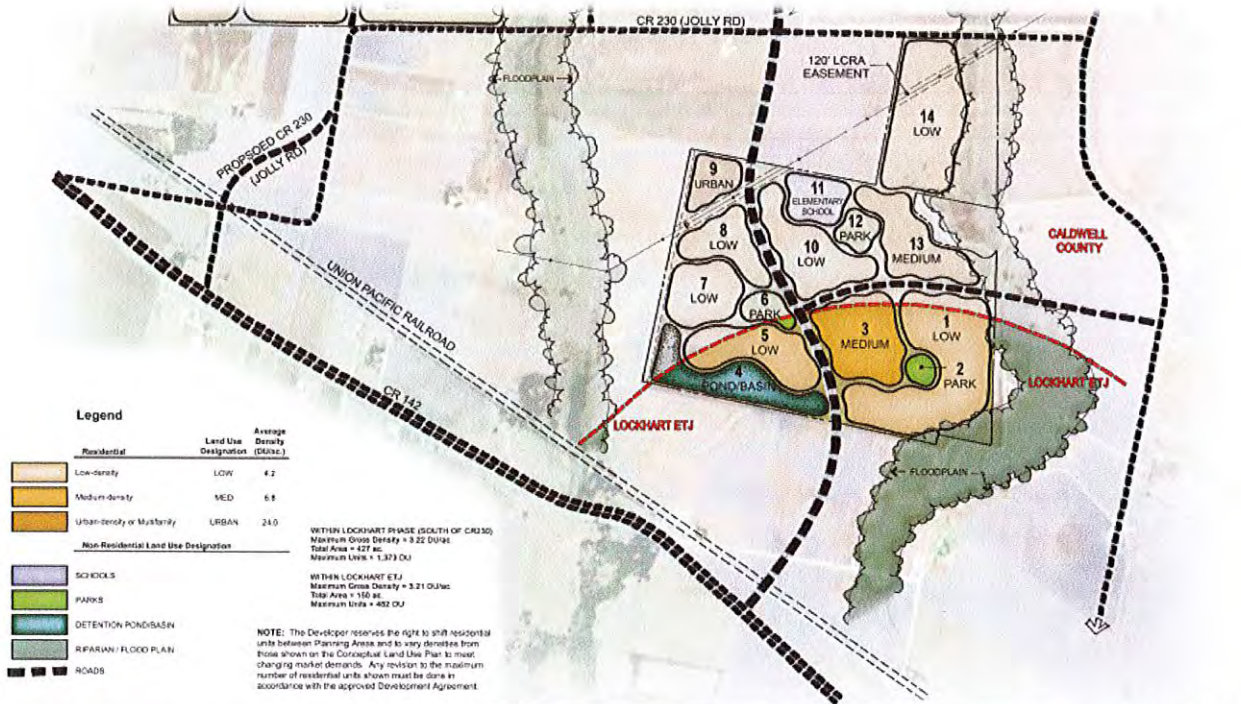
APPROVED AS TO FORM:

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

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



EXHIBIT "A" TO RESOLUTION GRANTING CONSENT TO MUD ANNEXATION



CALDWELL VALLEY  
 CONCEPT PLAN



**LIST OF BOARD/COMMISSION VACANCIES**

Updated: February 3, 2017

15

<b>Board Name</b>	<b>Reappointments/Vacancies</b>	<b>Council member</b>
Construction Board of Appeals	VACANT – Walter Stephens verbally resigned-Aug 12, 2016	Mayor Pro-Tem Sanchez

**APPLICATIONS RECEIVED TO BE ON A BOARD/COMMISSION**

<b>APPLICANT</b>	<b>BOARD REQUESTED</b>	<b>DATE RECEIVED</b>	<b>RESIDENCE DISTRICT</b>
Paul Buckner	Parks & Recreation Advisory Board	April 1, 2016	District 2
Kobe Hurt	Airport Advisory Board	February 3, 2017	County resident

↗  
New Application

CITY OF LOCKHART

ADVISORY BOARD/COMMISSION QUESTIONNAIRE/APPLICATION

NAME: Kobe Hart E-mail: Kobehurt3@gmail.com

ADDRESS: 1105 Westwood rd. HOME#: \_\_\_\_\_

WORK#: 512-~~249~~ 249-8248

OCCUPATION: Assistant Aircraft Mechanic CELL# 512-227-1463

EDUCATION (optional): \_\_\_\_\_

How long have you been a resident of Lockhart? 14 years

Are you a qualified voter of the City? Yes  No \_\_\_\_\_ VOTER REG. #: 2000236427

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: Currently serving as  
a board member of the non profit Lockhart flying club

ADDITIONAL PERTINENT INFORMATION/REFERENCES: I currently hold a  
private pilots license, John Cyrier - 512-585-1354 Brant Holbrook  
- 512-424-0782

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)

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Airport Advisory Board | _____ Electric Board                    |
| _____ Board of Adjustments & Appeals                       | _____ Historic Preservation Commission  |
| _____ Charter Review Commission                            | _____ Library Advisory Board            |
| _____ Construction Board of Appeals                        | _____ Parks and Recreation Advisory Bd. |
| _____ Economic Development Revolving Loan                  | _____ Planning & Zoning Commission      |
| _____ Economic Development Corp (1/2 Cent Sales Tax)       | _____                                   |

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

Do you receive any direct compensation or gain from the City of Lockhart? Yes \_\_\_\_\_ No

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

[Signature]  
(Signature of Applicant)

2/3/17  
(Date) **RECEIVED**

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

FEB - 3 2017

CITY OF LOCKHART  
CITY SECRETARY'S OFFICE

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

52

85

<p>The following are NOTES regarding appointments to several boards that have certain criteria that should be met, such as qualifications or number to serve on the board. Boards that are not listed below have a seven member board and are open to any citizen without qualifications.</p>	
<p><b>NOTES: AIRPORT ADVISORY BOARD</b></p>	<p><b>Sec. 4-26. Membership; appointments.</b> The Lockhart Airport Advisory Board shall be composed of seven members to be appointed in accordance with section 2-210. At least five members must currently be or have been flight rated, and two members may be appointed as at-large members. Members shall serve three-year terms, such terms coinciding with the council position making the appointment.</p> <p><b>Sec. 4-28. Eligibility for board membership.</b> No person having a financial interest in any commercial carrier by air, or in any concession, right or privilege to conduct any business or render any service for compensation upon the premises of the Lockhart Municipal Airport shall be eligible for membership on the Lockhart Airport Advisory Board.</p> <p><b>Sec. 4-32. Limitations of authority.</b> The Lockhart Municipal Airport Advisory Board shall not have authority to incur or create any debt in connection with airport operations; nor shall the board be empowered to enter into any contract, leases, or other legal obligations binding upon the City of Lockhart; nor shall the board have authority to hire airport personnel or direct airport personnel in the execution of their duties.</p>
<p><b>NOTES: CONSTRUCTION BOARD APPOINTMENTS</b></p>	<p><i>Section B101.4, Board Decision, is amended to read as follows:</i> The construction board of adjustments and appeals shall have the power, as further defined in Appendix B, to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes; and to conduct hearings on determinations of the building official regarding unsafe or dangerous buildings, structures and/or service systems, and to issue orders in accordance with the procedures beginning with section 12-442 of this Code [of Ordinances].</p> <p><i>Section B101.2, Membership of Board, is amended to read as follows:</i> Each District Council member and the Mayor shall appoint one member to the Construction Board of Appeals making it a five (5) member board and each Councilmember at Large shall appoint an alternate. The term of office of the board members shall be three (3) years, such terms coinciding with the council position making the appointment. The two (2) alternates shall also serve the term coinciding with the council position making the appointments. Vacancies shall be filled for an unexpired term in the manner in which the original appointments are required to be made. Board members shall consist of members who are qualified by experience and/or training to pass on matters pertaining to building construction and are not employees of the City of Lockhart.</p>
<p><b>NOTES: ELECTRIC BOARD APPOINTMENTS</b></p>	<p><b>Sec. 12-132. Members.</b> (a) Appointments to the examining and supervisory board of electricians and appeals shall conform to section 2-210 except that the board shall consist of five persons with one being appointed by each district council member and one by the mayor. Each member shall serve three-year terms with such terms to coincide with the council position making the appointment. (b) Each board member shall reside within the county and such board shall include one member who shall be a building contractor; one layman; two members shall be master electricians who are currently licensed by the city; and one member shall be either a building contractor or master electrician licensed by the city. There shall be two ex-officio members, one who shall be the city electrical inspector, and one shall be the fire marshal.</p> <p><b>Sec. 12-133. Officers and quorum.</b> The members of the examining and supervising board of electricians and appeals shall select a chairman and secretary. A quorum shall consist of three members.</p>
<p><b>NOTES: HISTORIC PRESERVATION COMMISSION</b></p>	<p><b>Sec. 28-3. Historical preservation commission.</b> (b) The commission shall consist of seven members, appointed by the city council in accordance with section 2-210, who shall whenever possible meet one or more of the following qualities: (1) A registered architect, planner or representative of a design profession, (2) A registered professional engineer in the State of Texas, (3) A member of a nonprofit historical organization of Caldwell County, (4) A local licensed real estate broker or member of the financial community, (5) An owner of an historic landmark residential building, (6) An owner or tenant of a business property that is an historic landmark or in an historic district, (7) A member of the Caldwell County Historical Commission.</p>
<p><b>NOTES: PARKS ADVISORY BOARD</b></p>	<p><b>Sec. 40-133. Members.</b> (a) The board shall consist of seven members appointed in accordance with section 2-210 to serve three years terms, such terms to coincide with the council position making the appointment and two alternates shall also be appointed by the mayor and mayor pro-tem, one each. The two alternates shall also serve the term coinciding with the council position making the appointments. Vacancies shall be filled for an unexpired term in the manner in which the original appointments are required to be made. (Ordinance 06-08, adopted February 7, 2006)</p>



54

Sec. 2-209. - Rules for appointment.

The city council hereby sets the following rules:

- (1) Except as may be established by existing city ordinances/resolutions the process for selecting members shall be open to all Lockhart citizens, who must apply for appointment, to include those applying for reappointment. Reappointment shall not be deemed automatic.
- (2) Council shall seek to appoint the most qualified or best persons available, while also respecting the need for diverse community opinions.
- (3) No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- (4) No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- (5) Subject to other qualifications as specifically required for membership on the below boards and commissions, the city council shall have the right (but not the duty) to appoint up to two members who are not Lockhart citizens but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the construction board of appeals.
- (6) Subject to other qualifications as specifically required for membership on the below boards and commissions, the city council shall have the right (but not the duty) to appoint up to two members who are not Lockhart citizens but who are residents of Caldwell County, to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the construction board of appeals.

**Section 2-210. Method of selection; number of members; terms.**

- (a) The mayor and city councilmembers shall nominate individuals to serve on boards and commissions. Each nomination shall then be confirmed by a simple majority of the entire city council.
- (b) Except as provided herein, there shall be seven members appointed to each board or commission corresponding with the seven members or places of the city council. Each city councilmember, except as provided herein, shall nominate a qualified person to serve in a place on an appointed body corresponding to their place on the council. At-large councilmembers shall be designated as places 5 and 6, and the mayor's position as place 7, for the purpose of this section. Nominations shall be made to fill vacant positions and/or positions whose terms have expired within 90 days of the event, such as a resignation or an election. Should any city councilmember fail to name an appointee to one of his/her corresponding places on any body within the above described 90 days, another councilmember shall then have the privilege to nominate a person to fill that same position, as described in subsection (a). However, once that position becomes vacant again for any reason, the appointment shall revert to the place corresponding with the original city council seat/place number for nominations.
- (c) Beginning with the election in May, 1998, the council shall nominate and confirm four members to serve in places 1, 2, 5, 6 on each board and commission in accordance with subsections (a) and (b) above, and with the standards set in Ordinance Number 97-09, Governance Policies. With the election of May, 1999, the remaining three places shall be filled following the same procedure as above.
- (d) Terms of service on appointed bodies shall be the same three-year terms as the councilmember who nominates a person to serve. However, a person may be appointed to complete the unexpired term of a vacant position, due to a resignation, for example.
- (e) When a person has completed a term, or terms, of service and will be vacating a place, that person may continue to serve until a replacement is nominated and confirmed by the city council.
- (f) At the discretion of the majority of the city council, one Caldwell County resident who is also an owner of real property within any local historic district may be appointed as a full member to the historical preservation commission.
- (g) Exceptions to the above regulations shall be all volunteer/special purpose/ad hoc committees appointed from time to time by the city council and the zoning board of adjustments, whose members shall serve two-year terms in accordance with V.T.C.A., Local Government Code § 211.008. All other provisions of this section, and ordinance number 97-09 which do not conflict with the chapters establishing these bodies shall be applicable.

**Sec. 2-212. Removal and resignation of members.**

- (a) All board, commission and committee members serve at the pleasure of the city council and may be removed from office with or without cause at the discretion of the city council.
- (b) Board, commission and committee members may resign from office at any time by filing a written resignation, dated and signed by the member, with the City Secretary. Such resignation shall take effect upon receipt by the City Secretary without further action by the city council. If the city council appoints a new member to replace the resigned member, the new member shall be appointed to serve out the remainder of the resigned member's term.

NOTES:  
ORDINANCE  
RE: ALL  
BOARD,  
COMMISSION  
APPOINTMENTS

**COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS**

55

<b>Councilmember</b>	<b>Board/Commission</b>	<b>Appointee</b>	<b>Date Appointed</b>
Mayor – Lew White	Airport Board	John Hinnnekamp	01/17/12
	Board of Adjustment	Mike Annas	01/17/12
	Construction Board	Ralph Gerald	01/17/12
	Ec Dev. Revolving Loan	W.R. Cline	01/17/12
	Ec Dev. Corp. ½ Cent Sales Tax	Alan Fielder, Vice-Chair	01/17/12
	Electric Board	Joe Colley, Chair	01/17/12
	Historical Preservation	John Lairsen	01/05/16
	Library Board	Stephanie Riggins	01/17/12
	Parks and Recreation	Albert Villalpando, Chair	01/17/12
	Planning & Zoning	Bill Faust	03/18/14
	ETJ Rep-Impact Fee Adv Comm	Larry Metzler	10/18/16
District 1 – Juan Mendoza	Airport Board	Larry Burrier	06/19/12
	Board of Adjustment	Lori Rangel	05/01/12
	Construction Board	Mike Votee	10/04/16
	Eco Dev. Revolving Loan	Ryan Lozano	08/15/06
	Eco Dev. Corp. ½ Cent Sales Tax	Dyral Thomas	04/05/11
	Electric Board	Thomas Herrera	07/17/12
	Historical Preservation	Victor Corpus	06/04/13
	Library Board	Shirley Williams	01/17/12
	Parks and Recreation	Linda Thompson-Bennett	08/19/08
	Planning & Zoning	Marcos Villalobos	11/01/16
	District 2– John Castillo	Airport Board	Reed Coats
Board of Adjustment		Juan Juarez	08/04/16
Construction Board		Israel Zapien	01/17/12
EcoDev. Revolving Loan		Rudy Ruiz	05/03/16
Eco Dev. Corp. ½ Cent Sales Tax		Fermin Islas, Chair	01/04/11
Electric Board		James Briceno	05/03/11
Historical Preservation		Ron Faulstich	10/04/16
Library Board		Donnie Wilson	01/04/11
Parks and Recreation		James Torres	05/03/11
Planning & Zoning		Rob Ortiz, Alternate	05/06/08
		Manuel Oliva	05/03/11

**COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS**

56

District 3 – Benny Hilburn	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 Nic Irwin (Alternate) Kirk Smith (Alternate) Jerry West, Vice-Chair Lew White, Chair Ken Doran Thomas Stephens Ronda Reagan Jean Clark Fox, Chair William Burnett Philip McBride, Chair	12/03/13 12/03/13 12/15/15 03/15/16 12/03/13 12/03/13 12/03/13 12/03/13 12/03/13 12/03/13 12/03/13 12/03/13
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 James Paul Denny, Vice-Chair Kathy McCormick Donaly Brice Russell Wheeler Mary Beth Nickel	07/01/08 01/20/15 04/19/16 11/01/16 01/20/15 01/20/15 01/20/15 01/20/15 01/20/15 01/20/15 10/18/16
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 VACANT-(w.Stephens resigned 8/12/16) Irene Yanez Bernie Rangel Juan Alvarez, Jr. Jodi King Chris Schexnayder Philip Ruiz, Vice-Chair	12/21/10 02/19/08  06/17/08 07/07/15 03/01/11 01/04/11 06/07/16 01/04/11

**COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS**

57

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 Shafter Edward Strayer Frank Estrada Terrance Gahan Rebecca Lockhart Dennis Placke Christina Black	12/01/15 12/01/15 08/18/15 12/01/15 12/01/15 12/01/15 12/01/15 11/03/15 09/15/15
	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	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 03/17/15 – Councilmember Hilburn 03/17/15 – Mayor White 03/17/15 – Councilmember Castillo 03/17/15 – Councilmember Michelson



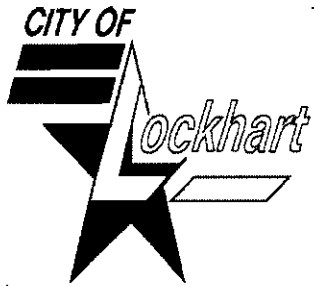




**CHARTER REVIEW COMMISSION  
2016 - 2017**

69

	<b>RAY SANDERS</b>	<b>ALAN FIELDER</b>	<b>ROLAND VELVIN</b>	<b>ELIZABETH RAXTER</b>	<b>BILL HERNANDEZ</b>
<b>Meeting Date:</b>					
May 10, 2016	P	P	P	P	P
June 14, 2016	P	A	P	P	P
July 11, 2016	P	P	A	P	P
August 8, 2016	P	P	P	P	P
September 12, 2016	P	P	P	P	P
October 11, 2016	P	P	A	P	A
November 2016			NO MEETING		
December 2016			NO MEETING		
January 2017			NO MEETING		
P=Present A=Absent					

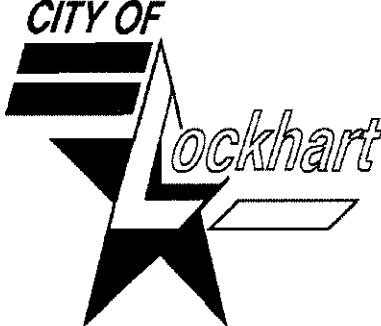


CITY OF LOCKHART						
CONSTRUCTION BOARD OF APPEALS						
BOARD ATTENDANCE REPORT - 2017						
APPOINTING COUNCIL MEMBER						
	JERRY WEST (12/03/13) CHAIR (01/05/2017)	RALPH GERALD (01/17/12)	RICK WINNETT, JR. (04/19/2016) VICE CHAIR (01/05/2017)	GARY SHAFER (08/18/15)	MICHAEL VOETEE 10/04/2016	ISRAEL ZAPIEN (01/17/12)
Member Title:	County Resident			Alternate		
Meeting Date:	P NO MTG	P NO MTG	P NO MTG	P NO MTG	P NO MTG	P NO MTG
January 5, 2017						
January 19, 2017						
February 1, 2017						
March 1, 2017						
April 1, 2017						
May 1, 2017						
June 1, 2017						
July 1, 2017						
August 1, 2017						
September 1, 2017						
October 1, 2017						
November 1, 2017						
December 1, 2017						
Total # Meetings:	1	1	1	1	1	1
Present:	1	1	1	1	1	1
Absent:	0	0	0	0	0	0
Absenteeism %:	0%	0%	0%	0%	0%	0%
LEGEND:	PRESENT:		P UNEXCUSED ABSENCE:		U	
	EXCUSED ABSENCE:		EA NO MEETING HELD:		NO MTG	
COMMENTS:						





2.9

	CITY OF LOCKHART				
	ELECTRIC BOARD OF REVIEW				
	BOARD ATTENDANCE REPORT - 2017				
	APPOINTING COUNCIL MEMBER				
	<b>Joe Colley</b> (6/17/08)	<b>James Paul Denny</b> (01/20/15)	<b>Thomas Herrera</b> (07/17/12)	<b>Tom Stephens</b> (12/03/13)	<b>James Briceno</b> (05/03/11)
	<b>Chair</b>	<b>Vice-Chair</b>			
<b>Meeting Date:</b>					
January 5, 2017	<b>NO MTG</b>	<b>NO MTG</b>	<b>NO MTG</b>	<b>NO MTG</b>	<b>NO MTG</b>
January 19, 2017	<b>NO MTG</b>	<b>NO MTG</b>	<b>NO MTG</b>	<b>NO MTG</b>	<b>NO MTG</b>
February 2, 2017					
February 16, 2017					
March 2, 2017					
March 16, 2017					
April 6, 2017					
April 20, 2017					
May 4, 2017					
May 18, 2017					
June 1, 2017					
June 15, 2017					
July 6, 2017					
July 20, 2017					
August 3, 2017					
August 17, 2017					
September 7, 2017					
September 21, 2017					
October 5, 2017					
October 19, 2017					
November 2, 2017					
November 16, 2017					
December 7, 2017					
December 21, 2017					
<b>Total # Meetings:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



**City of Lockhart 2017 -LHPC  
Attendance for a 12-Month Period**

69

<b>Meeting Date:</b>	<b>CORPUS</b>	<b>LAIRSEN</b>	<b>ALVAREZ</b>	<b>FAULSTICH</b>	<b>REAGAN</b>	<b>GAHAN</b>	<b>McCORMICK</b>
		<b>CHAIR</b>					<b>VICE-CHAIR</b>
January 4, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
January 18, 2017	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG	NO MTG
February 1, 2017							
February 15, 2017							
March 1, 2017							
March 15, 2017							
April 5, 2017							
April 19, 2017							
May 3, 2017							
May 17, 2017							
June 7, 2017							
June 21, 2017							
July 5, 2017							
July 19, 2017							
August 2, 2017							
August 16, 2017							
September 6, 2017							
September 20, 2017							
October 4, 2017							
October 18, 2017							
November 1, 2017							
November 15, 2017							
December 6, 2017							
December 20, 2017							
<b>Number of meetings:</b>	0	0	0	0	0	0	0
<b>Present:</b>	0	0	0	0	0	0	0
<b>Absent:</b>	0	0	0	0	0	0	0
<b>% Absent:</b>							

64



**CITY OF LOCKHART  
Library Advisory Board  
ATTENDANCE REPORT - 2017  
APPOINTING COUNCIL MEMBER**

	Angie Gonzales Sanchez	Brad Westmoreland	MAYOR WHITE	Juan Mendoza	John Castillo	Benny Hilburn	Jeffry Michelson
	Jody King (01/04/13)	Rebecca Lockhart (11/19/13)	Stephanie Wilson Riffin (06-17-2011)	Shirley Williams (06-15-2007)	Donnie Wilson (10-02-2010)	Jeannie Fox (12-03-2013)	Donaly Brice (7-05-2008)
January	NO MEETING						
February							
March							
April							
May							
June							
July							
August							
September							
October							
November							
December							
<b>LEGEND:</b>							
<b>COMMENTS:</b>	<b>PRESENT:</b>	<b>P</b>	<b>UNEXCUSED ABSENCE:</b>		<b>U</b>		
	<b>EXCUSED ABSENCE:</b>	<b>E</b>	<b>NO MEETING HELD:</b>				
	To revise library policy and procedures.						



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

APPOINTING COUNCIL MEMBER

59

	ANGIE SANCHEZ	BRAD WESTMORELAND	BENNY HILBURN	JUAN MENDOZA	JOHN CASTILLO	LEW WHITE	Jeffry Michelson	ALTERNATE (Mayor Pro-Tem)
	Chris Schexnayder(06/07/16)	Dennis Placke (11/03/15)	Warren Burnett (12/04/12)	Linda Thompson-Bennett (12/07/04)	James Torres (12/18/07)	Albert Villalpando (09/05/06)	Russell Wheeler (01/20/15)	Rob Ortiz (05/06/08)
<b>Meeting Date:</b>	January 26,2017	P	U	P	P	P	P	
<b>LEGEND:</b>	<b>PRESENT:</b>		<b>P</b>	<b>UNEXCUSED ABSENCE:</b>		<b>U</b>		
	<b>EXCUSED ABSENCE:</b>		<b>E</b>	<b>NO MEETING HELD:</b>				
<b>COMMENTS:</b>	* Ordinance 06-08 adopted February 7, 2006 allow two alternate position to be appointed by Mayor and Mayor Pro-Tem * Board meets on the 4th Thursday of each month							







**Lockhart City Council**  
**FY 16-17 Goals**  
**Revised 3-10-2016, 8:30 pm**

Priority	Council Person	Goals Submitted	City Manager Comments
1	Castillo	Infrastructure	Complete 2015 CO projects and need budget of \$250,000 per year for streets, continue water and sewer main replacements; continue electric distribution maintenance plan-get new substation on line. Replace bad water raw water mains and find additional water for the future.
1	Gonzales-Sanchez	Department Heads to Budget Salary Increases for city employees so that we can keep our current city employees.	Est Cost Per % Increase Annually: Gen Fund (Not Civil Serv) \$ 29,000; Gen Fund Civil Serv \$ 24,000; Other/Utilities: \$ 15,000- Add'l
1	Hilburn	Improve City Cemetery with GF Expiring debt saving and/or Cemetery Tax	Cemetery Tax up to 5 cents allowed by State Law. Expiring GF debt committed to Police and Fire increased pay rates. (\$132,000)
1	Mendoza	Find ways to use activity center for multi-purpose use. (basketball, volleyball). Funding source: Different companies in town	If approved by Council staff would approach local businesses
1	Michelson	Continue to improve infrastructure (drainage, street repairs) throughout the city	Complete 2015 CO and budget \$250,000 per year for street materials
1	Westmoreland	Enforce ordinances that pertain to unsightly properties all over town. Make homeowners/residents (because some may be renters) take pride in their environment. It is an eyesore to drive around town and see overgrown properties, junked cars, and stacks of trash on porches, in yards and driveways. All levels of socio-economic residents in this town have shown evidence of being disrespectful to their environment.	City has no esthetics ordinance currently. The term "unsightly" is subjective and is difficult to prove in court.
1	White	Economic Development-expanding budget to get staff qualified to help Sandra with recruitment, working with LEDC to either build Spec building or invest in more property, Main St program to relieve Sandra of a lot of those duties	Main Street Program would require another person and funding to work with local businesses while Economic Development would concentrate on new businesses and new jobs
2	Castillo	Economic Development	Need 12-15,000 sf of retail spaces with reasonable lease per sf and buildings that are 20 to 50,000 sf for industrial and manufacturing
2	Gonzales-Sanchez	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	Complete 2015 CO projects and need budget of \$250,000 per year for streets, continue water and sewer main replacements; continue electric distribution maintenance plan-get new substation on line. Replace bad water raw water mains and find additional water for the future. Most streets that lack curbing will need to be totally reconstructed. Brighter LED lights being experimented with since costs have come down.
2	Hilburn	Implement City Signage	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000
2	Mendoza	New Park equipment. Funding Source: Each Councilmember responsible for a park and finding funding sources	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
2	Michelson	Continue to improve ways to attract businesses to Lockhart	Need more 12-15,000 sf of retail spaces with reasonable lease per sf and buildings that are 20 to 50,000 sf for industrial and manufacturing
2	Westmoreland	Create a policy for the residency of future administrative positions to live within the Lockhart city limits. If an administrator wants to be employed by the City of Lockhart, they need to reside here. Sharing in the daily lives of our citizens seems crucial to making decisions about Lockhart. They are paid by city taxes.	It is not legal to require all department heads to live in the City limits; only the City Manager is required to do so. All non-24 emergency response employees must live within 25 minutes of City Limits
2	White	Continue street rehab	Need \$ 250,000 annually minimum for street work materials
3	Castillo	City Facilities	Not sure what this includes; can assess all departments for physical needs
3	Gonzales-Sanchez	Economic Development: Recruit more businesses especially retail and continue efforts ; contact existing and vacant bldg owners to see if they are willing to work with City to bring these small retail businesses, as well as industrial; possibly purchasing two downtown county buildings when on the market for possible new businesses in the downtown area. Stronger platform with LEDC with methods to sell Lockhart and attract businesses.	LEDC could fund another report but the company says our numbers still should be good. Costs estimated \$22,500 for updating data and recruitment. Prime softgood companies constantly want to be on Highway 183 in 12-15,000 sf and at a reasonable cost per sf plus higher traffic counts.

**Lockhart City Council**  
**FY 16-17 Goals**  
**Revised 3-10-2016, 8:30 pm**

Priority	Council Person	Goals Submitted	City Manager Comments
3	Hilburn	Continue improving city streets: Increase Transportation Fund	Current transportation monthly rate is \$ 4 for residential and others; \$260,000 annual which helps fund labor and equipment, but is not sufficient for materials. Another \$250,000 for materials is needed annually.
3	Mendoza	Wi-Fi Free Zones Downtown Square. Funding source City Budget, School District, Downtown sponsors	Rough estimate is about \$12,000
3	Michelson	Refurbish City Hall	If atrium removed, add more offices estimated at \$45,000 and more outside landscaping estimated at \$ 5,000; elevator going in with improvements to restrooms and offices
3	Westmoreland	Approach interested and future businesses cordially. Stringent ordinances (and the way they are approached), scare off some businesses. Let's be friendly in a positive way.	City Mgr respectfully requests names of such businesses. He has met with 18 business representatives over past 15 months that were looking at Lockhart but did not come. Except for the non-residential exterior building esthetics ordinance, none of them indicated a problem with the current ordinances or with staff. The main problems were high land prices and the lack of "ready built retail and industrial buildings", and traffic counts were not high enough. Most thought the impact fee schedules were very reasonable compared to other cities. Will continue to work toward friendlier customer service with simplified ordinances.
3	White	Park master plan to consider park bond issue, recreation dept and staff issues	Master Plan estimate: \$ 45,000, recreation dept est at least \$ 60,000 for a recreational professional with another \$30,000 for equipment and materials
4	Castillo	Employees Wages	Est Cost Per % Increase Annually: Gen Fund (Not Civil Serv) \$ 29,000; Gen Fund Civil Serv \$ 24,000; Other/Utilities: \$ 15,000- Add'l Cost FY 16-17 due to Civil Serv Pay Plan Expansions already approved: \$ 132,000
4	Gonzales-Sanchez	Police Task Force: Budget extra funds to bring back a much needed Police Task Force to address any drug and gang related problems this city is being faced with especially on the East side of our city. Possibly ask the County to assist with funding.	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000
4	Hilburn	Continue working on bringing industry to Lockhart: Continue supporting Ms. Mauldin	LEDC is will have sufficient funding to be more aggressive starting FY 16-17
4	Mendoza	Training Start up: Neighborhood Watch Training and Program: Police Budget	Have tried Neighborhood Watch Program in past but was not sustained because of lack of participation. Willing to try again.
4	Michelson	Improve signage on HWY 183 as well as SH130 = directing people to Lockhart	Possibly use of some of the KTB grant money
4	Westmoreland	Evaluate and/or change the degree of the angled parking along the 4 blocks off of the square. This would be: Main Street from Market to Prairie Lea Street; Main Street from San Antonio Street to Walnut Street; Commerce Street from Market Street to Prairie Lea Street, and Commerce Street from San Antonio Street to Walnut Street. These parking spaces were made before long vehicles were made! If there are cars parked on both sides of the streets, only one car can pass through at a time. Then it becomes a one lane street. I have witnessed a different angled parking arrangement, and it provides more room and is much safer for the drivers and pedestrians.	Estimate to black out existing thermoplastic markings, redefine layout, and apply new thermoplastic markings with angle parking = \$ 12,000; will probably lose 4 spaces per block. 2 on each side
4	White	Branding and wayfinding—may be included in #1	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000
5	Castillo	Parks	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
5	Gonzales-Sanchez	Subdivision development to attract more businesses to Lockhart	Working with 6 more subdivisions, either new or expanding, and possibly one more very large one northwest.
5	Hilburn	Improve tourism in Lockhart - City Council continue to work with and encourage Chambers of Commerce to be more involved	Council can make this directive to Chambers when dividing out HOT funds
5	Mendoza	Finding more funding for Retail Market Study. Zip code demographics with reports. Funding LEDC	LEDC could fund another report but the company says our numbers still should be good. Costs estimated \$22,500 for updating data and recruitment.

**Lockhart City Council**  
**FY 16-17 Goals**  
**Revised 3-10-2016, 8:30 pm**

Priority	Council Person	Goals Submitted	City Manager Comments
5	Michelson	Work with LEDC or someone equivalent to build a building to help attract business	Need more 12-15,000 sf of retail spaces with reasonable lease per sf. Most softgood retailers want 12-15,000 on Hwy 183 at a reasonable price and increased traffic volumes
5	White	Sidewalks to include lighting	Funding required; for example San Jacinto to Jr High estimate is \$130,000 just for materials along Maple walkway
6	Gonzales-Sanchez	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants)	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000. Chambers could use HOT for more tourism.
6	Michelson	Continue to work on City Park improvements	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
6	White	Pursue possible ESD-EMS district	Legal issue with participation by County and City of Luling preferable
7	Gonzales-Sanchez	Parks Improvemens: Purchase more park equipment to provide safe and fun filled parks for all to use.	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
7	Mendoza	Start Talks With YMCA Austin again. Seek sponsors funding if necessary	Our population hurt in previous discussions, Will pursue again. They usually want commitment for a minimum number of individuals and families depending on population of not only City but its metro area
7	Michelson	Work on building a civic center/ recreation center	\$ 9 million plus land \$ 2.5 million for about 20,000 sf plus about \$240,000 annual maintenance costs and minimum of \$60,000 for utilities; estimated revenues offset is about \$60,000; take out recreation center and cost go down about 20%. It has been reported that Bastrop is spending over \$500,000 per year to operate its civic center. Revenues not covering costs.
7	White	Cemetery maintenance	Cemetery Tax up to 5 cents allowed by State Law
8	Gonzales-Sanchez	City Hall: Refurbish with Improvements and/or Upgrades	Elevator and improvements to restrooms planned; better offices for Connie and Sandra planned also.
9	Gonzales-Sanchez	Convention Center	\$ 9 million plus land \$ 2.5 million for about 20,000 sf plus about \$240,000 annual maintenance costs and minimum of \$60,000 for utilities; estimated revenues offset is about \$60,000; take out recreation center and cost go down about 20%. It has been reported that Bastrop is spending over \$500,000 per year to operate its civic center. Revenues not covering costs.
10	Gonzales-Sanchez	Employee: Possible additional Employee Holiday Time off-Alternating system	City employees now have 12 holidays and 1 personal holiday; time off is granted by seniority with department head responsible for keeping sufficient personnel to serve the public needs. Employees also receive at least 2 weeks of vacation time. Those employees required to work on holidays receive their normal pay plus holiday pay.



City of Lockhart  
Future Debt Payments as of 9/30/15

Description		2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT
<b>General Government</b>																						
<b>Hotel Tax Fund</b>																						
2009 Tax & Revenue		40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000								520,000
<b>Total Hotel Tax Fund P &amp; I</b>		40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000								520,000
<b>LEDC</b>																						
2008 GO Refunding		300,000																				300,000
2015 Tax & Revenue		37,357	48,093	48,093	48,044	48,103	48,152	63,645	63,670	63,513	63,543	63,555	63,643	63,687	65,647	65,544	65,575	65,482	65,579	65,538	65,676	1,182,139
<b>Total LEDC Fund P &amp; I</b>		337,357	48,093	48,093	48,044	48,103	48,152	63,645	63,670	63,513	63,543	63,555	63,643	63,687	65,647	65,544	65,575	65,482	65,579	65,538	65,676	1,482,139
<b>2015 Capital Projects Fund</b>																						
2015 Tax & Revenue		122,620																				122,620
<b>Total 2015 Capital Projects Fund</b>		122,620	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	122,620
<b>Drainage</b>																						
2008 GO Refunding	31.00%	100,000																				100,000
2015 Tax & Revenue		100,000	116,289	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	2,016,289
<b>Total Drainage Fund P &amp; I</b>		200,000	116,289	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	2,116,289
<b>General Fund</b>																						
2008 GO Refunding		91,210																				91,210
2015 Tax & Revenue		-																				-
<b>Total General Fund P &amp; I</b>		91,210	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	91,210
<b>Debt Service Fund</b>																						
2009 Tax & Rev CO's	100.00%	333,210	331,060	328,972	327,883	336,575	329,615	737,655	742,642	741,325	743,920	750,210	749,978	753,440								7,206,485
2006 Tax & Rev CO's	100.00%	50,455	48,815	47,175	50,535	48,690	46,845															292,515
2006-A Tax & Rev CO's	93.00%	266,916	267,594	267,890	267,803	267,332	271,128															1,608,664
2015 Tax & Revenue	12.00%	91,487	117,779	117,779	117,659	117,803	117,923	155,867	155,927	155,543	155,615	155,645	155,861	155,969	160,769	160,517	160,592	160,365	160,602	160,502	160,831	2,895,035
<b>Total Debt Service Fund P &amp; I</b>		742,068	765,248	761,816	763,880	770,400	765,511	893,522	898,569	896,868	899,535	905,855	905,839	909,409	160,769	160,517	160,592	160,365	160,602	160,502	160,831	12,002,699
<b>Total General Government</b>		1,533,255	969,630	949,909	951,924	958,503	953,663	1,097,167	1,102,239	1,100,381	1,103,078	1,109,410	1,109,482	1,113,096	326,416	326,061	326,167	325,847	326,181	326,040	326,507	16,334,957

City of Lockhart  
Future Debt Payments as of 9/30/15

Description		2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT	
<b>Proprietary</b>																							
<b>Electric Fund</b>																							
2008 GO Refunding	3.59%	40,379																				40,379	
2013 SIB Loan	30.81%	71,151	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,151	71,151	71,152				1,280,721
<b>Total Electric Fund P &amp; I</b>		111,530	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,151	71,151	71,152	-	-		1,321,100
<b>Water Fund</b>																							
2006A Tax & Rev CO's	7.00%	20,090	20,142	20,164	20,157	20,122	20,408																121,082
2008 GO Refunding	36.38%	409,192																					409,192
2009 GO Refunding	86.69%	165,829	165,775	165,656	165,477	169,357	168,625	167,709	170,852	169,384	171,937	174,082	171,534	177,194									2,203,410
2015 Tax & Revenue	49.60%	378,148	486,818	486,818	486,322	486,917	487,413	644,248	644,496	642,909	643,207	643,331	644,223	644,670	664,510	663,468	663,778	662,842	663,822	663,406	664,800		11,966,146
2013 SIB Loan	35.80%	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676				1,488,169
<b>Total Water Fund P &amp; I</b>		1,055,935	755,411	755,314	754,632	759,071	759,122	894,633	898,024	894,969	897,820	900,089	898,433	904,540	747,186	746,144	746,454	745,518	746,498	663,406	664,800		16,187,999
<b>Sewer Fund</b>																							
2008 GO Refunding	16.36%	183,990																					183,990
2009 GO Refunding	13.31%	25,461	25,452	25,434	25,407	26,002	25,890	25,749	26,232	26,006	26,398	26,728	26,336	27,206									338,302
2015 Tax & Revenue	4.30%	32,783	42,204	42,204	42,161	42,213	42,256	55,852	55,874	55,736	55,752	55,773	55,850	55,889	57,609	57,518	57,545	57,464	57,549	57,513	57,643		1,037,388
2015 Tax & Revenue	TRNSF		170,305	186,594	186,302	186,653	186,945	279,275	279,421	278,487	278,662	278,735	279,261	279,523	291,203	290,590	290,773	290,222	290,798	290,554	291,374		4,905,677
2013 SIB Loan	33.39%	77,102	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102				1,387,844
<b>Total Sewer Fund P &amp; I</b>		319,336	315,064	331,334	330,973	331,971	332,193	437,979	438,629	437,331	437,915	438,338	438,549	439,721	425,914	425,210	425,421	424,788	425,449	348,067	349,017		7,853,201
<b>Airport Fund</b>																							
2000 Airport	100.00%																						-
<b>Total Airport Fund P &amp; I</b>		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Proprietary Fund P &amp; I</b>		1,486,801	1,141,626	1,157,799	1,156,757	1,162,193	1,162,466	1,403,764	1,407,804	1,403,451	1,406,887	1,409,579	1,408,133	1,415,412	1,244,252	1,242,505	1,243,026	1,241,458	1,243,099	1,011,473	1,013,817		25,362,300
<b>Grand Total</b>		3,020,056	2,111,256	2,107,708	2,108,681	2,120,696	2,116,129	2,500,931	2,510,043	2,503,832	2,509,965	2,518,989	2,517,615	2,528,508	1,570,668	1,568,566	1,569,193	1,567,305	1,569,280	1,337,513	1,340,324		41,697,257

City of Lockhart  
2015 BOND PROGRAM

Cost	Notes	Task Name	Duration	Start	Finish	2015												2016												2017											
						Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
\$14,124,890.00		<b>TOTAL PROJECT COST</b>																																							
\$2,068,024.00	1	<b>DRAINING IMPROVEMENTS CONTRACT</b> 1 - Mesquite/Wichita Street & Richland Drive																																							
\$1,999,200.00	2	<b>DRAINAGE IMPROVEMENTS CONTRACT</b> 2 - Century Oaks/Market Street, & Ash/Comal Streets																																							
\$3,394,038.00	3	<b>DRAINAGE IMPROVEMENTS CONTRACT</b> 3 - Downtown Improvements Project																																							
\$323,400.00	4	<b>DRAINAGE IMPROVEMENTS CONTRACT</b> 4 - Medina & US183 Project																																							
\$1,764,000.00	5	<b>FM 2001 ELEVATED TANK PROJECT</b>																																							

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	Construction	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																																				
\$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																																				
\$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																																				