

PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

TUESDAY, MAY 15, 2018

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

6:30 P.M.

WORK SESSION (No Action)

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

DISCUSSION ONLY

- A. Discuss Resolution 2018-09 rescinding Resolution 2017-10 related to the Lockhart Emergency Care Center, LLC project and associated Performance Agreement funding up to \$393,000 for land, infrastructure, improvements and related development costs that are required or suitable for the development, retention or expansion of facilities to promote or develop new or expanded business enterprises, and to create and maintain new jobs. *62-77*
- B. Discuss Resolution 2018-10 approving a Type B project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Lockhart Emergency Care Center, LLC in an amount not to exceed \$466,000 based on a \$11.3 million capital investment (includes \$1.3 million of land purchase) in the project with a minimum of 30 new full-time equivalent (FTE) jobs at an average hourly wage of \$30.00 to be created and retained for a minimum of ten (10) years. *78-104*
- C. Discuss rescinding the Chapter 380 Economic Development Program Agreement dated October 17, 2017 and to replace with the proposed Chapter 380 Agreement dated May 15, 2018 between the City of Lockhart and Lockhart Emergency Care Center, LLC, whereby the company agrees to expand its business into the City of Lockhart and to invest an estimated \$10 million in building, equipment and infrastructure, excluding land, and to employ a minimum of thirty (30) new full-time equivalent jobs with an average wage of \$30.00 per hour throughout the term of the agreement in exchange for property tax rebates potentially amounting to \$458,250 over a ten (10) year period. *154-172*
- D. Discuss minutes of the City Council meeting of May 1, 2018. *105-107*
- E. Discuss 2nd Quarter Fiscal Year 2018 Investment Report. *108-117*
- F. Discuss recommendation to award bid to Fuquay, Inc., of New Braunfels, Texas, in the amount of \$148,071.20 for street repairs and paving consisting of 980 SY of 10" Mill, 980 SY of 8" Type B Black Base, 8,280 SY of 2" HMA, 7,300 SY of Underseal on Mockingbird Lane, San Jacinto Street, Cibilo Street and Prairie Lea Street, and appointing the Mayor to sign all contractual documents. *118-120*
- G. Discuss a Buy Board purchase of a Case 590SN Backhoe for a price of \$103,725.64 to be paid with 2015 Capital Outlay Funds. This backhoe would replace a unit that is more than 20 years old. *121-124*
- H. Discuss appointment of Erin Westmoreland as Associate Municipal Court Judge. *125-126*

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE

Invocation.

Pledge of Allegiance to the United States and Texas flags.

3. CITIZENS/VISITORS COMMENTS

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

4. PUBLIC HEARING/COUNCIL ACTION

A. Hold a public hearing on application ZC-18-07 by HMT Engineering & Surveying on behalf of Cottonwood Commons, LLC for a Zoning Change from RLD Residential Low Density District to PDD Planned Development District, including application PDD-18-02, a Planned Development District Development Plan for Vintage Springs Subdivision, PDD, a proposed replat of Lot 1, Block 2, and Lot 2, Block 1, Texas Heritage Subdivision, consisting of a total of 67.17 acres located at 300 and 411 Mockingbird Lane.

B. Discussion and/or action to consider Ordinance 2018-11 amending the Official Zoning Map of the City of Lockhart, Texas, to reclassify the property known as Lot 1, Block 2, and Lot 2, Block 1, Texas Heritage Subdivision, consisting of a total of 67.17 acres located at 300 and 411 Mockingbird Lane, from RLD Residential Low Density District to PDD Planned Development District, including a Planned Development District Development Plan for Vintage Springs Subdivision Planned Development District (PDD). *6-61*

5. DISCUSSION AND/OR ACTION

A. Discussion and/or action to consider Resolution 2018-09 rescinding Resolution 2017-10 related to the Lockhart Emergency Care Center, LLC project and associated Performance Agreement funding up to \$393,000 for land, infrastructure, improvements and related development costs that are required or suitable for the development, retention or expansion of facilities to promote or develop new or expanded business enterprises, and to create and maintain new jobs. *62-77*

B. Conduct first reading and discussion regarding Resolution 2018-10 approving a Type B project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Lockhart Emergency Care Center, LLC in an amount not to exceed \$466,000 based on a \$11.3 million capital investment (includes \$1.3 million of land purchase) in the project with a minimum of 30 new full-time equivalent (FTE) jobs at an average hourly wage of \$30.00 to be created and retained for a minimum of ten (10) years. *78-104*

6. CONSENT AGENDA

- A. Approve minutes of the City Council meeting of May 1, 2018. 105-107
- B. Accept 2nd Quarter Fiscal Year 2018 Investment Report. 108-117
- C. Approve recommendation to award bid to Fuquay, Inc., of New Braunfels, Texas, in the amount of \$148,071.20 for street repairs and paving consisting of 980 SY of 10" Mill, 980 SY of 8" Type B Black Base, 8,280 SY of 2" HMAC, 7,300 SY of Underseal on Mockingbird Lane, San Jacinto Street, Cibilo Street and Prairie Lea Street, and appointing the Mayor to sign all contractual documents. 118-120
- D. Approve a Buy Board purchase of a Case 590SN Backhoe for a price of \$103,725.64 to be paid with 2015 Capital Outlay Funds. This backhoe would replace a unit that is more than 20 years old. 121-124
- E. Approve appointment of Erin Westmoreland as Associate Municipal Court Judge. 125-126

7. DISCUSSION/ACTION ITEMS

- A. Conduct second reading and discussion and/or action regarding Resolution 2018-10 approving a Type B project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Lockhart Emergency Care Center, LLC in an amount not to exceed \$466,000 based on a \$11.3 million capital investment (includes \$1.3 million of land purchase) in the project with a minimum of 30 new full-time equivalent (FTE) jobs at an average hourly wage of \$30.00 to be created and retained for a minimum of ten (10) years. 127-153
- B. Discussion and/or action regarding rescinding the Chapter 380 Economic Development Program Agreement dated October 17, 2017 and to replace with the proposed Chapter 380 Agreement dated May 15, 2018 between the City of Lockhart and Lockhart Emergency Care Center, LLC, whereby the company agrees to expand its business into the City of Lockhart and to invest an estimated \$10 million in building, equipment and infrastructure, excluding land, and to employ a minimum of thirty (30) new full-time equivalent jobs with an average wage of \$30.00 per hour throughout the term of the agreement in exchange for property tax rebates potentially amounting to \$458,250 over a ten (10) year period. 154-172
- C. Discussion and/or action regarding appointments to various boards, commissions or committees. 173-189

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

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

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

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

10. **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 11th day of May 2018 at 3:20 pm. I further certify that the following News Media was properly notified of this meeting as stated above: Lockhart Post-Register



Connie Constancio, TRMC
City Secretary



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | | |
|--|--|--|------------------------------|---|
| CITY SECRETARY'S USE ONLY | | Reviewed by Finance | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory | | Reviewed by Legal | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Date: May 15, 2018 | | | | |
| Department: Planning | | Initials | Date | |
| Department Head: Dan Gibson | | Asst. City Manager | | |
| Dept. Signature: <u>Dan Gibson</u> | | City Manager | | |
| | | <u>[Signature]</u> | <u>5-11-2018</u> | |
| Agenda Coordinator/Contact (include phone #): Dan Gibson 398-3461, x236 | | | | |
| ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER | | | | |
| CAPTION | | | | |
| Hold a PUBLIC HEARING on application ZC-18-07 by HMT Engineering & Surveying on behalf of Cottonwood Commons, LLC., and discussion and/or action to consider Ordinance 2018-11 for a Zoning Change from RLD Residential Low Density District to PDD Planned Development District, including application PDD-18-02, a Planned Development District Development Plan for Vintage Springs Subdivision PDD, a proposed replat of Lot 1, Block 2, and Lot 2, Block 1, Texas Heritage Subdivision, consisting of a total of 67.17 acres located at 300 and 411 Mockingbird Lane. | | | | |
| SUMMARY OF ITEM | | | | |
| The PDD zoning classification is intended to accommodate developments with characteristics that may deviate from normal City standards. In return for such flexibility, the PDD requires an early commitment on the part of the developer in terms of the site layout, land uses, and amenities. Unlike conventional zoning classifications that cannot have conditions attached, the PDD classification is subject to the conditions represented by the development plan, which is adopted by-reference and cannot be changed except through the rezoning process. The subject property is proposed to be replatted into generous public open spaces and 270 residential lots that are smaller than the minimum required by our conventional residential zoning classifications. The proposed use is single-family detached residential, and the lots will be a minimum of 45 feet wide and 100 feet deep, although most lots will be 120 feet deep and corner lots will be at least 55 feet wide. All streets, drainage, utilities, and parkland will meet City standards. In addition, sidewalks will be provided on both sides of all streets, even where not required, and a ten-foot wide hike/bike trail is proposed through an internal greenbelt in the approximate location shown on the City's sidewalk and trail plan. Although the lots will be narrow, the houses in this subdivision are proposed to average 1,700 square feet in floor area, with many being two-story. All houses will also have two-car garages. The minimum side building setbacks will be the same as required by the existing RLD zoning classification of the property. Various aesthetic standards and landscaping provisions are listed on the PDD Development Plan. These are amenities that the City doesn't require in the standard residential zoning districts. The gross density of the subdivision is four dwelling units per acre, which is considered low density and is, therefore, consistent with the Low Density Residential designation shown on the future land use plan map. More detailed information is available in the attached staff reports. Owners of 29 percent of the land area within 200 feet of the subject property submitted letters of protest, so a minimum of six affirmative votes is required for approval. | | | | |
| STAFF RECOMMENDATION | | | | |
| Staff recommends APPROVAL of Ordinance 2018-11 rezoning 67.17 acres located at 300 and 411 Mockingbird Lane from RLD to PDD, including by-reference the PDD development plan. | | | | |
| List of Supporting Documents: | | Other Board or Commission Recommendation: | | |
| Ordinance, letter from applicant, maps, staff reports, development plan, application forms, and protest letters for ZC-18-07 and PDD-18-02. Full size paper copies will be provided separately at the Council meeting. | | The Planning and Zoning Commission voted 4-2 at their May 9 th meeting to recommend APPROVAL. <u>b</u> | | |

ORDINANCE 2018-11

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS LOT 1, BLOCK 2, AND LOT 2, BLOCK 1, TEXAS HERITAGE SUBDIVISION, CONSISTING OF A TOTAL OF 67.17 ACRES LOCATED AT 300 AND 411 MOCKINGBIRD LANE, FROM RLD RESIDENTIAL LOW DENSITY DISTRICT TO PDD PLANNED DEVELOPMENT DISTRICT, INCLUDING A PLANNED DEVELOPMENT DISTRICT DEVELOPMENT PLAN FOR VINTAGE SPRINGS SUBDIVISION PDD.

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

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

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

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

- I. The above-referenced property described in Zoning Change request ZC-18-07 as Lot 1, Block 2, and Lot 2, Block 1, Texas Heritage Subdivision, consisting of 67.17 located at 300 and 411 Mockingbird Lane, will be reclassified from RLD Residential Low Density District to PDD Planned Development District, including by-reference the revised PDD Development Plan for Vintage Springs Subdivision consisting of single-family residential and parks/open-space uses.
- II. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or unenforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.
- III. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.
- IV. Publication: That the City Secretary is directed to cause this ordinance caption to be published in a newspaper of general circulation according to law.
- V. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 15th DAY OF MAY, 2018.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie A. Constancio, TRMC, City Secretary

Peter Gruning, City Attorney

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May 11, 2018

City of Lockhart
Attn: Dan Gibson
308 W. San Antonio
Lockhart, Texas 78644

*RE: CASE NO: ZC-18-07 and PDD—18-02
Proposed Vintage Springs Subdivision PDD*

Dear Mr. Gibson:

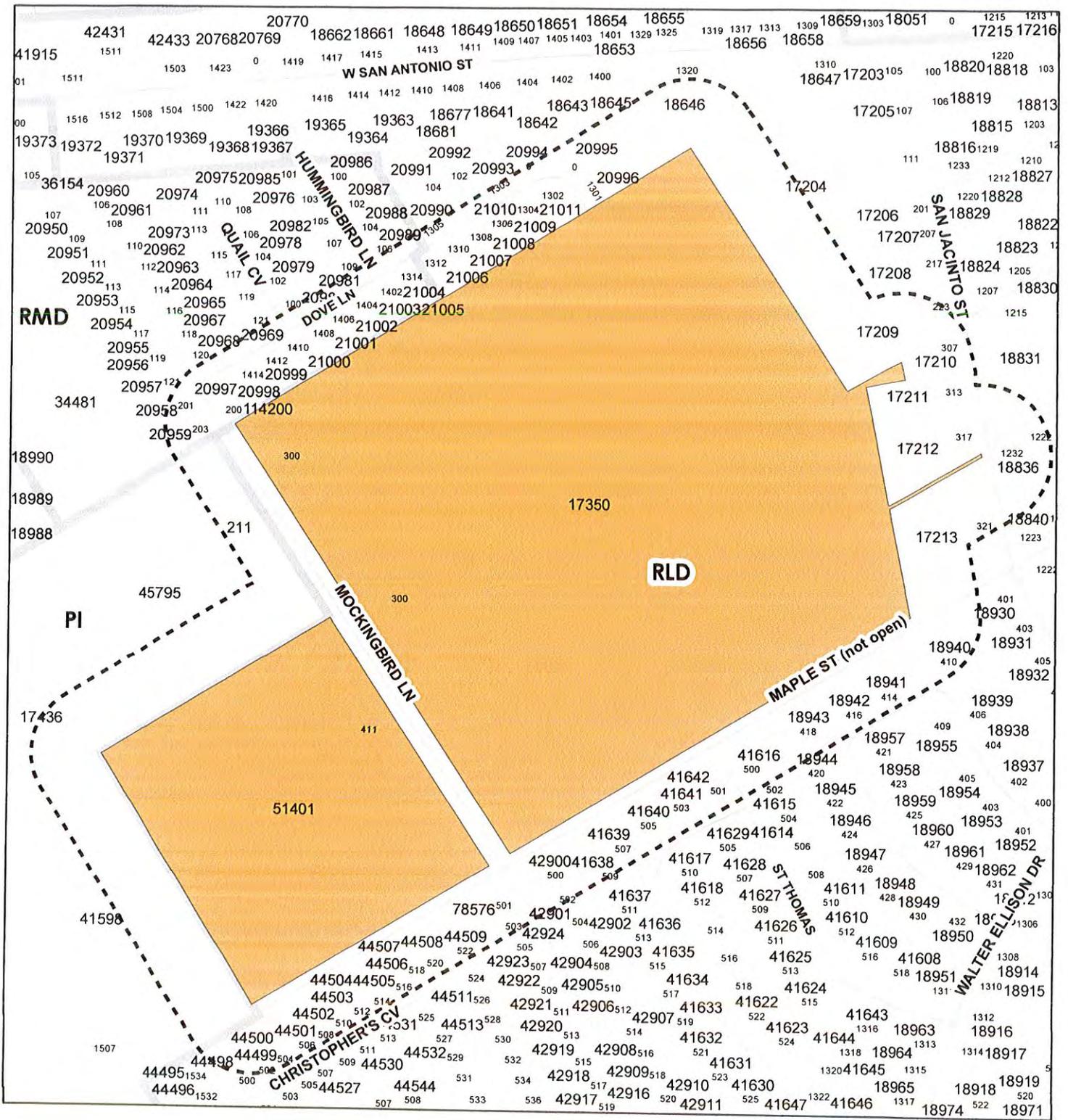
Please consider this letter as our formal request to table the proposed hearing at the May 15, 2018 City Council Meeting regarding the Vintage Springs Subdivision PDD. We respectfully request that this item be placed on the agenda at the June 5, 2018 meeting or another following meeting. The reason for this request is to allow for time to hold public hearings with concerned residents.

If you have any questions about this request, please contact me at (830) 625-8555.

Sincerely,

A handwritten signature in black ink that reads "Chris Van Heerde, P.E." in a cursive style.

Chris Van Heerde, P.E.
Managing Partner



ZC-18-07 & PDD-18-02

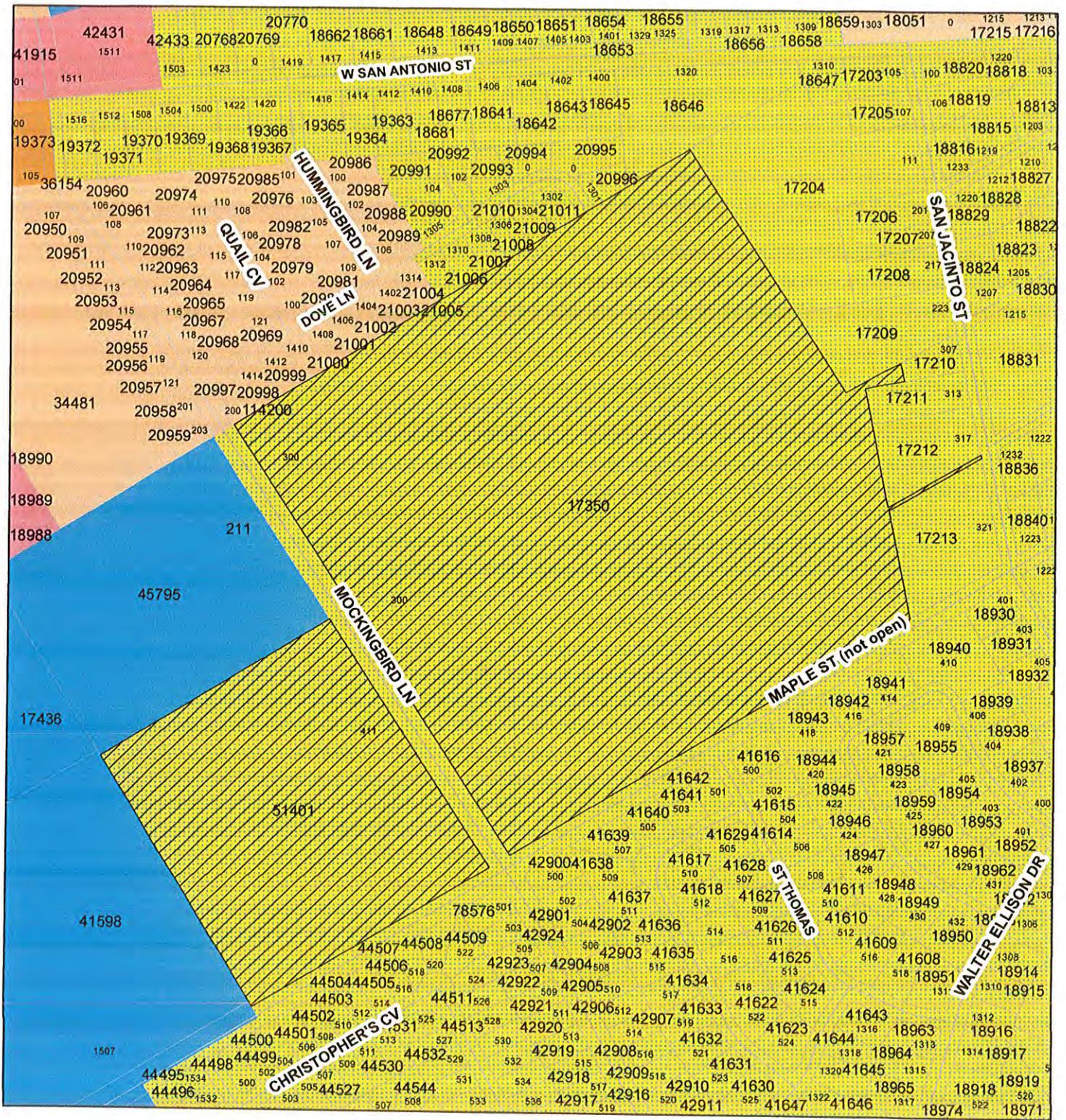


- SUBJECT PROPERTY
- ZONING BOUNDARY

RLD TO PDD

300 & 411 S MOCKINGBIRD LANE

scale 1" = 400'



ZC-18-07 & PDD-18-02

RLD TO PDD

300 & 411 S MOCKINGBIRD LANE

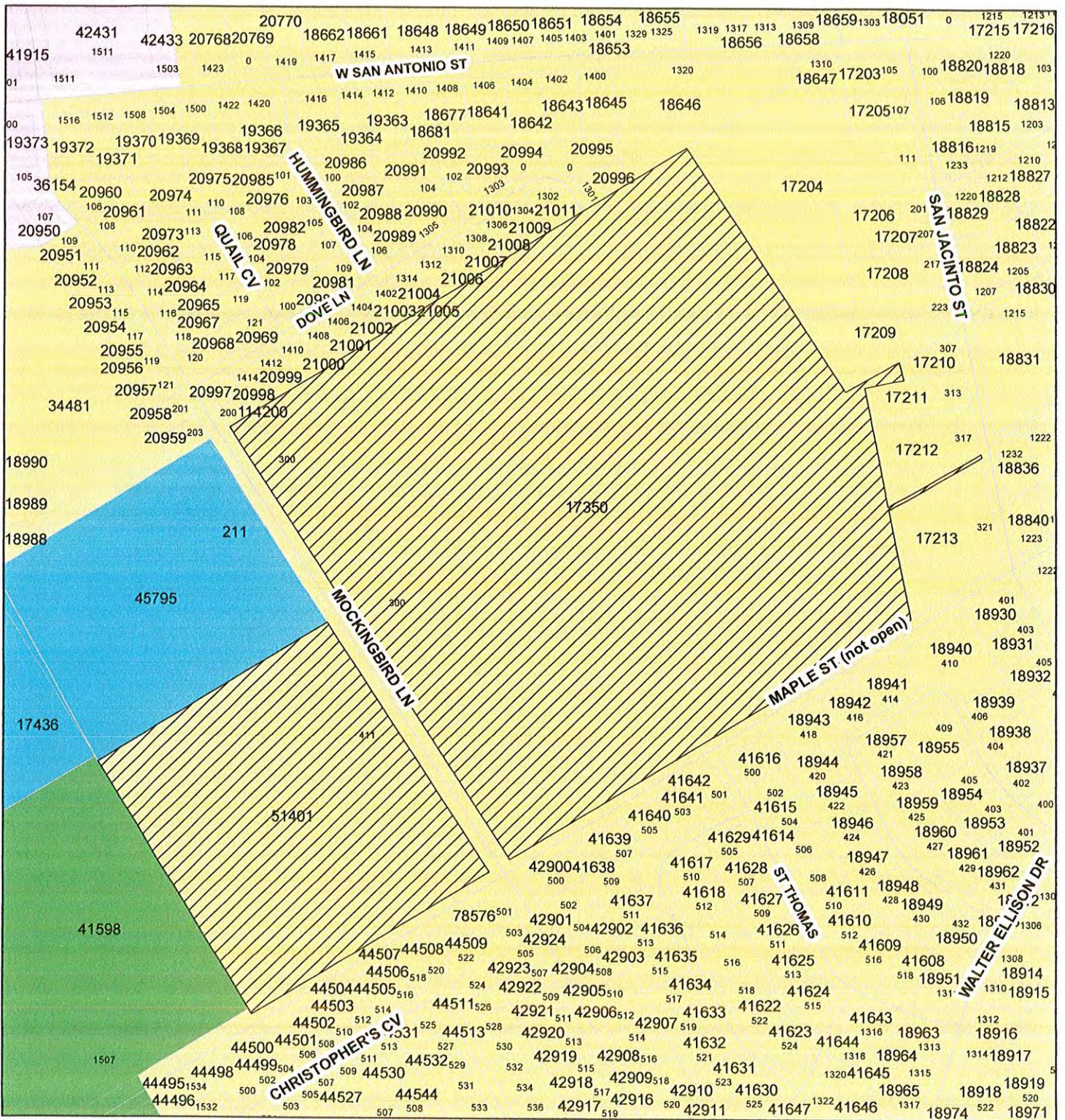


ZONING DISTRICTS

- COMMERCIAL MEDIUM BUSINESS
- PUBLIC AND INSTITUTIONAL
- RESIDENTIAL HIGH DENSITY
- RESIDENTIAL LOW DENSITY
- RESIDENTIAL MEDIUM DENSITY

scale 1" = 400'

10



FUTURE LAND USE

RLD TO PDD

300 & 411 S MOCKINGBIRD LANE



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

scale 1" = 400'

//



CLB RHD

RMD

RMD

RLD

RLD

AO

PI

RMD



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CASE SUMMARY

STAFF: Dan Gibson, City Planner

CASE NUMBER: ZC-18-07

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

PLANNING & ZONING COMMISSION HEARING DATE: May 9, 2018

CITY COUNCIL HEARING DATE: May 15, 2018

REQUESTED CHANGE: RLD to PDD

STAFF RECOMMENDATION: **Approval, subject to concurrent approval of the PDD Development Plan.**

PLANNING & ZONING COMMISSION RECOMMENDATION: **Approval**

BACKGROUND DATA

APPLICANT(S): HMT Engineering & Surveying

OWNER(S): Cottonwood Commons, LLC

SITE LOCATION: 300 and 411 Mockingbird Lane

LEGAL DESCRIPTION: Lot 1, Block 2, and Lot 2, Block 1, Texas Heritage Subdivision

SIZE OF PROPERTY: 67.17 acres

EXISTING USE OF PROPERTY: Vacant land

LAND USE PLAN DESIGNATION: Low Density Residential

ANALYSIS OF ISSUES

REASON FOR REQUESTED CHANGE: The subject property is proposed to be replatted into 270 residential lots that are smaller than the minimum required by our conventional residential zoning classifications. Therefore, the only way such a subdivision can be approved is if it is a Planned Development District, which allows the development to deviate from various City standards in return for an initial commitment with regard to the subdivision layout, land uses, building form, and amenities that are different or more than the minimum required for a standard subdivision. The proposed use is single-family detached residential, and the lots will be a minimum of 45 feet wide and 100 feet deep, although most lots will be 120 feet deep and corner lots will be at least 55 feet wide.

AREA CHARACTERISTICS:

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

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

ADEQUACY OF INFRASTRUCTURE: The proposed development will include construction of Maple Street along the south boundary of the subdivision, as well as one-way extensions to San Jacinto Street. The north extension will be one-way west through a strip of land that is part of the subject property, and the south extension will be one-way east in the existing narrow right-of-way where the temporary hike/bike trail is currently located. All streets, drainage, utilities, and parkland will meet City standards. In addition, sidewalks will be provided on both sides of all streets, even where not required, and a ten-foot wide hike/bike trail is proposed through an internal greenbelt in the approximate location shown on the City's sidewalk and trail plan.

POTENTIAL NEIGHBORHOOD IMPACT: The most obvious negative impact is that the addition of 270 homes will create more traffic in the area, particularly along Mockingbird Lane. However, the development will also involve construction of Maple Street to provide access to San Jacinto Street, and the City is working with the developer to also complete the last remaining segment of Maple Street to connect to the dead end at the northeast corner of the Meadows at Clear Fork Subdivision. Maple Street will then be continuous between San Jacinto Street and City Line Road. This will provide multiple routes not only for the residents of the subdivision, but also for residents of existing homes in the surrounding area. Although the lots will be narrow, the houses in this subdivision are proposed to average 1,700 square feet in floor area, and contain three bedrooms and two baths. The floor area is accomplished by having two-story designs, or floor plans for one-story with more depth to make up for the narrow width. All houses will also have two-car garages. With the accompanying driveway, each home will have a total of four off-street parking spaces, which is double the minimum required for three-bedroom homes. The minimum side building setbacks will be 7½ feet, which is the same as required by the existing RLD zoning classification of the property. Various aesthetic standards and landscaping provisions are listed on the accompanying PDD Development Plan. These are amenities that the City doesn't require for residential development in the standard zoning districts. Therefore, the proposed development is compatible with the abutting residential neighborhoods.

CONSISTENCY WITH COMPREHENSIVE PLAN: The PDD development plan is consistent with the Low Density Residential future land use designation on the land use plan map. The density is just four units per gross acre (270 units on a total of 61.17 acres), which is considered low density and is less than the five units per acre maximum gross density allowed by the current RLD Residential Low Density District zoning classification.

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

RESPONSE TO NOTIFICATION: Ten citizens spoke in opposition to this zoning change at the Planning and Zoning Commission meeting. In addition, protest letters were received from the owners of 24 properties within 200 feet of the subject property, and ten properties farther than 200 feet. State law and our zoning ordinance provide that if written protests are received from the owners of 20 percent or more of the land area within 200 feet, an affirmative vote of at least a ¾ majority (six votes) of the City Council is required in order to approve the zoning change. In this case, written protest letters were received collectively from owners of 29 percent of the land area within 200 feet.



ZONING CHANGE APPLICATION

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

APPLICANT/OWNER

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

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

OWNER NAME Cottonwood Commons LLC
DAY-TIME TELEPHONE _____
E-MAIL _____

ADDRESS 153 Colorado Drive
Cedar Creek, TX 78612

PROPERTY

ADDRESS OR GENERAL LOCATION 300 + 411 South Mockingbird Lane
Intersection of S Mockingbird Lane and Maple Street
LEGAL DESCRIPTION (IF PLATTED) Lot 1, Block 2 and Lot 2, Block 1 Texas Heritage Subdivision
SIZE 6.717 ACRE(S) LAND USE PLAN DESIGNATION Low Density Residential
EXISTING USE OF LAND AND/OR BUILDING(S) Open
PROPOSED NEW USE, IF ANY Residential

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION RLD
TO PROPOSED ZONING CLASSIFICATION PDD
REASON FOR REQUEST Residential Subdivision w/ 45' interior lots

SUBMITTAL REQUIREMENTS

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

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

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

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

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

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

SIGNATURE [Signature]

DATE 4/18/18

OFFICE USE ONLY

ACCEPTED BY [Signature]

RECEIPT NUMBER 795998

DATE SUBMITTED 4-08-18

CASE NUMBER ZC - 18 - 77

DATE NOTICES MAILED 04-24-18

DATE NOTICE PUBLISHED 04-26-18

PLANNING AND ZONING COMMISSION MEETING DATE 05-09-18

PLANNING AND ZONING COMMISSION RECOMMENDATION Approve

CITY COUNCIL MEETING DATE 5-15-18

DECISION _____

CASE SUMMARY

STAFF CONTACT: Dan Gibson, City Planner

CASE NUMBER: PDD-18-02

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

PLANNING & ZONING COMMISSION DATE: May 9, 2018

CITY COUNCIL DATE: May 15, 2018

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

SUGGESTED CONDITIONS: None

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

BACKGROUND DATA

ENGINEER/SURVEYOR: HMT Engineering & Surveying

OWNER(S): Cottonwood Commons, LLC

SITE LOCATION: 300 and 411 Mockingbird Lane

SUBDIVISION NAME: Vintage Springs Subdivision PDD

SIZE OF PROPERTY: 67.17 acres

NUMBER OF LOTS: 270 residential, and 26 lots for drainage, landscaped open space, and parkland.

EXISTING USE OF PROPERTY: Vacant land

ZONING CLASSIFICATION: Proposed PDD

ANALYSIS OF ISSUES

PROPOSED DEVELOPMENT: This plan accompanies Zoning Change request ZC-18-07 from RLD to PDD for the same property. Unlike conventional zoning classifications, which cannot have conditions attached, the PDD classification is subject to the conditions represented by the development plan. The development plan is adopted with the zoning change, and thereafter cannot be changed except through the normal rezoning process. The PDD zoning classification is intended to accommodate developments that have unusual characteristics that might require deviations from the normal zoning and/or subdivision standards. In return for such flexibility, the PDD requires more of an up-front commitment on the part of the developer in terms of the site layout, land uses, and amenities. The subject property is proposed to be subdivided into 270 residential lots that are smaller than the minimum required by our conventional residential zoning classifications. Therefore, the only way such a subdivision can be approved is if it is a Planned Development District. The proposed use is single-family detached residential, and the lots will be a minimum of 45 feet wide and 100 feet deep, although most lots will be 120 feet deep and corner lots will be at least 55 feet wide.

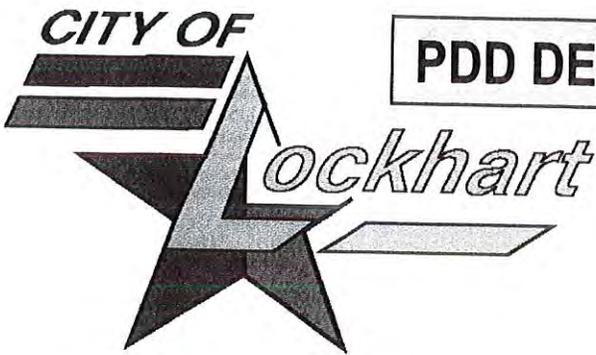
NEIGHBORHOOD COMPATIBILITY: The proposed single-family land use is essentially the same as exists in the neighborhoods on three sides of the proposed development, and the gross density is approximately four units per acre, which is considered low density. The maximum density allowed by the existing RLD classification is five units per gross acre. The use of smaller lots is off-set by the generous provision of open space and parkland. The addition of 270 homes will create more traffic in the area, particularly along Mockingbird Lane. However, the development will also involve construction of Maple Street to provide access to San Jacinto Street, and the City is working with the developer to also complete the last remaining segment of Maple Street to connect to the dead end at the northeast corner of the Meadows at Clear Fork Subdivision. Maple Street will then be continuous between San Jacinto Street and City Line Road. This will provide multiple routes not only for the residents of the subdivision, but also for residents of existing homes in the surrounding area.

Although the lots will be narrow, the houses in this subdivision are proposed to average 1,700 square feet in floor area, and contain three bedrooms and two baths. The floor area is accomplished by having two-story designs, or floor plans for one-story with more depth to make up for the narrow width. All houses will also have two-car garages. With the accompanying driveway, each home will have a total of four off-street parking spaces, which is double the minimum required for three-bedroom homes. The minimum side building setbacks will be 7½ feet, which is the same as required by the existing RLD zoning classification of the property. Various aesthetic standards and landscaping provisions are listed on the accompanying PDD Development Plan. These are amenities that the City doesn't require for residential development in the standard zoning districts. Therefore, the proposed development is compatible with the abutting residential neighborhoods. However, the "Garage Location" and "House Plan Repetition" sections of the Residential Development Standards on the PDD development plan effectively address this concern.

FORM AND CONTENT: Various errors and deficiencies noted at the Planning and Zoning Commission public hearing have been addressed, so the PDD Development Plan is ready for approval.

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

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



PDD DEVELOPMENT PLAN APPLICATION

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

APPLICANT/OWNER

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

ADDRESS 410 N. Seguin Ave
New Braunfels, TX 78130

OWNER NAME Cottonwood Commons LLC
DAY-TIME TELEPHONE _____
E-MAIL _____

ADDRESS 153 Colorado Drive
Cedar Creek, TX 78612

PROPERTY

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

LEGAL DESCRIPTION (IF PLATTED) _____

PROPOSED SUBDIVISION NAME, IF NOT PLATTED Vintage Springs Subdivision

SIZE 67.17 ACRE(S) ZONING CLASSIFICATION Residential Low-Density

EXISTING USE OF LAND AND BUILDINGS Open

PROPOSED DEVELOPMENT

PROPOSED USE OF LAND AND BUILDINGS Residential Subdivision

NUMBER OF LOTS 293 TOTAL NUMBER OF DWELLING UNITS, IF ANY 270

RESIDENTIAL DENSITY 4.02 UNITS/ACRE

TOTAL LAND AREA ALLOCATED TO RESIDENTIAL USE, IF ANY 51.85 ACRE(S)

TOTAL LAND AREA ALLOCATED TO NON-RESIDENTIAL USE, IF ANY 15.32 ACRE(S)

SUBMITTAL REQUIREMENTS

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

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

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

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

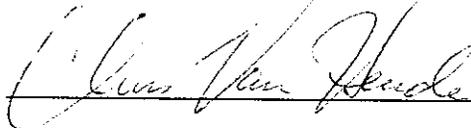
PDD DEVELOPMENT PLAN, AS FOLLOWS, INDICATING THE SCALE AND NORTH ARROW, PROPOSED USE(S) OF ALL PARTS OF THE DEVELOPMENT, BOUNDARIES OF PROPOSED PHASES, IF ANY, AND CONTAINING THE INFORMATION REQUIRED IN SECTION 64-166(b).

Four copies for initial staff review.

Ten copies after initial staff review.

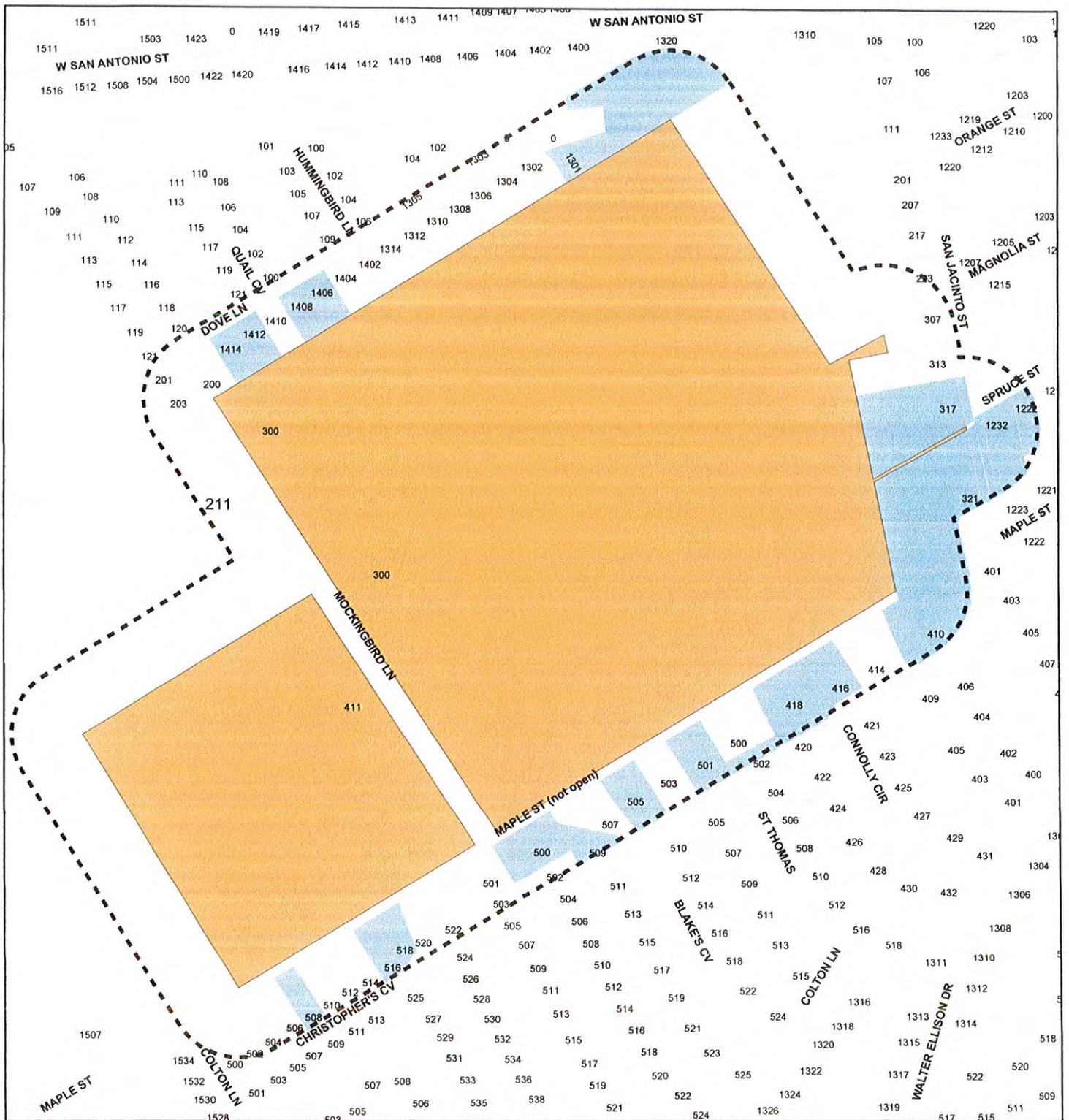
One mylar reproducible (two if applicant wants to keep one), plus two copies, of approved PDD Development Plan.

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

SIGNATURE  DATE 4/17/18

OFFICE USE ONLY

ACCEPTED BY  DATE SUBMITTED 4-18-18
ZONING CASE NUMBER ZC - 18-07 PLAN CASE NUMBER PDD - 18-02
PLANNING AND ZONING COMMISSION MEETING DATE 5-9-18
DECISION Approval
CONDITIONS _____



ZC-18-07 & PDD-18-02

RLD TO PDD

300 & 411 S MOCKINGBIRD LANE



 SUBJECT PROPERTY

 LAND AREA PROTESTING

29 %

scale 1" = 400'

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME William T Stanley, Jr
(PLEASE PRINT)

HOME ADDRESS 1232 Spruce

I AM OPPOSED TO ZONING CHANGE # ZC 18 07.

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

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

REASON FOR OPPOSITION (OPTIONAL)

SIGNATURE William T Stanley

DATE 5/6/18

Property depreciation and higher taxes

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

Traffic congestion

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

Flooding

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

Zoning

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

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

William Stanley

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Rosa M. Salinas
(PLEASE PRINT)

HOME ADDRESS 500 Mockingbird Ln
Lockhart, TX 78644

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

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

REASON FOR OPPOSITION (OPTIONAL)

See Attached.

SIGNATURE 

DATE 5/6/18

May 6, 2018

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

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

Dear City Council:

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

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

Negatives:

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

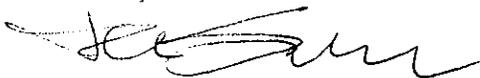
Positives:

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

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

Thank you for time and consideration in this matter.

Sincerely,



Rosa Maria Salinas
500 Mockingbird Ln
Lockhart, Texas 78644

✓
WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

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

HOME ADDRESS 1301 Dove Ln

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

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

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

The addition of 240 small house
will increase the crime rate in the
area. My truck was stolen a few years
ago ~~been~~ by someone who ran through
the field. I have a young daughter.
We want our neighborhood to remain
safe for all who live here.
Too many houses. Not enough space.

SIGNATURE Joe A. Hernandez, Jr.

DATE 5/2/18

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Keitha F Hernandez
(PLEASE PRINT)

HOME ADDRESS 1301 Dove Lane

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

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

WHICH IS (OR) IS NOT LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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

SIGNATURE Keitha Hernandez

DATE 9/6/18

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

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

HOME ADDRESS 410 CONNOLLY CIRCLE

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

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

WHICH IS (OR) IS NOT LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

OBJECT TO PERMITTED USES OF A PDD

[Empty lines for additional reason for opposition]

SIGNATURE Alan C Fielder
Mary Ann Fielder

DATE 5/2/18
5/2/18 30

✓

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME James and Beatrice Starks
(PLEASE PRINT)

HOME ADDRESS 401 San Jacinto, Lockhart, Tx. 78644

I AM OPPOSED TO ZONING CHANGE # ZC 18 07.

I AM THE OWNER OF 401 San Jacinto, Lockhart, Tx. 78644
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)
WHICH IS X (OR) IS NOT LOCATED WHOLLY OR PARTIALLY
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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

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

SIGNATURE Beatrice Starks
J & B to G II

DATE 5-2-18

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Kari Labit
(PLEASE PRINT)

HOME ADDRESS 1408 Dove Ln

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

I AM THE OWNER OF 1408 Dove Ln
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

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

REASON FOR OPPOSITION (OPTIONAL)

Too many homes in small area

SIGNATURE Kari Labit

DATE 5/2/18

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

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

HOME ADDRESS 518 Christopher's Cove Lockhart TX

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

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

REASON FOR OPPOSITION (OPTIONAL)

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

SIGNATURE [Signature]

DATE 5-8-18

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME JOAN LAWRENCE
(PLEASE PRINT)

HOME ADDRESS 1412 DOVE LN.

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

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

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

REASON FOR OPPOSITION (OPTIONAL)

SIGNATURE Joan Lawrence

DATE 5-2-2018

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Kimberly Clinkscades
(PLEASE PRINT)

HOME ADDRESS 501 Blakes Cove
Lockhart, Texas 78644

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

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

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

REASON FOR OPPOSITION (OPTIONAL)

SIGNATURE K. Clinkscades

DATE 5.5.2018

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Tim Schuelke Candi Schuelke
(PLEASE PRINT)

HOME ADDRESS 502 St Thomas St TX ^{Lockhart}

I AM OPPOSED TO ZONING CHANGE # ZC 18 07.

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

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

REASON FOR OPPOSITION (OPTIONAL)

SIGNATURE Tim Schuelke
Candi Schuelke

DATE _____

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Armando Fierro / Kristy Fierro
(PLEASE PRINT)

HOME ADDRESS 509 Blakes Cv.

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

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

WHICH IS (OR) IS NOT LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

SIGNATURE Armando Fierro
Kristy Fierro

DATE 5/1/2018

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Chris & Brandi Andrews
(PLEASE PRINT)

HOME ADDRESS 1323 Maple St., Lockhart, TX 78644

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

I AM THE OWNER OF 1323 Maple St.
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS (OR) IS NOT LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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

SIGNATURE Brandi Andrews


DATE 5/2/15

5218 38

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Robert Martinez, Sara Martinez
(PLEASE PRINT)

HOME ADDRESS 1414 Dove Ln. Lockhart, TX.
78644

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

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

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

REASON FOR OPPOSITION (OPTIONAL)

SIGNATURE Robert Martinez
Sara Martinez

DATE 5-5-18
5-7-18 39

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Tony Arredondo, Norma Arredondo
(PLEASE PRINT)

HOME ADDRESS 1406 Dove Lane Lockhart Tx

I AM OPPOSED TO ZONING CHANGE # ZC — 17 — 07.

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

REASON FOR OPPOSITION (OPTIONAL)

SIGNATURE [Signature] DATE 5-7-18
40

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

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

HOME ADDRESS 416 Connolly Cir W Lockhart, TX 78644

I AM OPPOSED TO ZONING CHANGE # ZC 18 07.

I AM THE OWNER OF 416 Connolly Circle W Lockhart, TX 78644
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS (OR) IS NOT LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

The volume of Cheap homes will overwhelm our residential streets and greatly depreciate our existing established home values. You need to IMPROVE Lockhart not minimize your existing, established residents property values at our peace. The homes built there should be of equivalent or greater value, with large lots & quality homes. We want Quality NOT Quantity! Grow Lockhart in the RIGHT way & putting 340 tiny homes in the middle of quiet, beautiful, expensive neighborhoods with already busy street is NOT the answer.

SIGNATURE Brittany Paige Fogle

DATE 5/7/18

Billy D Fogle
Nancy Fogle

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

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

HOME ADDRESS 321 SAN JACINTO ST

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

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

WHICH IS (OR) IS NOT LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

SIGNATURE Robert A. Steiner

DATE 5.5.2018

Carla W. Steiner

5.8.2018 47

BY ROBERTA STEINBOMER, SPOUSE & POWER OF ATTORNEY

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME DAN STREY
(PLEASE PRINT)

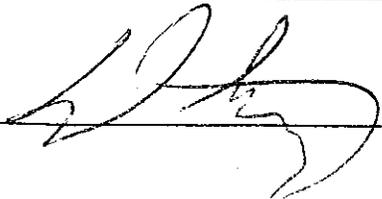
HOME ADDRESS 505 BLAKES COVE

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

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

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

SIGNATURE 

DATE 5/1/10

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Carol Schuelke
(PLEASE PRINT)

HOME ADDRESS 1222 Spruce St., Lockhart

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

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

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

The city of Lockhart's current zoning plan should be to protect the quality of life for Lockhart residents. This zoning change will allow 276 homes to be created within a land area planned for maybe 1/2 of that. 276 homes will add approximately 500 vehicles to our already over congested roads & streets. This zoning change request will add an unplanned burden to the City, revenues, fire, police, sewer & other utilities. We are already under strict water restrictions, etc. Only the developer will benefit from this zoning change. It's not as if lower

SIGNATURE Carol Schuelke

DATE 5/7/2018

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Kenneth Fairly
(PLEASE PRINT)

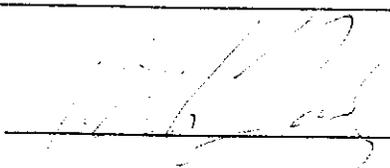
HOME ADDRESS 1400 W San Antonio St

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

I AM THE OWNER OF 4068 CRENSHAW CORNELLIS, 18645
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

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

REASON FOR OPPOSITION (OPTIONAL)

SIGNATURE 

DATE 5-5-18

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Bruce Rabalais (PLEASE PRINT)

HOME ADDRESS 1320 W SAN ANTONIO ST.

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

I AM THE OWNER OF 1320 W SAN ANTONIO ST. (PROPERTY ADDRESS OR LEGAL DESCRIPTION)

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

REASON FOR OPPOSITION (OPTIONAL)

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

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

SIGNATURE [Signature]

DATE 5/18/18

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

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

HOME ADDRESS 514 Christopher's Cove Lockhart, TX 78644

I AM OPPOSED TO ZONING CHANGE # ZC 18 07.

I AM THE OWNER OF 514 Christopher's Cove Lockhart
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS (OR) IS NOT LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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

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

SIGNATURE Alan James Burkland DATE 5-9-2018

Jamie Lynne Burkland (Franks)

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Julian Rodriguez Jessica Ann Rodriguez
(PLEASE PRINT)

HOME ADDRESS 508 Christopher Cv.

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

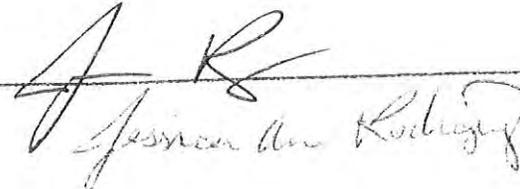
I AM THE OWNER OF 508 Christopher Cv.
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

WHICH IS (OR) IS NOT LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

Property Value, Heavy Traffic.

SIGNATURE 
Jessica Ann Rodriguez

DATE 5/8/18

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Chris & Tricia Schneider
(PLEASE PRINT)

HOME ADDRESS 418 Connolly Circle

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

I AM THE OWNER OF 418 Connolly Circle
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

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

REASON FOR OPPOSITION (OPTIONAL)

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

SIGNATURE Patricia Schneider

DATE 5/7/18

Patricia Schneider

5/7/18 49

✓

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Shane Teague
(PLEASE PRINT)

HOME ADDRESS 317 San Jacinto, Lockhart TX 78644

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

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

WHICH IS (OR) IS NOT LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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

SIGNATURE Shane Teague

DATE May 2nd, 2018

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Carl & Nancy Ohlendorf
(PLEASE PRINT)

HOME ADDRESS 403 Connolly Cir. Lockhart, Tx

I AM OPPOSED TO ZONING CHANGE # ZC 18 07.

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

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

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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

SIGNATURE Carl Ohlendorf

DATE 5/7/18

Nancy Ohlendorf

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Lillian Pfeffer Korn
(PLEASE PRINT)

HOME ADDRESS 1402 W SAN ANTONIO ST.

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

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

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

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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

SIGNATURE Lillian Pfeffer Korn

DATE 5-6-2018

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Stephanie A. Shunick
(PLEASE PRINT)

HOME ADDRESS 1101 Maple St Lockhart TX 78644

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

I AM THE OWNER OF 1101 Maple St Lockhart TX 78644
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)
WHICH IS (OR) IS NOT LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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

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

SIGNATURE Stephanie A Shunick

DATE 5-2-18

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

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

HOME ADDRESS 404 Connolly Cir, Lockhart, Tx 78644

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

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

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

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

SIGNATURE Richard A. Kilgore

DATE 5-7-18

Maryann Kilgore

5-7-18 54

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

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

HOME ADDRESS 428 CONNOLLY Circle
LOCKHART TX 78644

I AM OPPOSED TO ZONING CHANGE # ZC 18 07.

I AM THE OWNER OF 428 CONNOLLY Circle Clear fork Edition, Sec ONE
LOT 21, BLOCK B, Caldwell City
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)
WHICH IS (OR) IS NOT LOCATED WHOLLY OR PARTIALLY
WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

The NEGATIVE IMPACT ON PROPERTY VALUE.
Over crowding neighbor hood school
The INCREASED DANGER for students walking to J.R.Hi.
The INCREASED TRAFFIC flow on busy streets

SIGNATURE Patrick Wenglar
Virginia P. Wenglar

DATE May 8, 2018
May 8, 2018 55

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME John Christian + Tina Lynn Knudsen
(PLEASE PRINT)

HOME ADDRESS 406 Connolly Circle West

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

I AM THE OWNER OF 406 Connolly Circle West
(PROPERTY ADDRESS OR LEGAL DESCRIPTION)

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

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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

SIGNATURE John Christian Knudsen
Tina Lynn Knudsen

DATE 5-7-18
5-7-18

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Juliana Michie
(PLEASE PRINT)

HOME ADDRESS 431 Connolly Circle

I AM OPPOSED TO ZONING CHANGE # ZC 16 21

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

WHICH IS (OR) IS NOT LOCATED WHOLLY OR PARTIALLY

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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

SIGNATURE Juliana Michie

DATE May 9, 2018

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Larry + Mary Eisenberg
(PLEASE PRINT)

HOME ADDRESS 1021 Spruce

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

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

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

REASON FOR OPPOSITION (OPTIONAL)

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

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Michael McComb
(PLEASE PRINT)

HOME ADDRESS 1025 Spruce

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

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

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

REASON FOR OPPOSITION (OPTIONAL)

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

SIGNATURE Michael McComb

DATE 5/8/18

WRITTEN PROTEST OF PROPOSED ZONING CHANGE

City of Lockhart

NAME Howe L. Galle
(PLEASE PRINT)

HOME ADDRESS 1310 W. SAN ANTONIO

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

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

vei

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

1310

WITHIN 200 FEET OF THE PROPOSED ZONING CHANGE.

REASON FOR OPPOSITION (OPTIONAL)

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

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

SIGNATURE Howe L. Galle

DATE 5/7/18

3. Traffic - one car per 270 homes
Two cars for 270 homes = 540 vehicles
Hwy 142 was NOT designed to carry this
volume of traffic - Very dangerous!
4. Infrastructure - designed by a certified
Engineer and completed before any
home construction begins. Citizen
Committee to approve all construction.
5. Emergency personnel must be adapted to
handle additional population (police, firemen,
EMS) This means increase in city tax.

Harve K. Halle
5/7/18



**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | | |
|---|--------------------------|--|---|--------|
| CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | Reviewed by Finance | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable | |
| | Reviewed by Legal | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable | |
| Council Meeting Date: May 15, 2018 | | | | |
| Department: Economic Development | | Initials | Date | |
| Department Head: Robert Tobias <i>dy</i> | Asst. City Manager | | | |
| Dept. Signature: <i>Anchea D. Dwyer</i> | City Manager | <i>(W)</i> | <i>5-11-18</i> | |
| Agenda Item Coordinator/Contact (include phone #): Robert Tobias (512) 376-0856 | | | | |
| ACTION REQUESTED: <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 | | | | |
| CAPTION | | | | |
| Discussion and/or action to consider Resolution 2018-09 rescinding Resolution 2017-10 related to the Lockhart Emergency Care Center, LLC project and associated Performance Agreement funding up to \$393,000 for land, infrastructure, improvements and related development costs that are required or suitable for the development, retention or expansion of facilities to promote or develop new or expanded business enterprises, and to create and maintain new jobs. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS | TOTALS |
| Budget | | | | \$0.00 |
| Budget Amendment Amount | | | | \$0.00 |
| Encumbered/Expended Amount | | | | \$0.00 |
| This Item | | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): LEDC, Texas Capital Fund, other | | | | |
| SUMMARY OF ITEM | | | | |
| The Lockhart Economic Development Corporation (LEDC) rescinded Resolution 2018-02, the previous 4B economic development project proposed by Lockhart Emergency Care Center, LLC in order to consider a new project with a larger scope. Council Resolution 2018-09 rescinds City Council Resolution 2017-10 for the original Lockhart Emergency Care Center, LLC project so that a new project can be considered by the City Council. | | | | |
| STAFF RECOMMENDATION | | | | |
| Staff respectfully recommends approval of Resolution 2018-09 as presented. | | | | |
| List of Supporting Documents: Resolution 2018-09, LEDC Resolution 2018-02, Resolution 2017-10, Public Hearing Notice and Economic Impact Data Sheet | | Other Departments, Boards, Commissions or Agencies: Lockhart Economic Development Corporation | | |

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RESOLUTION NO. 2018-09

A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS RESCINDING RESOLUTION 2017-10 APPROVING FUNDING UP TO \$393,000 CONTINGENT ON CREATING AND MAINTAINING A MINIMUM OF 30 NEW FTE JOBS WITH AN AVERAGE ANNUAL WAGE OF \$30,000 FOR THE LOCKHART EMERGENCY CARE CENTER, LLC PROJECT AS RECOMMENDED BY THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION UNDER THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, FOR THE BUILDING, INFRASTRUCTURE, AND RELATED IMPROVEMENTS THAT ARE REQUIRED OR SUITABLE FOR THE DEVELOPMENT, RETENTION, OR EXPANSION OF FACILITIES TO PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES, AND TO CREATE AND MAINTAIN NEW JOBS.

WHEREAS, the Texas Economic Development Act of 1979 (the Act) provides for the funding of certain projects for the development, retention, or expansion, of manufacturing and industrial facilities, including expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, and to create or retain primary jobs within state; and

WHEREAS, the Lockhart Economic Development Corporation had previously approved Resolution 2017-08 a 4B Economic Development project by LOCKHART EMERGENCY CARE CENTER, LLC as per the attached Resolution 2017-08; and

WHEREAS, LOCKHART EMERGENCY CARE CENTER, LLC has notified the Lockhart Economic Development Corporation that the company is still committed to expanding into the City of Lockhart, but the scope of the project has changed from what they originally planned; and

WHEREAS, LOCKHART EMERGENCY CARE CENTER, LLC has notified the Lockhart Economic Development Corporation that the scope of the project has been changed and that the proposed capital investment has been increased and therefore resubmitted a revised Economic Impact Data Sheet reflecting the new scope and investment; and

NOW, THEREFORE, BE IT RESOLVED, by the Lockhart City Council as follows:

SECTION 1. That the City Council of Lockhart, Texas hereby rescinds in its entirety the LOCKHART EMERGENCY CARE CENTER, LLC project approved by Resolution 2017-10 and here by directs that a copy of that project resolution be attached to this rescinding resolution.

SECTION 2. That the Lockhart Economic Development Corporation respectfully recommends to the Lockhart City Council that its approval of the original LOCKHART EMERGENCY CARE CENTER, LLC project be rescinded by similar resolution.

PASSED AND ADOPTED at a regular meeting of the Lockhart City Council held on this 15th day of May 2018.

City of Lockhart

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Peter Gruning, City Attorney

**LOCKHART ECONOMIC DEVELOPMENT CORPORATION
PUBLIC HEARING NOTICE**

The Directors of the Lockhart Economic Development Corporation (LEDC) will conduct a public hearing on Monday, April 23, 2018, at 6:00 p.m. in the Glosserman Room at Lockhart City Hall, 308 West San Antonio Street, Lockhart, Texas to discuss a project under Section 4B of the Texas Economic Development Corporation Act of 1979.

The Public Hearing is to consider a new project, Project Service, which is considering an expansion to Lockhart. The company plans a capital investment estimated at \$11,300,000 (includes \$1,300,000 for purchase of land) and the company will create up to 30 new jobs. The LEDC will be considering possible reimbursable incentives to be offered to the company to help facilitate their investment and expansion to Lockhart.

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

Lockhart Economic Development Corporation

2. **OPEN EXECUTIVE SESSION**

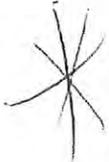
Open Executive Session at 6:03PM.

HISTORY

3. **CLOSE EXECUTIVE SESSION**

Close Executive Session at 6:14PM.

3. **PUBLIC HEARING**



- A. Hold a public hearing regarding the proposed development of the Lockhart Emergency Care Center, LLC that includes an estimated capital investment of \$11.3 million (includes \$1.3 million for the purchase of land) and will create 30 new full-time equivalent jobs with an average wage of \$30 per hour.

Open Public Hearing at 6:14 PM.

Is there anyone present who would like to speak in opposition to the proposed project and incentives? There was none.

Is there anyone present who has not spoken that is in favor of the proposed project and incentives? There was none.

Close Public Hearing at 6:16 PM.

4. **DISCUSSION AND/OR ACTION**

- A. Discussion regarding LEDC Resolution 2018-02 rescinding LEDC Resolution 2017-08 related to the Lockhart Emergency Care Center, LLC project and associated Performance Agreement funding up to \$393,000 for land, infrastructure improvements, and related development costs that are or suitable for the development, retention or expansion of facilities to promote or develop new or expanded business enterprises, and to create and maintain new jobs.

Motion to approve LEDC Resolution 2018-02 rescinding LEDC Resolution 2017-08

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

- B. Discussion and/or action to consider LEDC Resolution 2018-03 approving the Lockhart Emergency Care Center, LLC project and associated Performance Agreement for funding up to \$466,000 for land, infrastructure, improvements, and related development costs that are required or suitable for the development, retention or expansion of facilities to promote or develop new or expanded business enterprises, and to create and maintain new jobs.

Motion to approve LEDC Resolution 2018-03 as presented

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

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)

DRAFT MINUTES
MONDAY, April 23, 2018 - 6:00 P.M.
DOWNSTAIRS GLOSSERMAN ROOM
308 WEST SAN ANTONIO STREET

66

LEDC

RESOLUTION NO. 2018-02

A RESOLUTION OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION RESCINDING RESOLUTION 2017-08 APPROVING FUNDING UP TO \$393,000 CONTINGENT ON CREATING AND MAINTAINING A MINIMUM OF 30 NEW FTE JOBS WITH AN AVERAGE ANNUAL WAGE OF \$30,000 FOR THE LOCKHART EMERGENCY CARE CENTER, LLC PROJECT AS RECOMMENDED BY THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION UNDER THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, FOR THE BUILDING, INFRASTRUCTURE, AND RELATED IMPROVEMENTS THAT ARE REQUIRED OR SUITABLE FOR THE DEVELOPMENT, RETENTION, OR EXPANSION OF FACILITIES TO PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES, AND TO CREATE AND MAINTAIN NEW JOBS.

WHEREAS, the Texas Economic Development Act of 1979 (the Act) provides for the funding of certain projects for the development, retention, or expansion, of manufacturing and industrial facilities, including expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, and to create or retain primary jobs within state; and

WHEREAS, the Lockhart Economic Development Corporation had previously approved Resolution 2017-08 a 4B Economic Development project by LOCKHART EMERGENCY CARE CENTER, LLC as per the attached Resolution 2017-08; and

WHEREAS, LOCKHART EMERGENCY CARE CENTER, LLC has notified the Lockhart Economic Development Corporation that the company is still committed to expanding into the City of Lockhart, but the scope of the project has changed from what they originally planned; and

WHEREAS, LOCKHART EMERGENCY CARE CENTER, LLC has committed with the new project to invest \$11.3 million, excluding the land of \$1.3 million, and will be building over 17,875 square feet;

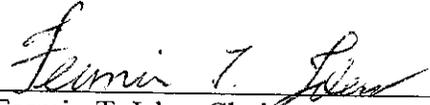
NOW, THEREFORE, BE IT RESOLVED, by the Lockhart Economic Development Corporation as follows:

SECTION 1. That the Lockhart Economic Development Corporation hereby rescinds in its entirety the LOCKHART EMERGENCY CARE CENTER, LLC project approved by Resolution 2017-08 and hereby directs that a copy of that project resolution be attached to this rescinding resolution.

SECTION 2. That the Lockhart Economic Development Corporation respectfully recommends to the Lockhart City Council that its approval of the original LOCKHART EMERGENCY CARE CENTER, LLC project be rescinded by similar resolution.

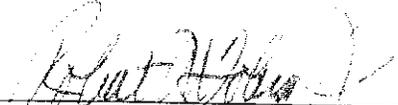
PASSED AND ADOPTED at a regular meeting of the Lockhart Economic Development Corporation held on this 23rd day of April 2018.

Lockhart Economic Development Corp.

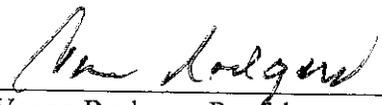


Fermin T. Islas, Chairperson

Attest:



Robert Tobias, Secretary



Vance Rodgers, President

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HISTORY

RESOLUTION NO. 2017-10

A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS APPROVING FUNDING UP TO \$393,000 CONTINGENT ON CREATING AND MAINTAINING A MINIMUM OF 30 NEW FTE JOBS WITH AN AVERAGE ANNUAL WAGE OF \$30,000 FOR THE LOCKHART EMERGENCY CARE CENTER, LLC PROJECT AS RECOMMENDED BY THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION UNDER THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, FOR THE BUILDING, INFRASTRUCTURE, AND RELATED IMPROVEMENTS THAT ARE REQUIRED OR SUITABLE FOR THE DEVELOPMENT, RETENTION, OR EXPANSION OF FACILITIES TO PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES, AND TO CREATE AND MAINTAIN NEW JOBS.

WHEREAS, the Texas Economic Development Act of 1979 (the Act) provides for the funding of certain projects for the development, retention, or expansion, of manufacturing and industrial facilities, including expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, and to create or retain primary jobs within state; and

WHEREAS, Lockhart Economic Development Corporation (LEDC) proposes project in an amount not to exceed \$393,000 in funds for building, infrastructure and other costs associated with this development to initially create and maintain a minimum of 30 new FTE jobs with an average hourly wage of \$30.00 and to have at least 39 FTE by the 10th year in business; and

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

WHEREAS, the LEDC held a public hearing and discussed and approved this project on January 11, 2017

NOW, THEREFORE, BE IT RESOLVED, by the Lockhart City Council as follows:

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

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

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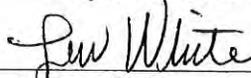
HISTORY

The LEDC shall reimburse incentives up to \$393,000 for building, infrastructure and other development costs as set out in attached EXHIBIT A, and subject to the conditions set out herein and in Chapter 501, 504, and 505 of the Texas Economic Development Corporation Act of 1979 and subject to conditions stated in LEDC Performance Agreement.

SECTION 3. That the Lockhart Economic Development Corporation proposes the project to the Lockhart City Council for approval of building, infrastructure and related improvements and professional services in an amount not to exceed \$393,000 in consideration of initially creating and maintaining a minimum of 30 new FTE jobs with an average hourly wage of \$30.00 and to have at least 39 FTE by the 10th year in business and for the development and retention which may include expenditures required or suitable for infrastructure necessary to promote or develop a new or expanded business enterprise.

PASSED AND ADOPTED at a regular meeting of the Lockhart City Council held on this 5TH day of September , 2017.

City of Lockhart



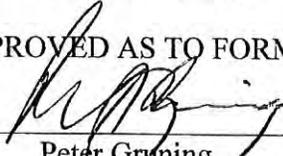
Lew White, Mayor

ATTEST:

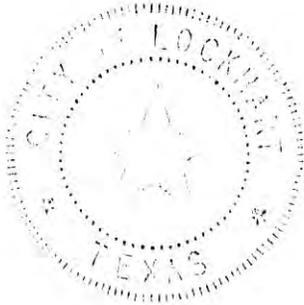


Connie Constancio, TRMC
City Secretary

APPROVED AS TO FORM:



Peter Gruning
City Attorney



Lockhart Emergency Care Center, LLC
LEDC New Project Incentives
Aug 15, 2017

HISTORY

Exhibit A

| <u>Type</u> | | <u>Est Up To</u> | <u>Reimbursement Notes</u> |
|-----------------------------------|-----------|------------------|---|
| Impact Fees | \$ | 40,000 | Road, Water, Sewer Impact Fees |
| Bldg Permit Fees | \$ | 18,000 | <u>Based on \$5.8 million dollar facility</u> |
| Utility Taps | \$ | 5,000 | Water, Sewer, Electric |
| Transformers (primary) | \$ | 30,000 | Electric Service |
| Infrastructure (other) | \$ | 300,000 | *Drainage and other infrastructure |
| Total Potential Incentives | \$ | 393,000 | |

* All potential incentives subject to approval by governing entities which will consider the investment amount and the number of new jobs created including their average wage. 30 jobs initially and 34 jobs at end of 5th year with average wage of \$30 per hour

* \$100,000 Toward City Line Road realignment

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Economic Impact Data Sheet
City of Lockhart

HISTORY

The information requested on this form will be used by the City of Lockhart to prepare an economic impact analysis of your firm or project. Enter data in the fillable cells below. You may also enter additional information or notes in other areas of this worksheet, to the right or insert rows to enter other data. Some standard defaults are entered in the data sheet already. You may change these defaults as appropriate. Please enter information in the fillable cells below and e-mail this completed survey form to:

vrodgers@lockhart-tx.org

Please call 512-398-3461 if you have any questions.

City of Lockhart
308 W. San Antonio St.
Lockhart, TX 78644

About the Firm

Name of the firm: Lockhart Emergency Care Center LLC - DBA - Post Oak Emergency Center

Current Address: 22100 Bolverde RD
San Antonio TX 78259

Phone Number: 254-715-7940 Fax Number:

Person completing this form: Tim Condon

Name of project: Project Service - ER
(Example: ABC Corporation or Project Plastic)

Select each taxing district in which the firm or project is or will be located:

City: City of Lockhart
County: Caldwell County
School District: Lockhart ISD
Road District:

Is or will the firm be located in the city limits? Yes

Is or will the firm be located at the airport? Yes

Description of the firm's plans to startup, expand or relocate to the community:

(Enter any narrative below to describe the firm and its plans to startup, expand or locate in the community. This description will be shown in the report.)

Expansion location

The firm's primary North American Industry Classification System (NAICS)

Example: 221119. A six-digit NAICS code should be entered for the program to correctly calculate indirect and induce benefits from the firm's operations. If the NAICS is unknown enter 0 as a default NAICS allowing the program to use default indirect earnings and employment multipliers.

HISTORY

The Firm's Taxable Assets, Employees and Operations

Market value of the firm's new or additional property purchased or constructed each year at its local facility that will be on local property tax rolls on January 1:

| Year | Buildings and Other Real Property | | Furniture, Fixtures and Equipment | Total |
|-------|-----------------------------------|--------------|-----------------------------------|-------|
| | Land | Improvements | | |
| 1 | 1.3MM | 3.4MM | 2.4MM | 7.2MM |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| Total | 1.3MM | 3.4MM | 2.4MM | 7.2MM |

Yes

Are building and improvements costs above for new construction?

Percent of construction costs for materials and labor:

| | |
|-----------|----|
| Materials | 50 |
| Labor | 50 |

Percent of construction materials that will be purchased in the city and be subject to sales taxes:

Percent of taxable spending by construction workers in the city/county and subject to sales taxes:

Percent of furniture, fixtures and equipment to be purchased in the city and subject to sales taxes:

Expected city/county building permits and other fees to be paid during construction if applicable:

| Year | Total City Permits and Fees |
|-------|-----------------------------|
| 1 | 35000 |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |
| Total | 35,000 |

HISTORY

Estimated taxable inventories, at the end of each year:
 (Enter an amount in Year 1 and the percent of annual increase or enter appropriate amounts for each year.)

Percent of annual increase after Year 1:
 %

| Year | Total Inventories |
|------|-------------------|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |

The firm's annual utilities:

(Enter an amount in Year 1 and the percent of annual increase or enter appropriate amounts for each year.)

Percent of annual increase after Year 1:

| Year | Water | Wastewater | Solid Waste | Electricity | Natural Gas | Cable | Telephone |
|-------|--------|------------|-------------|-------------|-------------|-------|-----------|
| 1 | 20000 | 20000 | 20000 | \$96000 | 30000 | 5000 | \$20000 |
| 2 | 22000 | 22000 | 22000 | 105600 | 33000 | 5500 | 22000 |
| 3 | 24200 | 24200 | 24200 | 116160 | 36300 | 6050 | 24200 |
| 4 | 26620 | 26620 | 26620 | 127776 | 39930 | 6655 | 26620 |
| 5 | 29282 | 29282 | 29282 | 140553 | 43923 | 7320 | 29282 |
| 6 | 32210 | 32210 | 32210 | 154608 | 48315 | 8052 | 32210 |
| 7 | 35431 | 35431 | 35431 | 170070 | 53146 | 8858 | 35431 |
| 8 | 38974 | 38974 | 38974 | 187078 | 58461 | 9744 | 38974 |
| 9 | 42871 | 42871 | 42871 | 205785 | 64307 | 10718 | 42871 |
| 10 | 47158 | 47158 | 47158 | 226384 | 70738 | 11790 | 47158 |
| Total | 280946 | 280946 | 280946 | 1529994 | 451120 | 79687 | 280946 |

Number of telephone lines at the firm

Percent of the firm's electricity and natural gas usage for manufacturing or processing operations

The firm's estimated taxable purchases of materials, supplies and services in the community and the firm's estimated taxable sales that will be subject to sales tax in the city:

(Enter an amount in Year 1 and the percent of annual increase or enter appropriate amounts for each year.)

| Year | The Firm's Taxable Purchases | The Firm's Taxable Sales |
|-------|------------------------------|--------------------------|
| 1 | 50000 | 200000 |
| 2 | 55000 | 220000 |
| 3 | 65000 | 242000 |
| 4 | 75000 | 266200 |
| 5 | 85000 | 292820 |
| 6 | 95000 | 322100 |
| 7 | 110000 | 354310 |
| 8 | 125000 | 389740 |
| 9 | 140000 | 428710 |
| 10 | 160000 | 471580 |
| Total | 180000 | 2809460 |

Percent of annual increase after Year 1:

74

HISTORY

Number of new full-time jobs to be added in the city each year:
 (Enter only the additional jobs added in the city each year.)

* If the business is relocating from outside of the city, the year 1 value should include jobs transferred to the city in year 1 and new positions hired, if any.

Example: If a firm relocates to the city and brings 50 existing employees, then enter 50 in year 1. If a firm is relocating to the city, bringing 50 employees and will hire 10 additional workers in year 1, then enter 60 in year 1.

| Year | New employees to be hired each year |
|-------|-------------------------------------|
| 1* | 30 |
| 2 | 2 |
| 3 | 2 |
| 4 | 2 |
| 5 | 2 |
| 6 | 2 |
| 7 | 2 |
| 8 | 2 |
| 9 | 2 |
| 10 | 2 |
| Total | 48 |

New employees moving to the city:

Percentage of total new workers moving to the city

| Year | Number of new employees moving to the city |
|-------|--|
| 1 | 27 |
| 2 | 1.8 |
| 3 | 1.8 |
| 4 | 1.8 |
| 5 | 1.8 |
| 6 | 1.8 |
| 7 | 1.8 |
| 8 | 1.8 |
| 9 | 1.8 |
| 10 | 1.8 |
| Total | 43 |

Average annual salaries of new employees in the first year:

Percent of expected annual salary increase after Year 1:

Percent of workers in new indirect and induced jobs that will move to the city for the job:

Estimated percentage of workers moving to the city that will have new residential property built for them the first year that they move to the city:

Household size of a typical new worker moving to the city:

Number of school children in a typical worker's household

Percent of taxable shopping by a typical new worker that will be in the city:

75

HISTORY

Expected Out-of-Town Visitors to the Firm:

Number of out-of-town visitors expected at the firm in the first year:

Percent of annual increase in the number of visitors:

Average number of days that each visitor will stay in the city:

Average daily taxable visitor spending, excluding lodging in the city:

Average number of nights that a typical visitor will stay in a motel in the city:

Average nightly room rate in a local motel:

Expected Out-of-Town Truckers Loading or Unloading at the Firm

Number of out-of-town truckers expected to load or unload at the firm in the first year:

Percent of annual increase in the number of out-of-town truckers:

Average taxable spending in the community by a typical out-of-town trucker loading or unloading at the firm:

Percent of truckers that will stay one night in a local hotel or motel:

Airport Related Data:

Only complete this section if the project is located at the airport.

The firm's estimated number of gallons of fuel to be purchased from the airport and wholesale cost of fuel purchased:

| | |
|---|----------------------|
| Cost of Fuel: | |
| Jet A | <input type="text"/> |
| 100 low-lead gasoline | <input type="text"/> |
| Percent of fuel to be purchased: | |
| Jet A | <input type="text"/> |
| 100 low-lead gasoline | <input type="text"/> |
| Weighted average wholesale fuel rate per gallon | <input type="text"/> |

76

HISTORY

| Year | Number of Gallons | Wtd Avg | The Firm's |
|-------|-------------------|----------------------------|------------------|
| | | Wholesale Price per Gallon | Total Fuel Costs |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| Total | | | |

Percent of annual increase after Year 1: %

The firm's expected ground lease payments to the airport:

Number of square feet of land to be leased
Per square foot lease rate

| |
|--|
| |
| |

| Year | Ground Lease Payments |
|-------|-----------------------|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |
| Total | |

Percent of annual increase after Year 1:

The firm's expected airport infrastructure and maintenance fee to be paid to the airport:

| Year | Airport Infrastructure & Maintenance Fee |
|-------|--|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |
| Total | |

Percent of annual increase after Year 1:

End of Project Data Entry

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**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | |
|--|--------------------------|--|---|
| CITY SECRETARY'S USE ONLY | Reviewed by Finance | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | Reviewed by Legal | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Date: May 15, 2018 | | | |
| Department: Economic Development | | Initials | Date |
| Department Head: Robert Tobias | Asst. City Manager | | |
| Dept. Signature: <i>[Signature]</i> | City Manager | <i>[Signature]</i> | <i>5-10-18</i> |
| Agenda Item Coordinator/Contact (include phone #): Robert Tobias (512) 376-0856 | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER | | | |
| CAPTION | | | |
| Discussion and/or action regarding Resolution 2018-10 approving a Type B project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Lockhart Emergency Care Center, LLC in an amount not to exceed \$466,000 based on a \$11.3 million capital investment (includes \$1.3 million of land purchase) in the project with a minimum of 30 new full-time equivalent (FTE) jobs at an average hourly wage of \$30.00 to be created and retained for a minimum of ten (10) years. (FIRST READING) | | | |
| FINANCIAL SUMMARY | | | |
| <input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS |
| Budget | | | TOTALS |
| Budget Amendment Amount | | | \$0.00 |
| Encumbered/Expended Amount | | | \$0.00 |
| This Item | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): LEDC, other | | | |
| SUMMARY OF ITEM | | | |
| The Lockhart Economic Development Corporation (LEDC) held the required public hearing and unanimously approved LEDC Resolution 2018-03 at its recent board meeting on April 23, 2018. The LEDC received input from representatives of Lockhart Emergency Care Center, LLC, inputs from staff, and reviewed the Economic Impact Data Sheet. (A SECOND READING IS REQUIRED BEFORE CITY COUNCIL CAN VOTE ON THIS PROJECT.) | | | |
| STAFF RECOMMENDATION | | | |
| Staff respectfully recommends approval of Resolution 2018-10 as presented. | | | |
| List of Supporting Documents: Resolution 2018-10, LEDC Resolution 2018-03, Public Hearing Notice and Economic Impact Data Sheet | | Other Departments, Boards, Commissions or Agencies: Lockhart Economic Development Corporation | |

RESOLUTION NO. 2018-10

A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS FOR FUNDING UP TO \$466,000 FOR LOCKHART EMERGENCY CARE CENTER LLC (LECC) UNDER THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, AS AMENDED, FOR INFRASTRUCTURE IMPROVEMENTS THAT ARE REQUIRED OR SUITABLE FOR THE DEVELOPMENT, RETENTION, OR EXPANSION OF FACILITIES TO PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES, AND TO CREATE AND MAINTAIN NEW JOBS

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

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

WHEREAS, LEDC approved a project named LECC after proper public notice and a public hearing on April 23, 2018, for an incentive amount not to exceed \$466,000 based on a \$11.3 million investment, (includes \$1.3 million for land), with up to 30 new full-time equivalent (FTE) jobs with an average hourly wage of \$30.00 to be created and retained for a minimum of ten (10) years; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Lockhart City Council as follows:

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

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

The LEDC shall pay up to \$466,000 for infrastructure and other development costs subject to the conditions as set out in Exhibit A Economic Development Performance Agreement attached hereto and in Chapters 501, 504, and 505 of the Texas Economic Development Corporation Act of 1979.

PASSED AND ADOPTED at a meeting of the Lockhart City Council held on this _____ day of _____, 2018.

City of Lockhart

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Peter Gruning, City Attorney

EXHIBIT A

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Performance Agreement ("Agreement") is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS ("LEDC"), a Type B Economic Development Corporation and LOCKHART EMERGENCY CARE CENTER LLC (LECC).

RECITALS

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

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

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

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

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

AGREEMENTS

Section 1. Recitals

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

Section 2: Term

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

Section 3. LEDC Requirements

In consideration of LOCKHART EMERGENCY CARE CENTER LLC (LECC) agreement to locate its business within the City and to perform the other acts hereinafter described, LEDC agrees it will provide incentives up to \$466,000 (\$100,000 of which is for City Line Road Realignment) for land, building, infrastructure, and other associated development costs in consideration of LECC creating up to 30 FTE jobs with an average hourly wage of \$30.00 which are subject to the conditions set out herein and in Chapter 505 of the Local Government Code (formerly Section 4B, of the Texas Economic Development Corporation Act of 1979). The amount of financial incentive benefits that LECC will retain from the LEDC project funds is subject to the number of jobs created, as described in 4(b) below.

Section 4. LOCKHART EMERGENCY CARE CENTER LLC (LECC) Requirements

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

- (a) To locate and construct a building and other improvements in City of Lockhart;
- (b) To employ up to 30 Full Time Equivalent ("FTE") employees at an average hourly wage of \$30.00 from the date that LECC opens for business and to continue employing at least that number thereafter until the end of the term of this Agreement. The term "Full Time Equivalent," as used in this Agreement, shall mean employment worked by one or more people during a calendar year that is equal to a total of at least 2,080 hours;
- (c) To keep current in the payment of taxes owed to any taxing jurisdiction in which the Property is located.

Section 5. Recapture/Termination

(a) In the event that LOCKHART EMERGENCY CARE CENTER LLC (LECC) begins operating its business, but subsequently discontinues operating its business in such for any reason (a "Business Interruption"), except as a result of fire, explosion, or other casualty or accident, force majeure or other natural disaster, war or civil unrest, a taking under eminent domain, regulatory restrictions of any applicable governmental entity which makes conduct of the LECC illegal or economically untenable, or other event beyond the reasonable control of LECC: (the "Business Interruption Exceptions") for a period of more than one hundred eighty (180) days during the duration of this Agreement, then in such event LECC shall be required to repay to LEDC any monies

expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following the expiration of such period.

(b) In the event that LECC shall fail to repay the LEDC within thirty (30) days of the date such repayment is due, LECC hereby agrees that the LEDC may place a lien on the Properties for full repayment of any monies expended. The burden shall be upon LECC to prove to the satisfaction of the LEDC that the discontinuance of operating its business was a result of one of the Business Interruption Exceptions. In the event LECC meets this burden and the LEDC is satisfied that the discontinuance of the operation of the manufacturing facility was the result of events beyond the control of LECC, the parties shall commemorate such satisfaction in a document signed and dated by the Parties. LECC shall then have a period of one (1) year from the date operations of its business were discontinued in which to resume business operations.

(c) In the event that following a Business Interruption which may reasonably be cured within one year of the cessation of business operations, business operations fail to resume within one (1) year, LECC shall be required to repay LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following the expiration of the one year period. In the event that LECC shall fail to timely repay the LEDC, LECC hereby agrees that the LEDC may place a lien on the Properties for full payment of such monies.

(d) In the event that LECC allows ad valorem taxes owed to the City of Lockhart, Texas on the Property, or its business personal property or inventory to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, LECC shall be required to repay LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following such event. In the event that LECC shall fail to timely repay the LEDC, LECC hereby agrees that the LEDC may place a lien on LECC assets for full payment of such monies.

Section 6. Certification of Compliance by LOCKHART EMERGENCY CARE CENTER LLC (LECC)

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

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

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

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

Section 8. Entire Agreement

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

Section 9. Successors and Assigns

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

Section 10. Notices

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

LOCKHART EMERGENCY CARE CENTER LLC (LECC):
Chief Operations Officer
LOCKHART EMERGENCY CARE CENTER
LLC (LECC)
22100 Bulverde Road
San Antonio, Texas 78259

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

Section 11. Interpretation

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

Section 12. Severability

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

Section 13. Mutual Assistance

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

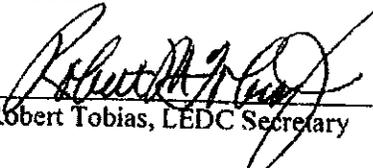
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 23 day of April, 2018.

THE LOCKHART ECONOMIC
DEVELOPMENT CORPORATION:



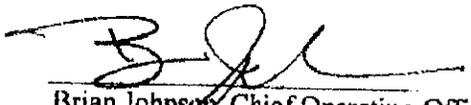
Vance Rodgers, LEDC President

ATTEST:



Robert Tobias, LEDC Secretary

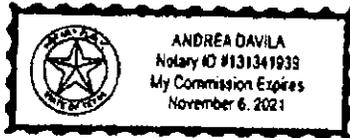
LOCKHART EMERGENCY CARE CENTER
LLC (LECC):



Brian Johnson, Chief Operating Officer

State of Texas §
§
County of Caldwell §

The foregoing instrument was acknowledged before me this 23 day of April, 2018, by Vance Rodgers, known to me to be the President of the Lockhart Economic Development Corporation (LEDC) of Lockhart, Texas.



Andrea Davila
Notary Public State of Texas

My Commission expires:

November 6, 2021

State of Texas §
§
County of Bexar §

The foregoing instrument was acknowledged before me this 24 day of April, 2018, by Brian Johnson, known to me to be the Chief Operations Officer of LOCKHART EMERGENCY CARE CENTER LLC (LECC), acting on behalf of such corporation.



My Commission expires:

9/25/19

Lockhart Emergency Care Center, LLC

LEDC New Project Incentives

April 23, 2018

Exhibit A

| <u>Type</u> | <u>Estimate Up To</u> | <u>Reimbursement Notes</u> |
|-----------------------------------|-----------------------|---|
| Impact Fees | \$ 50,000 | Road, Water, Sewer Impact Fees |
| Bldg Permit Fees | \$ 31,000 | Based on \$10.0 million dollar facility |
| Utility Taps | \$ 5,000 | Water, Sewer, Electric |
| Transformers (primary) | \$ 30,000 | Electric Service |
| Infrastructure (other) | \$ 350,000 | *Drainage and other infrastructure |
| Total Potential Incentives | \$ 466,000 | |

* All potential incentives subject to approval by governing entities which will consider the investment amount and the number of new jobs created including their average wage. Required 30 jobs initially and 38 jobs at end of 5th year with average wage of \$30 per hour. Will be reimbursed for fees, taps, and transformers up to the amounts listed. \$100,000 of the Infrastructure (other) amount will be used as developer's share of realignment of City Line Road. Balance of \$250,000 will be paid based on proof of \$10 million investment not including land.

* \$100,000 Toward City Line Road realignment

4-7

HISTORY

**LOCKHART ECONOMIC DEVELOPMENT CORPORATION
PUBLIC HEARING NOTICE**

The Directors of the Lockhart Economic Development Corporation (LEDC) will conduct a public hearing on Monday, April 23, 2018, at 6:00 p.m. in the Glosserman Room at Lockhart City Hall, 308 West San Antonio Street, Lockhart, Texas to discuss a project under Section 4B of the Texas Economic Development Corporation Act of 1979.

The Public Hearing is to consider a new project, Project Service, which is considering an expansion to Lockhart. The company plans a capital investment estimated at \$11,300,000 (includes \$1,300,000 for purchase of land) and the company will create up to 30 new jobs. The LEDC will be considering possible reimbursable incentives to be offered to the company to help facilitate their investment and expansion to Lockhart.

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

Lockhart Economic Development Corporation

2. **OPEN EXECUTIVE SESSION**

Open Executive Session at 6:03PM.

HISTORY

3. **CLOSE EXECUTIVE SESSION**

Close Executive Session at 6:14PM.

3. **PUBLIC HEARING**



- A. Hold a public hearing regarding the proposed development of the Lockhart Emergency Care Center, LLC that includes an estimated capital investment of \$11.3 million (includes \$1.3 million for the purchase of land) and will create 30 new full-time equivalent jobs with an average wage of \$30 per hour.

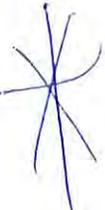
Open Public Hearing at 6:14 PM.

Is there anyone present who would like to speak in opposition to the proposed project and incentives? There was none.

Is there anyone present who has not spoken that is in favor of the proposed project and incentives? There was none.

Close Public Hearing at 6:16 PM.

4. **DISCUSSION AND/OR ACTION**



- A. Discussion regarding LEDC Resolution 2018-02 rescinding LEDC Resolution 2017-08 related to the Lockhart Emergency Care Center, LLC project and associated Performance Agreement funding up to \$393,000 for land, infrastructure improvements, and related development costs that are or suitable for the development, retention or expansion of facilities to promote or develop new or expanded business enterprises, and to create and maintain new jobs.

Motion to approve LEDC Resolution 2018-02 rescinding LEDC Resolution 2017-08

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

- B. Discussion and/or action to consider LEDC Resolution 2018-03 approving the Lockhart Emergency Care Center, LLC project and associated Performance Agreement for funding up to \$466,000 for land, infrastructure, improvements, and related development costs that are required or suitable for the development, retention or expansion of facilities to promote or develop new or expanded business enterprises, and to create and maintain new jobs.

Motion to approve LEDC Resolution 2018-03 as presented

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

**LOCKHART ECONOMIC DEVELOPMENT CORPORATION
RESOLUTION NO. 2018-03**

A RESOLUTION OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC) FOR FUNDING UP TO \$466,000 FOR LOCKHART EMERGENCY CARE CENTER LLC (LECC) UNDER THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, AS AMENDED, FOR INFRASTRUCTURE IMPROVEMENTS THAT ARE REQUIRED OR SUITABLE FOR THE DEVELOPMENT, RETENTION, OR EXPANSION OF FACILITIES TO PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES, AND TO CREATE AND MAINTAIN NEW JOBS

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

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

WHEREAS, LEDC approved a project named LECC after proper public notice and a public hearing on April 23, 2018, for an incentive amount not to exceed \$466,000 based on a \$11.3 million investment, (includes \$1.3 million for land), with up to 30 new full-time equivalent (FTE) jobs with an average hourly wage of \$30.00 to be created and retained for a minimum of ten (10) years; and

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

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

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

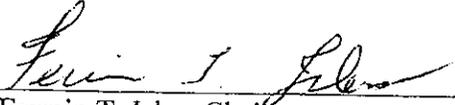
SECTION 2. The infrastructure improvements project costs and other associated development costs are HEREBY APPROVED as follows:

The LEDC shall pay up to \$466,000 for infrastructure and other development costs subject to the conditions as set out in Exhibit A Economic Development Performance Agreement attached hereto and in Chapters 501, 504, and 505 of the Texas Economic Development Corporation Act of 1979.

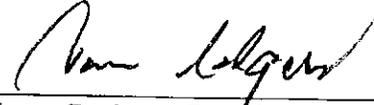
LEDC Resolution
2018-03

PASSED AND ADOPTED at a meeting of the Lockhart Economic Development Corporation held on this 23 day of April, 2018.

Lockhart Economic Development Corporation

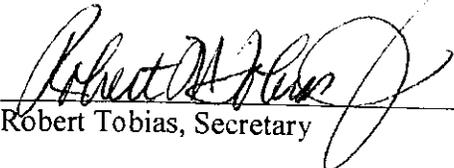


Fermin T. Islas, Chairperson



Vance Rodgers, President

Attest:



Robert Tobias, Secretary

EXHIBIT A

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Performance Agreement ("Agreement") is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS ("LEDC"), a Type B Economic Development Corporation and LOCKHART EMERGENCY CARE CENTER LLC (LECC).

RECITALS

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

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

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

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

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

AGREEMENTS

Section 1. Recitals

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

Section 2: Term

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

Section 3. LEDC Requirements

In consideration of LOCKHART EMERGENCY CARE CENTER LLC (LECC) agreement to locate its business within the City and to perform the other acts hereinafter described, LEDC agrees it will provide incentives up to \$466,000 (\$100,000 of which is for City Line Road Realignment) for land, building, infrastructure, and other associated development costs in consideration of LECC creating up to 30 FTE jobs with an average hourly wage of \$30.00 which are subject to the conditions set out herein and in Chapter 505 of the Local Government Code (formerly Section 4B, of the Texas Economic Development Corporation Act of 1979). The amount of financial incentive benefits that LECC will retain from the LEDC project funds is subject to the number of jobs created, as described in 4(b) below.

Section 4. LOCKHART EMERGENCY CARE CENTER LLC (LECC) Requirements

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

- (a) To locate and construct a building and other improvements in City of Lockhart;
- (b) To employ up to 30 Full Time Equivalent ("FTE") employees at an average hourly wage of \$30.00 from the date that LECC opens for business and to continue employing at least that number thereafter until the end of the term of this Agreement. The term "Full Time Equivalent," as used in this Agreement, shall mean employment worked by one or more people during a calendar year that is equal to a total of at least 2,080 hours;
- (c) To keep current in the payment of taxes owed to any taxing jurisdiction in which the Property is located.

Section 5. Recapture/Termination

(a) In the event that LOCKHART EMERGENCY CARE CENTER LLC (LECC) begins operating its business, but subsequently discontinues operating its business in such for any reason (a "Business Interruption"), except as a result of fire, explosion, or other casualty or accident, force majeure or other natural disaster, war or civil unrest, a taking under eminent domain, regulatory restrictions of any applicable governmental entity which makes conduct of the LECC illegal or economically untenable, or other event beyond the reasonable control of LECC: (the "Business Interruption Exceptions") for a period of more than one hundred eighty (180) days during the duration of this Agreement, then in such event LECC shall be required to repay to LEDC any monies

expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following the expiration of such period.

(b) In the event that LECC shall fail to repay the LEDC within thirty (30) days of the date such repayment is due, LECC hereby agrees that the LEDC may place a lien on the Properties for full repayment of any monies expended. The burden shall be upon LECC to prove to the satisfaction of the LEDC that the discontinuance of operating its business was a result of one of the Business Interruption Exceptions. In the event LECC meets this burden and the LEDC is satisfied that the discontinuance of the operation of the manufacturing facility was the result of events beyond the control of LECC, the parties shall commemorate such satisfaction in a document signed and dated by the Parties. LECC shall then have a period of one (1) year from the date operations of its business were discontinued in which to resume business operations.

(c) In the event that following a Business Interruption which may reasonably be cured within one year of the cessation of business operations, business operations fail to resume within one (1) year, LECC shall be required to repay LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following the expiration of the one year period. In the event that LECC shall fail to timely repay the LEDC, LECC hereby agrees that the LEDC may place a lien on the Properties for full payment of such monies.

(d) In the event that LECC allows ad valorem taxes owed to the City of Lockhart, Texas on the Property, or its business personal property or inventory to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, LECC shall be required to repay LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following such event. In the event that LECC shall fail to timely repay the LEDC, LECC hereby agrees that the LEDC may place a lien on LECC assets for full payment of such monies.

Section 6. Certification of Compliance by LOCKHART EMERGENCY CARE CENTER LLC (LECC)

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

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

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

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

Section 8. Entire Agreement

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

Section 9. Successors and Assigns

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

Section 10. Notices

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

LOCKHART EMERGENCY CARE CENTER LLC (LECC):
Chief Operations Officer
LOCKHART EMERGENCY CARE CENTER
LLC (LECC)
22100 Bulverde Road
San Antonio, Texas 78259

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

Section 11. Interpretation

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

Section 12. Severability

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

Section 13. Mutual Assistance

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

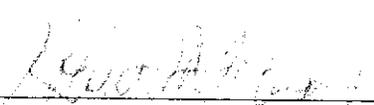
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 23 day of April, 2018.

**THE LOCKHART ECONOMIC
DEVELOPMENT CORPORATION:**



Vance Rodgers, LEDC President

ATTEST:



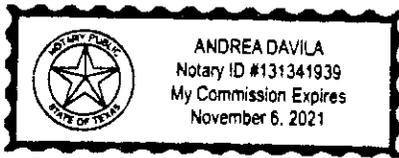
Robert Tobias, LEDC Secretary

**LOCKHART EMERGENCY CARE CENTER
LLC (LECC):**

Brian Johnson, Chief Operating Officer

State of Texas §
 §
County of Caldwell §

The foregoing instrument was acknowledged before me this 15 day of April, 2018, by Vance Rodgers, known to me to be the President of the Lockhart Economic Development Corporation (LEDC) of Lockhart, Texas.



Andrea Davila
Notary Public State of Texas

My Commission expires:
November 6, 2021

State of Texas §
 §
County of _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Brian Johnson, known to me to be the Chief Operations Officer of LOCKHART EMERGENCY CARE CENTER LLC (LECC), acting on behalf of such corporation.

Notary Public State of Texas

My Commission expires:

LEDC New Project Incentives

April 23, 2018

Exhibit A

| <u>Type</u> | <u>Estimate Up To</u> | <u>Reimbursement Notes</u> |
|-----------------------------------|-----------------------|---|
| Impact Fees | \$ 50,000 | Road, Water, Sewer Impact Fees |
| Bldg Permit Fees | \$ 31,000 | Based on \$10.0 million dollar facility |
| Utility Taps | \$ 5,000 | Water, Sewer, Electric |
| Transformers (primary) | \$ 30,000 | Electric Service |
| Infrastructure (other) | \$ 350,000 | *Drainage and other infrastructure |
| Total Potential Incentives | \$ 466,000 | |

* All potential incentives subject to approval by governing entities which will consider the investment amount and the number of new jobs created including their average wage. Required 30 jobs initially and 38 jobs at end of 5th year with average wage of \$30 per hour. Will be reimbursed for fees, taps, and transformers up to the amounts listed. \$100,000 of the Infrastructure (other) amount will be used as developer's share of realignment of City Line Road. Balance of \$250,000 will be paid based on proof of \$10 million investment not including land.

* \$100,000 Toward City Line Road realignment

98

Economic Impact Data Sheet
City of Lockhart

The information requested on this form will be used by the City of Lockhart to prepare an economic impact analysis of your firm or project. Enter data in the fillable cells below. You may also enter additional information or notes in other areas of this worksheet, to the right or insert rows to enter other data. Some standard defaults are entered in the data sheet already. You may change these defaults as appropriate. Please enter information in the fillable cells below and e-mail this completed survey form to:

vrodgers@lockhart-tx.org

Please call 512-398-3461 if you have any questions.

City of Lockhart
308 W. San Antonio St.
Lockhart, TX 78644

About the Firm

Name of the firm: LH LLC

Current Address: 22100 Bolverde RD
San Antonio TX 78259

Phone Number: 254-715-7940

Fax Number:

Person completing this form: Tim Condon

Name of project: Project Service
(Example: ABC Corporation or Project Plastic)

Select each taxing district in which the firm or project is or will be located:

City: City of Lockhart
County: Caldwell County
School District: Lockhart ISD
Road District:

Is or will the firm be located in the city limits? Yes

Is or will the firm be located at the airport? Yes

Description of the firm's plans to startup, expand or relocate to the community:

(Enter any narrative below to describe the firm and its plans to startup, expand or locate in the community. This description will be shown in the report.)

Expansion location

The firm's primary North American Industry Classification System (NAICS)

Example: 221119. A six-digit NAICS code should be entered for the program to correctly calculate indirect and induce benefits from the firm's operations. If the NAICS is unknown enter 0 as a default NAICS allowing the program to use default indirect earnings and employment multipliers.

99

The Firm's Taxable Assets, Employees and Operations

Market value of the firm's new or additional property purchased or constructed each year at its local facility that will be on local property tax rolls on January 1:

| Year | Buildings and Other Real Property | | Furniture, Fixtures and Equipment | Total |
|-------|-----------------------------------|--------------|-----------------------------------|--------|
| | Land | Improvements | | |
| 1 | 1.3MM | 8MM | 2MM | 11.3MM |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| Total | | | | 11.3MM |

Yes

Are building and improvements costs above for new construction?

Percent of construction costs for materials and labor:

| | |
|-----------|----|
| Materials | 50 |
| Labor | 50 |

Percent of construction materials that will be purchased in the city and be subject to sales taxes:

50

Percent of taxable spending by construction workers in the city/county and subject to sales taxes:

90

Percent of furniture, fixtures and equipment to be purchased in the city and subject to sales taxes:

80

Expected city/county building permits and other fees to be paid during construction if applicable:

| Year | Total City Permits and Fees |
|-------|-----------------------------|
| 1 | 35000 |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | 35000 |
| 7 | |
| 8 | |
| 9 | |
| 10 | |
| Total | 70,000 |

Estimated taxable inventories, at the end of each year:

(Enter an amount in Year 1 and the percent of annual increase or enter appropriate amounts for each year.)

Percent of annual increase after Year 1:

%

| Year | Total Inventories |
|------|-------------------|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |

The firm's annual utilities:

(Enter an amount in Year 1 and the percent of annual increase or enter appropriate amounts for each year.)

Percent of annual increase after Year 1:

| Year | Water | Wastewater | Solid Waste | Electricity | Natural Gas | Cable | Telephone |
|--------------|---------------|---------------|---------------|----------------|---------------|--------------|---------------|
| 1 | 20000 | 20000 | 20000 | \$96000 | 30000 | 5000 | \$20000 |
| 2 | 22000 | 22000 | 22000 | 105600 | 33000 | 5500 | 22000 |
| 3 | 24200 | 24200 | 24200 | 116160 | 36300 | 6050 | 24200 |
| 4 | 26620 | 26620 | 26620 | 127776 | 39930 | 6655 | 26620 |
| 5 | 29282 | 29282 | 29282 | 140553 | 43923 | 7320 | 29282 |
| 6 | 32210 | 32210 | 32210 | 154608 | 48315 | 8052 | 32210 |
| 7 | 35431 | 35431 | 35431 | 170070 | 53146 | 8858 | 35431 |
| 8 | 38974 | 38974 | 38974 | 187078 | 58461 | 9744 | 38974 |
| 9 | 42871 | 42871 | 42871 | 205785 | 64307 | 10718 | 42871 |
| 10 | 47158 | 47158 | 47158 | 226364 | 70738 | 11790 | 47158 |
| Total | 280946 | 280946 | 280946 | 1529994 | 451120 | 79687 | 280946 |

Number of telephone lines at the firm

Percent of the firm's electricity and natural gas usage for manufacturing or processing operations

The firm's estimated taxable purchases of materials, supplies and services in the community and the firm's estimated taxable sales that will be subject to sales tax in the city:

(Enter an amount in Year 1 and the percent of annual increase or enter appropriate amounts for each year.)

| Year | The Firm's Taxable Purchases | The Firm's Taxable Sales |
|--------------|------------------------------|--------------------------|
| 1 | 50000 | 200000 |
| 2 | 55000 | 220000 |
| 3 | 65000 | 242000 |
| 4 | 75000 | 266200 |
| 5 | 85000 | 292820 |
| 6 | 95000 | 322100 |
| 7 | 110000 | 354310 |
| 8 | 125000 | 389740 |
| 9 | 140000 | 428710 |
| 10 | 160000 | 471580 |
| Total | 180000 | 2809460 |

Percent of annual increase after Year 1:

101

Number of new full-time jobs to be added in the city each year:

(Enter only the additional jobs added in the city each year.)

* If the business is relocating from outside of the city, the year 1 value should include jobs transferred to the city in year 1 and new positions hired, if any.

Example: If a firm relocates to the city and brings 50 existing employees, then enter 50 in year 1.

If a firm is relocating to the city, bringing 50 employees and will hire 10 additional workers in year 1, then enter 60 in year 1.

| Year | New employees to be hired each year |
|--------------|-------------------------------------|
| 1* | 30 |
| 2 | 2 |
| 3 | 2 |
| 4 | 2 |
| 5 | 2 |
| 6 | 2 |
| 7 | 2 |
| 8 | 2 |
| 9 | 2 |
| 10 | 2 |
| Total | 48 |

New employees moving to the city:

Percentage of total new workers moving to the city

90

| Year | Number of new employees moving to the city |
|--------------|--|
| 1 | 27 |
| 2 | 1.8 |
| 3 | 1.8 |
| 4 | 1.8 |
| 5 | 1.8 |
| 6 | 1.8 |
| 7 | 1.8 |
| 8 | 1.8 |
| 9 | 1.8 |
| 10 | 1.8 |
| Total | 43 |

Average annual salaries of new employees in the first year:

\$30 per hour

Percent of expected annual salary increase after Year 1:

3%

Percent of workers in new indirect and induced jobs that will move to the city for the job:

20%

Estimated percentage of workers moving to the city that will have new residential property built for them the first year that they move to the city:

30%

Household size of a typical new worker moving to the city:

4.3

Number of school children in a typical worker's household

2.3

Percent of taxable shopping by a typical new worker that will be in the city:

60%

Expected Out-of-Town Visitors to the Firm:

Number of out-of-town visitors expected at the firm in the first year:

Percent of annual increase in the number of visitors:

Average number of days that each visitor will stay in the city:

Average daily taxable visitor spending, excluding lodging in the city:

Average number of nights that a typical visitor will stay in a motel in the city:

Average nightly room rate in a local motel:

Expected Out-of-Town Truckers Loading or Unloading at the Firm

Number of out-of-town truckers expected to load or unload at the firm in the first year:

Percent of annual increase in the number of out-of-town truckers:

Average taxable spending in the community by a typical out-of-town trucker loading or unloading at the firm:

Percent of truckers that will stay one night in a local hotel or motel:

Airport Related Data:

Only complete this section if the project is located at the airport.

The firm's estimated number of gallons of fuel to be purchased from the airport and wholesale cost of fuel purchased:

| | |
|---|----------------------|
| Cost of Fuel: | |
| Jet A | <input type="text"/> |
| 100 low-lead gasoline | <input type="text"/> |
| Percent of fuel to be purchased: | |
| Jet A | <input type="text"/> |
| 100 low-lead gasoline | <input type="text"/> |
| Weighted average wholesale fuel rate per gallon | <input type="text"/> |

| Year | Number of Gallons | Wtd Avg Wholesale Price per Gallon | The Firm's Total Fuel Costs |
|-------|-------------------|------------------------------------|-----------------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| Total | | | |

Percent of annual increase after Year 1: %

The firm's expected ground lease payments to the airport:

Number of square feet of land to be leased
 Per square foot lease rate

| Year | Ground Lease Payments |
|-------|-----------------------|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |
| Total | |

Percent of annual increase after Year 1:

The firm's expected airport infrastructure and maintenance fee to be paid to the airport:

| Year | Airport Infrastructure & Maintenance Fee |
|-------|--|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |
| Total | |

Percent of annual increase after Year 1:

End of Project Data Entry

**LOCKHART CITY COUNCIL
REGULAR MEETING**

MAY 1, 2018

6:30 P.M.

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

Council present:

| | |
|---|--|
| Mayor Lew White | Councilmember John Castillo (arrived at 6:36 pm) |
| Councilmember Juan Mendoza | Councilmember Kara McGregor |
| Councilmember Jeffry Michelson | Councilmember Brad Westmoreland |
| Mayor Pro-Tem Angie Gonzales-Sanchez (arrived at 6:46 p.m.) | |

Staff present:

| | |
|-----------------------------|-----------------------------------|
| Vance Rodgers, City Manager | Connie Constancio, City Secretary |
| Josh Childress, Lieutenant | |

Citizens/Visitors Addressing the Council: Daniel David Bryant, Citizen; and, Larry Gilley of Strategic Government Resources.

NOTE: Lockhart City Council did not conduct a work session during the May 1, 2018 City Council meeting.

ITEM 1. CALL TO ORDER.

Mayor Lew White called the regular meeting of the Lockhart City Council to order on this date at 6:34 p.m.

Councilmember Castillo arrived at 6:36 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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

ITEM 3. CITIZENS/VISITORS COMMENTS.

Mayor White requested the following citizen to address the Council:

Derrick David Bryant, 1525 Shenandoah Cove, requested that the city actively pursue the Texas Department of Transportation (TxDOT) for a turn lane and/or traffic improvement at the intersection of Highway 142 and Mockingbird Lane.

Mayor White mentioned that Council would place an item on a future agenda to receive an update and discussion regarding TxDOT's progress on the intersection improvements.

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

ITEM 4-A. DISCUSSION AND/OR ACTION TO CONSIDER CITY COUNCIL MEETING MINUTES OF THE APRIL 17, 2018.

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

Councilmember McGregor made a motion to approve the City Council minutes of April 17, 2018. Councilmember Westmoreland seconded. The motion passed by a vote of 6-0.

ITEM 4-B. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2018-08 AUTHORIZING THE SUBMISSION OF THE GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE BODY-WORN CAMERA PROGRAM.

Lieutenant Josh Childress stated that he is preparing documents required to submit a grant to the Office of the Governor to pay for 25 new body-work cameras. The City currently has 24 outdated body cameras with three body cameras ordered from this last budget that are from the newest generation. The Department received a quote for 25 L3 generation 3 cameras to keep up with the current technology of which the city will request funding through the grant. The total cost of the grant funds is \$15,518 with the city's grant match of in the amount of \$3,103.60 or 20% of the total purchase.

Mayor Pro-Tem Sanchez arrived at 6:46 p.m.

There was discussion.

Councilmember Michelson made a motion to approve Resolution 2018-08, as presented. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

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

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

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

- Report: Residential Household Hazardous Waste Collection Event held Saturday, April 28, at City Park.
- Report; Annual Fiesta del Mariachi event at Clark Library held on Saturday, April 21.
- Report: Dedication of monument sign at Hooks Cemetery.
- Reminder: Cinco de Mayo event downtown first weekend in May.

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

Councilmember Westmoreland invited everyone to attend the Cinco de Mayo and First Friday events this weekend.

Councilmember Mendoza thanked the Friends of Lockhart Cemeteries for a successful dedication at the Hooks Cemetery. He also thanked the youth soccer group for a successful season. He thanked the Little League for a new baseball season and encouraged community safety at the sports complex.

Mayor Pro-Tem Sanchez congratulated the Library staff and Friends of the Library for a successful Mariachi Festival and the Gaslight-Baker Theatre for a successful annual gala. She also congratulated the Friends of Lockhart Cemeteries for a successful dedication at the Hooks Cemetery. She expressed condolences to families of Nancy Tamayo, Ysidro Torres, III, and Amelia Martinez for their loss.

Councilmember McGregor expressed condolences to the Grigar family for their loss. She thanked the city crews for restoring power in District 2 on Sunday that was a result of a vehicle accident.

Councilmember Castillo expressed condolences to Tamayo and Torres families for their loss. He invited all to the Cinco de Mayo event downtown this weekend. He congratulated the Friends of Lockhart Cemeteries for a successful dedication at the Hooks Cemetery and to the Lady Lions softball team at the playoffs this weekend. He thanked city staff for keeping the Council informed about an auto accident on Sunday and to city crews for their hard work to restore power after the accident. Thanks to city employees for the successful Household Hazardous Waste Collection event.

Councilmember Michelson expressed condolences to the Grigar and Simon families for their loss. He congratulated the Gaslight-Baker Theatre for a successful annual gala. He wished the Hispanic Chamber good luck for a successful Cinco de Mayo celebration this weekend. Good luck to the Lady Lions softball team at the playoffs.

Mayor White expressed condolences to the Tamayo and Grigar families for their loss. Congratulations to the successful dedication of a monument at the Hooks Cemetery. Good luck to the Hispanic Chamber for a successful Cinco de Mayo event this weekend. Congratulations to Friends of the Library for the successful Mariachi Festival.

ITEM 7. 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. Discussion with a Representative of Strategic Government Resources to review and discuss City Manager candidates and their applications/resumes/profiles.

Mayor White announced that the Council would enter Executive Session at 7:05 p.m.

ITEM 8. OPEN SESSION - Discussion and/or action regarding City Manager candidates and their applications/resumes/profiles.

Mayor White announced that the Council would enter Open Session at 8:55 p.m.

Mayor White announced that there was no action to be taken and that the Council would continue to review the City Manager applicants.

ITEM 9. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 8:58 p.m.

PASSED and APPROVED this the 15th day of May 2018.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary



Work Session Item # _____

Reg. Mtg. Item # _____

CITY OF LOCKHART COUNCIL AGENDA ITEM

| | | | | |
|---|--------------------------|---|---|---|
| CITY SECRETARY'S USE ONLY | | Reviewed by Finance | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | Reviewed by Legal | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Date: | | | | |
| May 15, 2018 | | | | |
| Department: Finance | | | Initials | Date |
| Department Head: Jeff Hinson | | Assistant City Manager | | |
| Dept. Signature: <i>Jeff Hinson</i> | | City Manager <i>[Signature]</i> | | |
| Agenda Item Coordinator/Contact (include phone #): Robert Eggimann, Staff Acct., 398-3461, Ext. 228 | | | | |
| ACTION REQUESTED: <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 | | | | |
| CAPTION | | | | |
| Consider review and acceptance of 2 nd Quarter FY 2018 Investment Report. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input checked="" type="checkbox"/> NON-BUDGETED | | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS | TOTALS |
| Budget | | | | \$0.00 |
| Budget Amendment Amount | | | | \$0.00 |
| Encumbered/Expended Amount | | | | \$0.00 |
| This Item | | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): | | | | |
| SUMMARY OF ITEM | | | | |
| The Texas Public Investment Act requires local governments to review and accept a Quarterly Investment Report for each quarterly reporting period of the year. The 2 nd Quarter FY 2018, ending March 31, 2018 is provided for your review. | | | | |
| STAFF RECOMMENDATION | | | | |
| Staff respectfully requests a motion "to accept the 2 nd Quarter FY 2018 Investment Report". | | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies: | | |
| 2 nd Quarter FY 2018 Investment Report | | | | |

CITY OF LOCKHART

Quarterly Investment Report
For the Quarter Ended March 31, 2018

May 15, 2018

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

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

| Investment Portfolio | | |
|-------------------------------|-------------------|---------------------|
| | Book Value | Market Value |
| <u>January 1, 2018</u> | | |
| Cash | 5,375,665 | 5,375,665 |
| Marketable Securities | 0 | 0 |
| Investment Pools | 24,296,418 | 24,294,271 |
| Certificates of Deposits | 0 | 0 |
| Total: | 29,672,082 | 29,669,936 |
| <u>March 31, 2018</u> | | |
| Cash | 1,495,974 | 1,495,974 |
| Marketable Securities | 0 | 0 |
| Investment Pools | 31,565,653 | 31,562,523 |
| Certificates of Deposits | 0 | 0 |
| Total: | 33,061,627 | 33,058,497 |

| Fund Availability | | |
|-------------------------------|-------------------|-------------------|
| <u>January 1, 2018</u> | | |
| Unrestricted Funds | 6,567,207 | 6,567,207 |
| Restricted Funds | 23,104,875 | 23,102,728 |
| Total Funds | 29,672,082 | 29,669,936 |
| <u>March 31, 2018</u> | | |
| Unrestricted Funds | 7,146,444 | 7,146,444 |
| Restricted Funds | 25,915,183 | 25,912,053 |
| Total Funds | 33,061,627 | 33,058,497 |

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



 Jeffery K. Hinson
 Investment Officer

7-25-18

 Date

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

| | Investment Portfolio | | | |
|-------------------------------|----------------------|---------------|-------------------|---------------|
| | Book Value | % of Total | Market Value | % of Total |
| <u>January 1, 2018</u> | | | | |
| Cash | 5,375,665 | 18.1% | 5,375,665 | 18.1% |
| Marketable Securities | 0 | 0.0% | 0 | 0.0% |
| Investment Pools | 24,296,418 | 81.9% | 24,294,271 | 81.9% |
| Certificates of Deposits | 0 | 0.0% | 0 | 0.0% |
| Portfolio Total | 29,672,082 | 100.0% | 29,669,936 | 100.0% |
| <u>March 31, 2018</u> | | | | |
| Cash | 1,495,974 | 4.5% | 1,495,974 | 4.5% |
| Marketable Securities | 0 | 0.0% | 0 | 0.0% |
| Investment Pools | 31,565,653 | 95.5% | 31,562,523 | 95.5% |
| Certificates of Deposits | 0 | 0.0% | 0 | 0.0% |
| Portfolio Total | 33,061,627 | 100.0% | 33,058,497 | 100.0% |
| <u>Change in Value</u> | | | | |
| Cash | (3,879,691) | | (3,879,691) | |
| Marketable Securities | 0 | | 0 | |
| Investment Pools | 7,269,235 | | 7,268,252 | |
| Certificates of Deposits | 0 | | 0 | |
| Portfolio Total | 3,389,544 | | 3,388,561 | |

| | Book Value @ 03/31/2018 | Weighted Average Maturity | Yield to Maturity |
|--------------------------------|----------------------------|---------------------------------|-------------------------|
| <u>Maturity Data</u> | | | |
| Cash | 1,495,974 | 0 Days | 0.61% |
| Marketable Securities | 0 | 0 Days | 0.00% |
| Investment Pools - Texas CLASS | 10,520,645 | 46 Days * | 1.75% |
| Investment Pools - TexPool | 10,452,929 | 35 Days * | 1.52% |
| Investment Pools - TexSTAR | 10,592,078 | 24 Days * | 1.50% |
| Certificates of Deposits | 0 | 0 Days | 0.00% |
| | 33,061,627 | 33 Days | 1.54% |

Benchmark - 4 Week Treasury Bills - Secondary Market @ March 31, 2018 1.62%

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

| | Interest Earned |
|--|--------------------|
| <u>Total Return On Investment</u> | |
| Cash | 7,328 |
| Marketable Securities | 0 |
| Investment Pools - Texas CLASS | 43,919 |
| Investment Pools - TexPool | 23,798 |
| Investment Pools - TexSTAR | 27,514 |
| Certificates of Deposits | 0 |
| Total Return on Investment | 102,559 |

///

CITY OF LOCKHART
Cash Accounts (as reconciled to BOTO)
For the Quarter Ended March 31, 2018

| General Operating Account - BOTO | | <u>Value</u> |
|---|----|--------------|
| January 1, 2018 | \$ | 5,375,665 |
| Deposits | | 8,176,028 |
| Withdrawals | | (12,063,047) |
| Interest Earned | | 7,328 |
| March 31, 2018 | \$ | 1,495,974 |

| Total Cash Accounts | | <u>Value</u> |
|----------------------------|----|--------------|
| January 1, 2018 | \$ | 5,375,665 |
| Deposits | | 8,176,028 |
| Withdrawals | | (12,063,047) |
| Interest Earned | | 7,328 |
| March 31, 2018 | \$ | 1,495,974 |

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

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

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

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

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

| TexPool | | | | | |
|-----------------|-------------------|---------------------|------------------------|--------------------------------|------------------------------|
| | <u>Book Value</u> | <u>Market Value</u> | <u>Net Asset Value</u> | <u>Weighted Aver. Maturity</u> | <u>Average Monthly Yield</u> |
| January 1, 2018 | 5,388,615 | 5,388,184 | 0.99992 | 33 Days | 1.1764% |
| Deposits | 8,000,000 | | | | |
| Withdrawals | (2,959,484) | | | | |
| Interest Earned | 23,798 | | | | |
| March 31, 2018 | 10,452,929 | 10,450,943 | 0.99981 | 35 Days | 1.5156% |

| Texas CLASS | | | | | |
|--------------------|-------------------|---------------------|------------------------|--------------------------------|------------------------------|
| | <u>Book Value</u> | <u>Market Value</u> | <u>Net Asset Value</u> | <u>Weighted Aver. Maturity</u> | <u>Average Monthly Yield</u> |
| January 1, 2018 | 10,476,727 | 10,475,193 | 0.99985 | 53 Days | 1.3017% |
| Deposits | 0 | | | | |
| Withdrawals | 0 | | | | |
| Interest Earned | 43,919 | | | | |
| March 31, 2018 | 10,520,645 | 10,520,645 | 1.00000 | 46 Days | 1.7500% |

| TexSTAR | | | | | |
|-----------------|-------------------|---------------------|------------------------|--------------------------------|------------------------------|
| | <u>Book Value</u> | <u>Market Value</u> | <u>Net Asset Value</u> | <u>Weighted Aver. Maturity</u> | <u>Average Monthly Yield</u> |
| January 1, 2018 | 10,564,564 | 10,564,395 | 0.99998 | 36 Days | 1.1762% |
| Deposits | 0 | | | | |
| Withdrawals | 0 | | | | |
| Interest Earned | 27,514 | | | | |
| March 31, 2018 | 10,592,078 | 10,590,934 | 0.99989 | 24 Days | 1.4995% |

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

Holdings During the Quarter

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

Purchases

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

Maturities

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

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City of Lockhart
Investment Pools
Standard and Poor's Ratings

| <u>Month</u> | <u>TexPool</u> | <u>TexSTAR</u> | <u>Texas CLASS</u> |
|--------------|----------------|----------------|--------------------|
| April-17 | AAAm | AAAm | AAAm |
| May-17 | AAAm | AAAm | AAAm |
| June-17 | AAAm | AAAm | AAAm |
| July-17 | AAAm | AAAm | AAAm |
| August-17 | AAAm | AAAm | AAAm |
| September-17 | AAAm | AAAm | AAAm |
| October-17 | AAAm | AAAm | AAAm |
| November-17 | AAAm | AAAm | AAAm |
| December-17 | AAAm | AAAm | AAAm |
| January-18 | AAAm | AAAm | AAAm |
| February-18 | AAAm | AAAm | AAAm |
| March-18 | AAAm | AAAm | AAAm |

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

| <u>Month</u> | <u>BOTO Collateralization *</u> |
|--------------|-------------------------------------|
| April-17 | AA+ |
| May-17 | AA+ |
| June-17 | AA+ |
| July-17 | AA+ |
| August-17 | AA+ |
| September-17 | AA+ |
| October-17 | AA+ |
| November-17 | AA+ |
| December-17 | AA+ |
| January-18 | AA+ |
| February-18 | AA+ |
| March-18 | AA+ |

* Includes various Government Agency bonds



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | | |
|--|--------------------------|---------------------|---|---|
| CITY SECRETARY'S USE ONLY | | Reviewed by Finance | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | Reviewed by Legal | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Dates: May 15, 2018 | | | | |
| Department: Public Works/Water-Wastewater | | | Initials | Date |
| Department Head: Sean P. Kelley | | Asst. City Manager | | |
| Dept. Signature: <i>Sean Kelly</i> | | City Manager | | <i>SK</i> |
| Agenda Item Coordinator/Contact (include phone #): Sean P. Kelley | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER | | | | |
| CAPTION | | | | |
| Discussion and/or action regarding recommendation to award bid to Fuquay, Inc., of New Braunfels, Texas, in the amount of \$148,071.20 for street repairs and paving consisting of 980 SY of 10" Mill, 980 SY of 8" type B Black Base, 8,280 SY of 2" HMAC, 7,300 SY of Underseal on Mockingbird Lane, San Jacinto Street, Cibilo Street and Prairie Lea Street, and appointing the Mayor to sign all contractual documents. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS | TOTALS |
| Budget | | | | \$0.00 |
| Budget Amendment Amount | | | | \$0.00 |
| Encumbered/Expended Amount | | | | \$0.00 |
| This Item | | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): | | | | |
| SUMMARY OF ITEM | | | | |
| These street repairs are part of the 2018 Street Improvement Projects approved by Council. Bids were advertised in compliance with State Law for the paving and repairs of Mockingbird Lane, San Jacinto Street, Cibilo Street and Prairie Lea Street. Four (4) bids were received ranging from \$148,071.20 to \$230,0578. The lowest bid was submitted by Fuquay, Inc. This company has a commendable reputation in the construction business along with the personnel and equipment to get the job done successfully and on time. | | | | |
| STAFF RECOMMENDATION | | | | |
| City Engineer Charles Scheler and Interim Public Works Director Sean Kelley recommend approval of the bid award to Fuquay, Inc. in the amount of \$148,071.20. | | | | |
| List of Supporting Documents: City Engineer Recommendation Letter, Bid Tab | | | Other Departments, Boards, Commissions or Agencies: | |

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T.B.P.E. #F-8632
 505 East Huntland Drive
 Suite 250
 Austin, TX 78752

513.474.8115
 513.474.8111
 www.trcgroup.com

May 9, 2018

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

**RE: 2018 Street Improvements Project
 Bid Award Consideration**

Dear Vance:

Four (4) sealed bids were received at Lockhart City Hall on May 8, 2018 at 11:00 A.M. for the above-referenced project. The project bids range from \$148,071.20 to \$230,578.00. A detailed bid tabulation is attached.

The project consists of approximately 980 SY of 10" Mill, 980 SY of 8" Type B Black Base, 8,280 SY of 2" HMAC, 7,300 SY of 2" Mill, and 7,300 SY of underseal on Mockingbird Lane, San Jacinto Street, Cibilo Street and Prairie Lea Street.

The low bid is below TRC's recent cost estimate for the project of \$175,000. Fuquay, Inc., the low bidder, has done satisfactory paving work for the City in the past.

With the above items considered it is recommended that the City award a contract to Fuquay, Inc. in the amount of \$148,071.20 for the 2018 Street Improvements project. The contractor has provided a bid bond and will be required to furnish a Performance Bond and Payment Bond to the City.

If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

Charles W. Scheler, P.E.
 Senior Project Manager

Enclosures: Bid Tab

City of Lockhart
 2018 Street Improvements Project
 Bid Tabulation
 May 8, 2018 - 11:00 A.M.



| | | | | Fuquay, Inc. 4861 Old Hwy. 81 New Braunfels, Texas 78132 | | Lone Star Paving 11675 Jollyville Rd., Ste. 205 Austin, Texas 78759 | |
|-----------------------|------------------------------------|-------|------|--|---------------------|---|---------------------|
| Item | Item Description | Qty. | Unit | Unit Price | Total | Unit Price | Total |
| P.1 | Mill Existing Streets (0-2" depth) | 7,300 | SY | \$2.55 | \$18,615.00 | \$3.95 | \$28,835.00 |
| P.2 | Mill Existing Streets (10" depth) | 980 | SY | \$12.75 | \$12,495.00 | \$11.06 | \$10,838.80 |
| P.3 | 8" Hot Mix Asphaltic Concrete | 980 | SY | \$34.75 | \$34,055.00 | \$41.36 | \$40,532.80 |
| P.4 | Polymer Modified Under Seal | 7,300 | SY | \$1.25 | \$9,125.00 | \$1.30 | \$9,490.00 |
| P.5 | 2" Hot Mix Asphaltic Concrete | 8,280 | SY | \$8.79 | \$72,781.20 | \$10.16 | \$84,124.80 |
| P.6 | Manhole Adjustment | 1 | EA | \$500.00 | \$500.00 | \$1,128.50 | \$1,128.50 |
| P.7 | Water Valves Adjustment | 1 | EA | \$500.00 | \$500.00 | \$789.95 | \$789.95 |
| TOTAL PROPOSAL | | | | | \$148,071.20 | | \$175,739.85 |

| | | | | Alpha Paving Industries, LLC P.O. Box 6565 Round Rock, Texas 78683 | | Austin Materials, LLC 9020 N. Capital of Hwy., Bldg. II, Ste. 250 Austin, Texas 78759 | |
|-----------------------|------------------------------------|-------|------|--|---------------------|---|---------------------|
| Item | Item Description | Qty. | Unit | Unit Price | Total | Unit Price | Total |
| P.1 | Mill Existing Streets (0-2" depth) | 7,300 | SY | \$3.50 | \$25,550.00 | \$4.10 | \$29,930.00 |
| P.2 | Mill Existing Streets (10" depth) | 980 | SY | \$9.00 | \$8,820.00 | \$22.20 | \$21,756.00 |
| P.3 | 8" Hot Mix Asphaltic Concrete | 980 | SY | \$39.00 | \$38,220.00 | \$47.80 | \$46,844.00 |
| P.4 | Polymer Asphalt Under Seal | 7,300 | SY | \$1.65 | \$12,045.00 | \$4.10 | \$29,930.00 |
| P.5 | 2" Hot Mix Asphaltic Concrete | 8,280 | SY | \$14.50 | \$120,060.00 | \$11.85 | \$98,118.00 |
| P.6 | Manhole Adjustment | 1 | EA | \$1,000.00 | \$1,000.00 | \$2,500.00 | \$2,500.00 |
| P.7 | Water Valves Adjustment | 1 | EA | \$500.00 | \$500.00 | \$1,500.00 | \$1,500.00 |
| TOTAL PROPOSAL | | | | | \$206,195.00 | | \$230,578.00 |

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Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | | |
|--|--------------------------|---|------------------------------|---|
| CITY SECRETARY'S USE ONLY | | Reviewed by Finance | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | Reviewed by Legal | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Dates: May 15, 2018 | | | | |
| Department: Public Works/Water-Wastewater | | | Initials | Date |
| Department Head: Sean P. Kelley | | Asst. City Manager | | |
| Dept. Signature: <i>Sean Kelly</i> | | City Manager | | <i>SK</i> <i>5-11-18</i> |
| Agenda Item Coordinator/Contact (include phone #): Sean P. Kelley | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER | | | | |
| CAPTION | | | | |
| Discussion and/or action to consider approval of a Buy Board purchase of a Case 590SN Backhoe for a price of \$103,725.64 to be paid with 2015 Capital Outlay Funds. This backhoe would replace a unit that is more than 20 years old. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS | TOTALS |
| Budget | | | | \$0.00 |
| Budget Amendment Amount | | | | \$0.00 |
| Encumbered/Expended Amount | | | | \$0.00 |
| This Item | | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): 2015 CO Funds | | | | |
| SUMMARY OF ITEM | | | | |
| The oldest backhoe in the department's fleet was purchased back in 1997(21 years old). It has been used for multiple projects 2015 CO projects. This backhoe has undergone several repairs during this time including the replacement of multiple hydraulic components, several cylinder replacements, hose replacements and other various repairs. Staff uses these backhoes to repair water services, water mains, leaks at the well fields, sewer services, sewer mains, and maintenance projects for both water and wastewater. There is substantial saving by doing maintenance and replacement projects in-house. The savings by having City Staff do these types of projects over the 5 years has totaled more than \$147,000. The capabilities of the new backhoe would include 4-wheel drive and an extendable rear backhoe boom. This new backhoe would be used for future water and wastewater projects, maintenance of the existing lines in town and could be used to save money by performing some of the CO projects in-house. The best price for equipment is through Buy Board which has already gone through the public bidding process. The price for the unit is \$103,725.64. | | | | |
| STAFF RECOMMENDATION | | | | |
| City Manager and Water/Wastewater Superintendent Sean Kelley respectfully recommend approval of the purchase as stated | | | | |
| List of Supporting Documents: Breakdown of Projects Performed, Proposed Purchase Information | | Other Departments, Boards, Commissions or Agencies: | | |

121

City of Lockhart
Water/Wastewater
In-House Projects
Last 5 Years

123

| Project | From | To | L.F. | Material Cost | City's Labor | Contractor's Labor | City's Total | Contractor's Total | Savings |
|--------------------------|--------------|---------------------|--------|---------------|--------------|--------------------|--------------|--------------------|--------------|
| 8" Water Main-N. Main | Walnut | San Antonio | 350' | \$7,370.15 | \$4,771.20 | \$13,629.85 | \$12,141.35 | \$24,000.00 | \$11,858.65 |
| 12" Water Main-SH142 | Cesar Chavez | Winsor | 1,200' | \$47,645.00 | \$12,268.80 | \$36,355 | \$59,913.80 | \$84,000.00 | \$24,086.20 |
| 6" Water Main- Frio | Market | San Antonio | 250' | \$6,886.00 | \$2,726.40 | \$3,114.00 | \$9,612.40 | \$11,500.00 | \$1,887.60 |
| 8" Water Main-E. Walnut | Carver | Dead-End | 665' | \$16,300.28 | \$8,179.20 | \$24,449.72 | \$24,479.48 | \$40,750.00 | \$16,270.52 |
| 8" Water Main- W. Walnut | Commerce | Church/San Antonio | 950' | \$18,780.68 | \$8,179.20 | \$31,719.32 | \$26,959.88 | \$50,500.00 | \$23,540.12 |
| 8" Water Main-Pine | Blanco | Comal | 550' | \$12,515.30 | \$6,816.00 | \$22,484.70 | \$19,331.30 | \$35,000 | \$15,668.70 |
| 12" Water Main-SH130 | Cesar Chavez | Maple | 1,000' | \$18,920.24 | \$8,179.20 | \$42,579.76 | \$27,099.44 | \$61,500.00 | \$34,400.56 |
| 6" Sewer Main-E. Market | Carver | Town Branch | 400' | \$7,756.00 | \$2,862.72 | \$10,244 | \$10,618.72 | \$18,000 | \$7,381.28 |
| 8" Sewer Main-Pine | Blanco | Comal | 700' | \$24,665.76 | \$8,179.20 | \$20,844.24 | \$32,844.96 | \$45,500.00 | \$12,655.04 |
| 12" Sewer Main-N. Church | Pecan | 300 Block N. Church | 450' | \$7,362.64 | In-Progress | | N/A | | N/A |
| | | | | \$168,202.05 | \$62,161.92 | \$205,420.59 | \$223,001.33 | \$370,750 | \$147,748.67 |





Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | | |
|--|--------------------------|---|------------------------------|---|
| CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | Reviewed by Finance | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| | | Reviewed by Legal | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Dates: May 15, 2018 | | | | |
| Department: City Manager | | | Initials | Date |
| Department Head: Vance Rodgers | | Asst. City Manager | | |
| Dept. Signature: <i>Vance Rodgers</i> | | City Manager | | <i>VR</i> 5-10-2018 |
| Agenda Item Coordinator/Contact (include phone #): Vance Rodgers | | | | |
| ACTION REQUESTED: <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 | | | | |
| CAPTION | | | | |
| Discussion and/or action to consider appointment of Erin Westmoreland as Associate Municipal Court Judge | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS | TOTALS |
| Budget | | | | \$0.00 |
| Budget Amendment Amount | | | | \$0.00 |
| Encumbered/Expended Amount | | | | \$0.00 |
| This Item | | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): | | | | |
| SUMMARY OF ITEM | | | | |
| Erin Westmoreland has almost eight years of experience in the Lockhart Municipal Court. She was promoted to Municipal Court Manager almost one year ago. There times when Judge Coggins must be absent from the Court, and the Associate Judge can step in and handle the Court's business. If approved, Ms. Westmoreland would start her required training as soon as classes are available. The stipend for this additional duty would be \$500 per month as previously approved by Council. The City Manager has discussed this issue with Municipal Court Judge Coggins and he concurs with recommending Ms. Westmoreland's appointment. | | | | |
| STAFF RECOMMENDATION | | | | |
| City Manager respectfully requests approval of the requested appointment of Ms. Erin Westmoreland as Associate Municipal Court Judge. | | | | |
| List of Supporting Documents: Qualifications. | | Other Departments, Boards, Commissions or Agencies: | | |

organization of the municipal court personnel, however, consists of the following officers of the court: judge(s), court clerk(s), prosecutor(s), bailiff(s), warrant officer(s), and defense counsel.

B. The Judge

The judge is responsible for presiding over trials and other court proceedings, for performing certain magistrate functions, and for the general administration of the court. Municipal judges are public officials.

1. Qualifications and Selection

Separate statutory authorization for the selection of municipal judges exists for home-rule cities and for general-law cities. A home-rule city can designate in its city charter whether the municipal judge is elected or appointed. Sec. 29.004(a), G.C. The judge and any alternate judges of a municipal court in a home-rule city are selected under the city's charter provisions. The judge shall be known as the "judge of the municipal court" unless the municipality by charter provides for another title. Sec. 29.004(a), G.C.

In a general-law city, the mayor is the ex-officio judge of the municipal court unless the city passes an ordinance providing for the election or appointment of a judge. If the municipality authorizes an election, the judge must be elected in the same manner and for the same term as the mayor. If the municipality authorizes an appointment, the mayor ceases to be judge on the enactment of the ordinance. The first elected or appointed judge serves until the expiration of the mayor's term. Sec. 29.004(b), G.C.

If a municipal judge of a general-law city is temporarily unable to act, the governing body may appoint one or more persons meeting the qualifications for the position to sit for the regular municipal judge. The appointee has all powers and duties of the office and is entitled to compensation. Sec. 29.006, G.C.

There are no statutory qualifications for a municipal judge; in fact, about half of all municipal judges are not attorneys. The municipality may establish the qualifications for the judge by charter or ordinance. The only statutory qualifications apply to a municipal court of record, in which case the judge must be a resident of Texas, a U. S. citizen, a licensed attorney in good standing, and have two or more years of experience in the practice of law in this State. Sec. 30.00006, G.C.

Both courts of record and courts of non-record may appoint multiple judges. Secs. 29.007 and 30.00006, G.C. When there is more than one judge in a municipality, one judge is generally designated the presiding judge or the administrative judge. As the chief administrator for the court, the presiding judge is responsible for organizing and scheduling court activities, developing and maintaining policies and procedures, allocating the workload, assigning cases to the various courts, supervising court support personnel, and performing a variety of other administrative functions.

2. Term of Office

A municipal judge's term of office is two years unless the municipality provides for a longer term—up to four years—pursuant to Article XI, Section 11 of the Texas Constitution and Section 29.005 of the Government Code. The term of office for judges in municipal courts of record is



**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | | |
|---|--------------------------|--|---|--------|
| CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | Reviewed by Finance | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable | |
| | Reviewed by Legal | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable | |
| Council Meeting Date: May 15, 2018 | | | | |
| Department: Economic Development | | Initials | Date | |
| Department Head: Robert Tobias | Asst. City Manager | | | |
| Dept. Signature: <i>[Signature]</i> | City Manager | <i>[Signature]</i> | <i>5-10-18</i> | |
| Agenda Item Coordinator/Contact (include phone #): Robert Tobias (512) 376-0856 | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER | | | | |
| CAPTION | | | | |
| Discussion and/or action regarding Resolution 2018-10 approving a Type B project under Section 4B of the Texas Economic Development Corporation Act of 1979, as amended, for funding of Lockhart Emergency Care Center, LLC in an amount not to exceed \$466,000 based on a \$11.3 million capital investment (includes \$1.3 million of land purchase) in the project with a minimum of 30 new full-time equivalent (FTE) jobs at an average hourly wage of \$30.00 to be created and retained for a minimum of ten (10) years. (SECOND READING) | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS | TOTALS |
| Budget | | | | \$0.00 |
| Budget Amendment Amount | | | | \$0.00 |
| Encumbered/Expended Amount | | | | \$0.00 |
| This Item | | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): LEDC, other | | | | |
| SUMMARY OF ITEM | | | | |
| The Lockhart Economic Development Corporation (LEDC) held the required public hearing and unanimously approved LEDC Resolution 2018-03 at its recent board meeting on April 23, 2018. The LEDC received input from representatives of Lockhart Emergency Care Center, LLC, inputs from staff, and reviewed the Economic Impact Data Sheet. | | | | |
| STAFF RECOMMENDATION | | | | |
| Staff respectfully recommends approval of Resolution 2018-10 as presented. | | | | |
| List of Supporting Documents: Resolution 2018-10, LEDC Resolution 2018-03, Public Hearing Notice and Economic Impact Data Sheet | | Other Departments, Boards, Commissions or Agencies: Lockhart Economic Development Corporation | | |

RESOLUTION NO. 2018-10

A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS FOR FUNDING UP TO \$466,000 FOR LOCKHART EMERGENCY CARE CENTER LLC (LECC) UNDER THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, AS AMENDED, FOR INFRASTRUCTURE IMPROVEMENTS THAT ARE REQUIRED OR SUITABLE FOR THE DEVELOPMENT, RETENTION, OR EXPANSION OF FACILITIES TO PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES, AND TO CREATE AND MAINTAIN NEW JOBS

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

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

WHEREAS, LEDC approved a project named LECC after proper public notice and a public hearing on April 23, 2018, for an incentive amount not to exceed \$466,000 based on a \$11.3 million investment, (includes \$1.3 million for land), with up to 30 new full-time equivalent (FTE) jobs with an average hourly wage of \$30.00 to be created and retained for a minimum of ten (10) years; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Lockhart City Council as follows:

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

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

The LEDC shall pay up to \$466,000 for infrastructure and other development costs subject to the conditions as set out in Exhibit A Economic Development Performance Agreement attached hereto and in Chapters 501, 504, and 505 of the Texas Economic Development Corporation Act of 1979.

PASSED AND ADOPTED at a meeting of the Lockhart City Council held on this _____ day of _____, 2018.

City of Lockhart

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Peter Gruning, City Attorney

EXHIBIT A

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Performance Agreement ("Agreement") is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS ("LEDC"), a Type B Economic Development Corporation and LOCKHART EMERGENCY CARE CENTER LLC (LECC).

RECITALS

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

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

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

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

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

AGREEMENTS

Section 1. Recitals

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

Section 2: Term

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

Section 3. LEDC Requirements

In consideration of LOCKHART EMERGENCY CARE CENTER LLC (LECC) agreement to locate its business within the City and to perform the other acts hereinafter described, LEDC agrees it will provide incentives up to \$466,000 (\$100,000 of which is for City Line Road Realignment) for land, building, infrastructure, and other associated development costs in consideration of LECC creating up to 30 FTE jobs with an average hourly wage of \$30.00 which are subject to the conditions set out herein and in Chapter 505 of the Local Government Code (formerly Section 4B, of the Texas Economic Development Corporation Act of 1979). The amount of financial incentive benefits that LECC will retain from the LEDC project funds is subject to the number of jobs created, as described in 4(b) below.

Section 4. LOCKHART EMERGENCY CARE CENTER LLC (LECC) Requirements

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

- (a) To locate and construct a building and other improvements in City of Lockhart;
- (b) To employ up to 30 Full Time Equivalent ("FTE") employees at an average hourly wage of \$30.00 from the date that LECC opens for business and to continue employing at least that number thereafter until the end of the term of this Agreement. The term "Full Time Equivalent," as used in this Agreement, shall mean employment worked by one or more people during a calendar year that is equal to a total of at least 2,080 hours;
- (c) To keep current in the payment of taxes owed to any taxing jurisdiction in which the Property is located.

Section 5. Recapture/Termination

(a) In the event that LOCKHART EMERGENCY CARE CENTER LLC (LECC) begins operating its business, but subsequently discontinues operating its business in such for any reason (a "Business Interruption"), except as a result of fire, explosion, or other casualty or accident, force majeure or other natural disaster, war or civil unrest, a taking under eminent domain, regulatory restrictions of any applicable governmental entity which makes conduct of the LECC illegal or economically untenable, or other event beyond the reasonable control of LECC: (the "Business Interruption Exceptions") for a period of more than one hundred eighty (180) days during the duration of this Agreement, then in such event LECC shall be required to repay to LEDC any monies

expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following the expiration of such period.

(b) In the event that LECC shall fail to repay the LEDC within thirty (30) days of the date such repayment is due, LECC hereby agrees that the LEDC may place a lien on the Properties for full repayment of any monies expended. The burden shall be upon LECC to prove to the satisfaction of the LEDC that the discontinuance of operating its business was a result of one of the Business Interruption Exceptions. In the event LECC meets this burden and the LEDC is satisfied that the discontinuance of the operation of the manufacturing facility was the result of events beyond the control of LECC, the parties shall commemorate such satisfaction in a document signed and dated by the Parties. LECC shall then have a period of one (1) year from the date operations of its business were discontinued in which to resume business operations.

(c) In the event that following a Business Interruption which may reasonably be cured within one year of the cessation of business operations, business operations fail to resume within one (1) year, LECC shall be required to repay LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following the expiration of the one year period. In the event that LECC shall fail to timely repay the LEDC, LECC hereby agrees that the LEDC may place a lien on the Properties for full payment of such monies.

(d) In the event that LECC allows ad valorem taxes owed to the City of Lockhart, Texas on the Property, or its business personal property or inventory to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, LECC shall be required to repay LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following such event. In the event that LECC shall fail to timely repay the LEDC, LECC hereby agrees that the LEDC may place a lien on LECC assets for full payment of such monies.

Section 6. Certification of Compliance by LOCKHART EMERGENCY CARE CENTER LLC (LECC)

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

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

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

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

Section 8. Entire Agreement

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

Section 9. Successors and Assigns

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

Section 10. Notices

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

LOCKHART EMERGENCY CARE CENTER LLC (LECC):
Chief Operations Officer
LOCKHART EMERGENCY CARE CENTER
LLC (LECC)
22100 Bulverde Road
San Antonio, Texas 78259

Lockhart Economic Development Corporation:

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

Section 11. Interpretation

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

Section 12. Severability

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

Section 13. Mutual Assistance

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

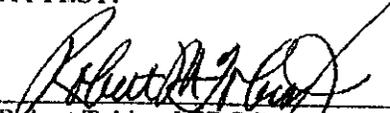
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 23 day of April, 2018.

THE LOCKHART ECONOMIC
DEVELOPMENT CORPORATION:



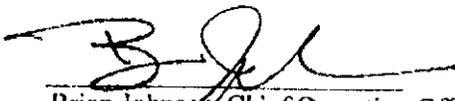
Vance Rodgers, LEDC President

ATTEST:



Robert Tobias, LEDC Secretary

LOCKHART EMERGENCY CARE CENTER
LLC (LECC):

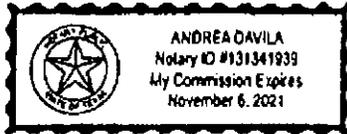


Brian Johnson, Chief Operating Officer

State of Texas §
County of Caldwell §

The foregoing instrument was acknowledged before me this 23 day of April, 2018, by Vance Rodgers, known to me to be the President of the Lockhart Economic Development Corporation (LEDC) of Lockhart, Texas.

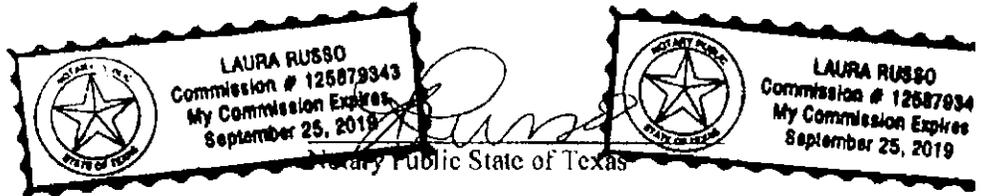
Andrea Davila
Notary Public State of Texas



My Commission expires:
November 6, 2021

State of Texas §
County of Bexar §

The foregoing instrument was acknowledged before me this 24 day of April, 2018, by Brian Johnson, known to me to be the Chief Operations Officer of LOCKHART EMERGENCY CARE CENTER LLC (LECC), acting on behalf of such corporation.



My Commission expires:
9/25/19

Lockhart Emergency Care Center, LLC
LEDC New Project Incentives
April 23, 2018

Exhibit A

| <u>Type</u> | <u>Estimate Up To</u> | <u>Reimbursement Notes</u> |
|-----------------------------------|-----------------------|---|
| Impact Fees | \$ 50,000 | Road, Water, Sewer Impact Fees |
| Bldg Permit Fees | \$ 31,000 | Based on \$10.0 million dollar facility |
| Utility Taps | \$ 5,000 | Water, Sewer, Electric |
| Transformers (primary) | \$ 30,000 | Electric Service |
| Infrastructure (other) | \$ 350,000 | *Drainage and other infrastructure |
| | | |
| Total Potential Incentives | \$ 466,000 | |

* All potential incentives subject to approval by governing entities which will consider the investment amount and the number of new jobs created including their average wage. Required 30 jobs initially and 38 jobs at end of 5th year with average wage of \$30 per hour. Will be reimbursed for fees, taps, and transformers up to the amounts listed. \$100,000 of the Infrastructure (other) amount will be used as developer's share of realignment of City Line Road. Balance of \$250,000 will be paid based on proof of \$10 million investment not including land.

* \$100,000 Toward City Line Road realignment

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HISTORY

**LOCKHART ECONOMIC DEVELOPMENT CORPORATION
PUBLIC HEARING NOTICE**

The Directors of the Lockhart Economic Development Corporation (LEDC) will conduct a public hearing on Monday, April 23, 2018, at 6:00 p.m. in the Glosserman Room at Lockhart City Hall, 308 West San Antonio Street, Lockhart, Texas to discuss a project under Section 4B of the Texas Economic Development Corporation Act of 1979.

The Public Hearing is to consider a new project, Project Service, which is considering an expansion to Lockhart. The company plans a capital investment estimated at \$11,300,000 (includes \$1,300,000 for purchase of land) and the company will create up to 30 new jobs. The LEDC will be considering possible reimbursable incentives to be offered to the company to help facilitate their investment and expansion to Lockhart.

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

Lockhart Economic Development Corporation

HISTORY

2. OPEN EXECUTIVE SESSION

Open Executive Session at 6:03PM.

3. CLOSE EXECUTIVE SESSION

Close Executive Session at 6:14PM.

3. PUBLIC HEARING



- A. Hold a public hearing regarding the proposed development of the Lockhart Emergency Care Center, LLC that includes an estimated capital investment of \$11.3 million (includes \$1.3 million for the purchase of land) and will create 30 new full-time equivalent jobs with an average wage of \$30 per hour.

Open Public Hearing at 6:14 PM.

Is there anyone present who would like to speak in opposition to the proposed project and incentives? There was none.

Is there anyone present who has not spoken that is in favor of the proposed project and incentives? There was none.

Close Public Hearing at 6:16 PM.

4. DISCUSSION AND/OR ACTION



- A. Discussion regarding LEDC Resolution 2018-02 rescinding LEDC Resolution 2017-08 related to the Lockhart Emergency Care Center, LLC project and associated Performance Agreement funding up to \$393,000 for land, infrastructure improvements, and related development costs that are or suitable for the development, retention or expansion of facilities to promote or develop new or expanded business enterprises, and to create and maintain new jobs.

Motion to approve LEDC Resolution 2018-02 rescinding LEDC Resolution 2017-08

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

- B. Discussion and/or action to consider LEDC Resolution 2018-03 approving the Lockhart Emergency Care Center, LLC project and associated Performance Agreement for funding up to \$466,000 for land, infrastructure, improvements, and related development costs that are required or suitable for the development, retention or expansion of facilities to promote or develop new or expanded business enterprises, and to create and maintain new jobs.

Motion to approve LEDC Resolution 2018-03 as presented

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

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)

DRAFT MINUTES
MONDAY, April 23, 2018 - 6:00 P.M.
DOWNSTAIRS GLOSSERMAN ROOM
308 WEST SAN ANTONIO STREET

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**LOCKHART ECONOMIC DEVELOPMENT CORPORATION
RESOLUTION NO. 2018-03**

A RESOLUTION OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC) FOR FUNDING UP TO \$466,000 FOR LOCKHART EMERGENCY CARE CENTER LLC (LECC) UNDER THE TEXAS ECONOMIC DEVELOPMENT CORPORATION ACT OF 1979, AS AMENDED, FOR INFRASTRUCTURE IMPROVEMENTS THAT ARE REQUIRED OR SUITABLE FOR THE DEVELOPMENT, RETENTION, OR EXPANSION OF FACILITIES TO PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES, AND TO CREATE AND MAINTAIN NEW JOBS

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

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

WHEREAS, LEDC approved a project named LECC after proper public notice and a public hearing on April 23, 2018, for an incentive amount not to exceed \$466,000 based on a \$11.3 million investment, (includes \$1.3 million for land), with up to 30 new full-time equivalent (FTE) jobs with an average hourly wage of \$30.00 to be created and retained for a minimum of ten (10) years; and

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

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

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

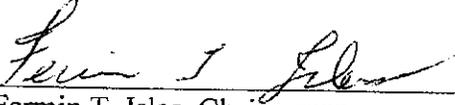
SECTION 2. The infrastructure improvements project costs and other associated development costs are HEREBY APPROVED as follows:

The LEDC shall pay up to \$466,000 for infrastructure and other development costs subject to the conditions as set out in Exhibit A Economic Development Performance Agreement attached hereto and in Chapters 501, 504, and 505 of the Texas Economic Development Corporation Act of 1979.

LEDC Resolution
2018-03

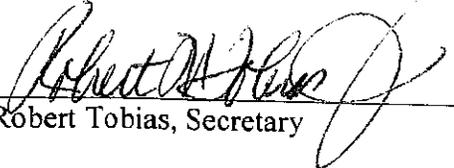
PASSED AND ADOPTED at a meeting of the Lockhart Economic Development Corporation held on this 13 day of April, 2018.

Lockhart Economic Development Corporation

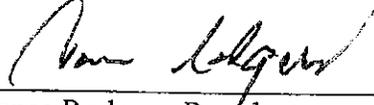


Fermin T. Islas, Chairperson

Attest:



Robert Tobias, Secretary



Vance Rodgers, President

EXHIBIT A

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Performance Agreement ("Agreement") is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS ("LEDC"), a Type B Economic Development Corporation and LOCKHART EMERGENCY CARE CENTER LLC (LECC).

RECITALS

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

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

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

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

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

AGREEMENTS

Section 1. Recitals

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

Section 2: Term

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

Section 3. LEDC Requirements

In consideration of LOCKHART EMERGENCY CARE CENTER LLC (LECC) agreement to locate its business within the City and to perform the other acts hereinafter described, LEDC agrees it will provide incentives up to \$466,000 (\$100,000 of which is for City Line Road Realignment) for land, building, infrastructure, and other associated development costs in consideration of LECC creating up to 30 FTE jobs with an average hourly wage of \$30.00 which are subject to the conditions set out herein and in Chapter 505 of the Local Government Code (formerly Section 4B, of the Texas Economic Development Corporation Act of 1979). The amount of financial incentive benefits that LECC will retain from the LEDC project funds is subject to the number of jobs created, as described in 4(b) below.

Section 4. LOCKHART EMERGENCY CARE CENTER LLC (LECC) Requirements

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

- (a) To locate and construct a building and other improvements in City of Lockhart;
- (b) To employ up to 30 Full Time Equivalent ("FTE") employees at an average hourly wage of \$30.00 from the date that LECC opens for business and to continue employing at least that number thereafter until the end of the term of this Agreement. The term "Full Time Equivalent," as used in this Agreement, shall mean employment worked by one or more people during a calendar year that is equal to a total of at least 2,080 hours;
- (c) To keep current in the payment of taxes owed to any taxing jurisdiction in which the Property is located.

Section 5. Recapture/Termination

(a) In the event that LOCKHART EMERGENCY CARE CENTER LLC (LECC) begins operating its business, but subsequently discontinues operating its business in such for any reason (a "Business Interruption"), except as a result of fire, explosion, or other casualty or accident, force majeure or other natural disaster, war or civil unrest, a taking under eminent domain, regulatory restrictions of any applicable governmental entity which makes conduct of the LECC illegal or economically untenable, or other event beyond the reasonable control of LECC: (the "Business Interruption Exceptions") for a period of more than one hundred eighty (180) days during the duration of this Agreement, then in such event LECC shall be required to repay to LEDC any monies

expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following the expiration of such period.

(b) In the event that LECC shall fail to repay the LEDC within thirty (30) days of the date such repayment is due, LECC hereby agrees that the LEDC may place a lien on the Properties for full repayment of any monies expended. The burden shall be upon LECC to prove to the satisfaction of the LEDC that the discontinuance of operating its business was a result of one of the Business Interruption Exceptions. In the event LECC meets this burden and the LEDC is satisfied that the discontinuance of the operation of the manufacturing facility was the result of events beyond the control of LECC, the parties shall commemorate such satisfaction in a document signed and dated by the Parties. LECC shall then have a period of one (1) year from the date operations of its business were discontinued in which to resume business operations.

(c) In the event that following a Business Interruption which may reasonably be cured within one year of the cessation of business operations, business operations fail to resume within one (1) year, LECC shall be required to repay LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following the expiration of the one year period. In the event that LECC shall fail to timely repay the LEDC, LECC hereby agrees that the LEDC may place a lien on the Properties for full payment of such monies.

(d) In the event that LECC allows ad valorem taxes owed to the City of Lockhart, Texas on the Property, or its business personal property or inventory to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, LECC shall be required to repay LEDC any monies expended by the LEDC under Section 3 of this Agreement within thirty (30) days of written demand therefore following such event. In the event that LECC shall fail to timely repay the LEDC, LECC hereby agrees that the LEDC may place a lien on LECC assets for full payment of such monies.

Section 6. Certification of Compliance by LOCKHART EMERGENCY CARE CENTER LLC (LECC)

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

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

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

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

Section 8. Entire Agreement

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

Section 9. Successors and Assigns

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

Section 10. Notices

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

LOCKHART EMERGENCY CARE CENTER LLC (LECC):
Chief Operations Officer
LOCKHART EMERGENCY CARE CENTER
LLC (LECC)
22100 Bulverde Road
San Antonio, Texas 78259

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

Section 11. Interpretation

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

Section 12. Severability

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

Section 13. Mutual Assistance

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 23 day of April, 2018.

THE LOCKHART ECONOMIC
DEVELOPMENT CORPORATION:

ATTEST:



Vance Rodgers, LEDC President



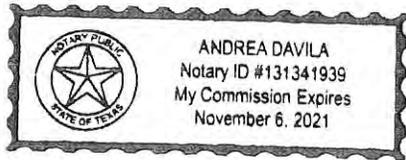
Robert Tobias, LEDC Secretary

LOCKHART EMERGENCY CARE CENTER
LLC (LECC):

Brian Johnson, Chief Operating Officer

State of Texas §
 §
County of Caldwell §

The foregoing instrument was acknowledged before me this 17 day of April, 2018, by Vance Rodgers, known to me to be the President of the Lockhart Economic Development Corporation (LEDC) of Lockhart, Texas.



Andrea Davila
Notary Public State of Texas

My Commission expires:
November 6, 2021

State of Texas §
 §
County of _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Brian Johnson, known to me to be the Chief Operations Officer of LOCKHART EMERGENCY CARE CENTER LLC (LECC), acting on behalf of such corporation.

Notary Public State of Texas

My Commission expires:

LEDC New Project Incentives

April 23, 2018

Exhibit A

| <u>Type</u> | <u>Estimate Up To</u> | <u>Reimbursement Notes</u> |
|-----------------------------------|-----------------------|---|
| Impact Fees | \$ 50,000 | Road, Water, Sewer Impact Fees |
| Bldg Permit Fees | \$ 31,000 | Based on \$10.0 million dollar facility |
| Utility Taps | \$ 5,000 | Water, Sewer, Electric |
| Transformers (primary) | \$ 30,000 | Electric Service |
| Infrastructure (other) | \$ 350,000 | *Drainage and other infrastructure |
| Total Potential Incentives | \$ 466,000 | |

* All potential incentives subject to approval by governing entities which will consider the investment amount and the number of new jobs created including their average wage. Required 30 jobs initially and 38 jobs at end of 5th year with average wage of \$30 per hour. Will be reimbursed for fees, taps, and transformers up to the amounts listed. \$100,000 of the Infrastructure (other) amount will be used as developer's share of realignment of City Line Road. Balance of \$250,000 will be paid based on proof of \$10 million investment not including land.

* \$100,000 Toward City Line Road realignment

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Economic Impact Data Sheet
City of Lockhart

The information requested on this form will be used by the City of Lockhart to prepare an economic impact analysis of your firm or project. Enter data in the fillable cells below. You may also enter additional information or notes in other areas of this worksheet, to the right or insert rows to enter other data. Some standard defaults are entered in the data sheet already. You may change these defaults as appropriate. Please enter information in the fillable cells below and e-mail this completed survey form to:

vrodgers@lockhart-tx.org

Please call 512-398-3461 if you have any questions.

City of Lockhart
308 W. San Antonio St.
Lockhart, TX 78644

About the Firm

Name of the firm: LH LLC

Current Address: 22100 Bolverde RD
San Antonio TX 78259

Phone Number: 254-715-7940

Fax Number:

Person completing this form: Tim Condon

Name of project: Project Service
(Example: ABC Corporation or Project Plastic)

Select each taxing district in which the firm or project is or will be located:

City: City of Lockhart

County: Caldwell County

School District: Lockhart ISD

Road District:

Is or will the firm be located in the city limits? Yes

Is or will the firm be located at the airport? Yes

Description of the firm's plans to startup, expand or relocate to the community:

(Enter any narrative below to describe the firm and its plans to startup, expand or locate in the community. This description will be shown in the report.)

Expansion location

The firm's primary North American Industry Classification System (NAICS)

Example: 221119. A six-digit NAICS code should be entered for the program to correctly calculate indirect and induce benefits from the firm's operations. If the NAICS is unknown enter 0 as a default NAICS allowing the program to use default indirect earnings and employment multipliers.

The Firm's Taxable Assets, Employees and Operations

Market value of the firm's new or additional property purchased or constructed each year at its local facility that will be on local property tax rolls on January 1:

| Year | Buildings and Other Real Property | | Furniture, Fixtures and Equipment | Total |
|-------|-----------------------------------|--------------|-----------------------------------|--------|
| | Land | Improvements | | |
| 1 | 1.3MM | 8MM | 2MM | 11.3MM |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| Total | | | | 11.3MM |

Are building and improvements costs above for new construction?

Yes

Percent of construction costs for materials and labor:

| | |
|-----------|----|
| Materials | 50 |
| Labor | 50 |

Percent of construction materials that will be purchased in the city and be subject to sales taxes:

50

Percent of taxable spending by construction workers in the city/county and subject to sales taxes:

90

Percent of furniture, fixtures and equipment to be purchased in the city and subject to sales taxes:

80

Expected city/county building permits and other fees to be paid during construction if applicable:

| Year | Total City Permits and Fees |
|-------|-----------------------------|
| 1 | 35000 |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | 35000 |
| 7 | |
| 8 | |
| 9 | |
| 10 | |
| Total | 70,000 |

Estimated taxable inventories, at the end of each year:

(Enter an amount in Year 1 and the percent of annual increase or enter appropriate amounts for each year.)

| | | Total Inventories |
|--|------|----------------------|
| Percent of annual increase after Year 1: % | Year | |
| | 1 | |
| | 2 | |
| | 3 | |
| | 4 | |
| | 5 | |
| | 6 | |
| | 7 | |
| | 8 | |
| | 9 | |
| 10 | | |

The firm's annual utilities:

(Enter an amount in Year 1 and the percent of annual increase or enter appropriate amounts for each year.)

Percent of annual increase after Year 1:

| Year | Water | Wastewater | Solid Waste | Electricity | Natural Gas | Cable | Telephone |
|--------------|---------------|---------------|---------------|----------------|---------------|--------------|---------------|
| 1 | 20000 | 20000 | 20000 | \$96000 | 30000 | 5000 | \$20000 |
| 2 | 22000 | 22000 | 22000 | 105600 | 33000 | 5500 | 22000 |
| 3 | 24200 | 24200 | 24200 | 116160 | 36300 | 6050 | 24200 |
| 4 | 26620 | 26620 | 26620 | 127776 | 39930 | 6655 | 26620 |
| 5 | 29282 | 29282 | 29282 | 140553 | 43923 | 7320 | 29282 |
| 6 | 32210 | 32210 | 32210 | 154608 | 48315 | 8052 | 32210 |
| 7 | 35431 | 35431 | 35431 | 170070 | 53146 | 8858 | 35431 |
| 8 | 38974 | 38974 | 38974 | 187078 | 58461 | 9744 | 38974 |
| 9 | 42871 | 42871 | 42871 | 205785 | 64307 | 10718 | 42871 |
| 10 | 47158 | 47158 | 47158 | 226364 | 70738 | 11790 | 47158 |
| Total | 280946 | 280946 | 280946 | 1529994 | 451120 | 79687 | 280946 |

Number of telephone lines at the firm

Percent of the firm's electricity and natural gas usage for manufacturing or processing operations

The firm's estimated taxable purchases of materials, supplies and services in the community and the firm's estimated taxable sales that will be subject to sales tax in the city:

(Enter an amount in Year 1 and the percent of annual increase or enter appropriate amounts for each year.)

| Year | The Firm's Taxable Purchases | The Firm's Taxable Sales |
|--------------|------------------------------------|-----------------------------|
| 1 | 50000 | 200000 |
| 2 | 55000 | 220000 |
| 3 | 65000 | 242000 |
| 4 | 75000 | 266200 |
| 5 | 85000 | 292820 |
| 6 | 95000 | 322100 |
| 7 | 110000 | 354310 |
| 8 | 125000 | 389740 |
| 9 | 140000 | 428710 |
| 10 | 160000 | 471580 |
| Total | 180000 | 2809460 |

Percent of annual increase after Year 1:

Number of new full-time jobs to be added in the city each year:
 (Enter only the additional jobs added in the city each year.)

* If the business is relocating from outside of the city, the year 1 value should include jobs transferred to the city in year 1 and new positions hired, if any.

Example: If a firm relocates to the city and brings 50 existing employees, then enter 50 in year 1. If a firm is relocating to the city, bringing 50 employees and will hire 10 additional workers in year 1, then enter 60 in year 1.

| Year | New employees to be hired each year |
|--------------|-------------------------------------|
| 1* | 30 |
| 2 | 2 |
| 3 | 2 |
| 4 | 2 |
| 5 | 2 |
| 6 | 2 |
| 7 | 2 |
| 8 | 2 |
| 9 | 2 |
| 10 | 2 |
| Total | 48 |

New employees moving to the city:

Percentage of total new workers moving to the city

| Year | Number of new employees moving to the city |
|--------------|--|
| 1 | 27 |
| 2 | 1.8 |
| 3 | 1.8 |
| 4 | 1.8 |
| 5 | 1.8 |
| 6 | 1.8 |
| 7 | 1.8 |
| 8 | 1.8 |
| 9 | 1.8 |
| 10 | 1.8 |
| Total | 43 |

Average annual salaries of new employees in the first year:

Percent of expected annual salary increase after Year 1:

Percent of workers in new indirect and induced jobs that will move to the city for the job:

Estimated percentage of workers moving to the city that will have new residential property built for them the first year that they move to the city:

Household size of a typical new worker moving to the city:

Number of school children in a typical worker's household

Percent of taxable shopping by a typical new worker that will be in the city:

Expected Out-of-Town Visitors to the Firm:

Number of out-of-town visitors expected at the firm in the first year:

Percent of annual increase in the number of visitors:

Average number of days that each visitor will stay in the city:

Average daily taxable visitor spending, excluding lodging in the city:

Average number of nights that a typical visitor will stay in a motel in the city:

Average nightly room rate in a local motel:

Expected Out-of-Town Truckers Loading or Unloading at the Firm

Number of out-of-town truckers expected to load or unload at the firm in the first year:

Percent of annual increase in the number of out-of-town truckers:

Average taxable spending in the community by a typical out-of-town trucker loading or unloading at the firm:

Percent of truckers that will stay one night in a local hotel or motel:

Airport Related Data:

Only complete this section if the project is located at the airport.

The firm's estimated number of gallons of fuel to be purchased from the airport and wholesale cost of fuel purchased:

Cost of Fuel:

Jet A

100 low-lead gasoline

Percent of fuel to be purchased:

Jet A

100 low-lead gasoline

Weighted average wholesale fuel rate per gallon

| | |
|--|--|
| | |
| | |
| | |
| | |
| | |

| Year | Number of Gallons | Wtd Avg Wholesale Price per Gallon | The Firm's Total Fuel Costs |
|-------|-------------------|------------------------------------|-----------------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| Total | | | |

Percent of annual increase after Year 1: %

The firm's expected ground lease payments to the airport:

Number of square feet of land to be leased
Per square foot lease rate

| |
|--|
| |
| |

| Year | Ground Lease Payments |
|-------|-----------------------|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |
| Total | |

Percent of annual increase after Year 1:

The firm's expected airport infrastructure and maintenance fee to be paid to the airport:

| Year | Airport Infrastructure & Maintenance Fee |
|-------|--|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |
| Total | |

Percent of annual increase after Year 1:

End of Project Data Entry



**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | | |
|--|--------------------------|--|---|--------|
| CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | Reviewed by Finance | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable | |
| | Reviewed by Legal | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable | |
| Council Meeting Date: May 15, 2018 | | | | |
| Department: Economic Development | | Initials | Date | |
| Department Head: Robert Tobias | | Asst. City Manager | | |
| Dept. Signature: <i>[Signature]</i> | | City Manager | | |
| | | <i>[Signature]</i> | <i>5-10-18</i> | |
| Agenda Item Coordinator/Contact (include phone #): Robert Tobias (512) 376-0856 | | | | |
| ACTION REQUESTED: <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 | | | | |
| CAPTION | | | | |
| Discussion and/or action regarding rescinding the Chapter 380 Economic Development Program Agreement dated October 17, 2017 and replace with the proposed Chapter 380 Agreement dated May 15, 2018 between the City of Lockhart and Lockhart Emergency Care Center, LLC whereby the company agrees to expand its business into the City of Lockhart and to invest an estimated \$10 million in building, equipment and infrastructure, excluding land, and to employ a minimum of thirty (30) new full-time equivalent jobs with an average wage of \$30.00 per hour throughout the term of the agreement in exchange for property tax rebates potentially amounting to \$458,250 over a ten (10) year period. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS | TOTALS |
| Budget | | | | \$0.00 |
| Budget Amendment Amount | | | | \$0.00 |
| Encumbered/Expended Amount | | | | \$0.00 |
| This Item | | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): LEDC, Texas Capital Fund, other | | | | |
| SUMMARY OF ITEM | | | | |
| City is authorized by §380.001, et seq., Texas Local Government Code, to promote state and local economic development and to stimulate business and commercial activity within the City. The proposed 380 Economic Development Program Agreement states the maximum amount of property tax rebates by year that will be paid to the company over a five-year period as long as the company complies with creating and maintaining 30 full time equivalent jobs and the average wage of \$30.00 per hour for the ten (10) year period of the agreement. Failure to maintain the full time equivalent jobs and the average wage will result in reduction of property tax rebate on a ratio basis. The tax rebate cannot include property tax paid on the land. | | | | |
| STAFF RECOMMENDATION | | | | |
| Staff respectfully recommends approval of the 380 Economic Development Program Agreement with Lockhart Emergency Care Center, LLC, as presented to the Council. | | | | |
| List of Supporting Documents: May 15, 2018 Chapter 380 Agreement, October 17, 2017 Chapter 380 Agreement, back up data | | Other Departments, Boards, Commissions or Agencies: Lockhart Economic Development Corporation | | |
| | | <i>154</i> | | |

CITY OF LOCKHART

380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT
REVISED 5-15-18

This Economic Development Agreement ("Agreement") is made and entered into by and between THE CITY OF LOCKHART, TEXAS ("City"), a Texas home-rule municipal corporation, and Lockhart Emergency Care Center, LLC. (LECC), a Texas limited liability company.

RECITALS

LECC desires to expand and locate its new facility in the City of Lockhart and to participate in the Economic Development Program established in this Agreement.

LECC intends to make a total investment of more than \$11.3 million (includes \$1.3 million for land) in equipment, personal property, inventory, and improvements, to real property over the 10-year period of this Agreement.

City desires to establish the Economic Development Program outlined herein and offer incentives to LECC to locate its facility in the City.

City is authorized by §380.001, et seq., Texas Local Government Code, to promote state and local economic development and to stimulate business and commercial activity within the City. City has determined that a substantial economic benefit and the creation of new opportunities of employment will accrue to the City and the surrounding area if its facility is successfully developed on the Property.

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

AGREEMENTS

Section 1. Recitals

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

Section 2: Term

The term of this Agreement shall be ten (10) years from the first day following the date of execution of this Agreement.

Section 3. City Requirements

(a) In consideration of LECC's agreement to locate its expansion facility within the City and to perform the other acts hereinafter described, City agrees:

To rebate to LECC an amount of money each year equal to a percentage of the property tax paid for the facilities and improvements by LECC during that year according to Attachment A (\$1.3 million for land) and the following schedule:

| | |
|---------|-----|
| Year 1 | 75% |
| Year 2 | 75% |
| Year 3 | 75% |
| Year 4 | 75% |
| Year 5 | 75% |
| Year 6 | 50% |
| Year 7 | 50% |
| Year 8 | 50% |
| Year 9 | 50% |
| Year 10 | 50% |

The total City property tax rebate shall not be more than \$458,250 during the ten (10) year period and not more than the amount stated for each year in Attachment A. Tax rebates on any existing buildings and real property are not allowed.

Section 4. LECC's Requirements

Company hereby agrees that it will pay lawful City property taxes on or before January 31 of each year of this ten (10) year agreement and the Company will submit within 90 days of January 31 a rebate request for applicable City taxes paid and provide sufficient proof in the form of payroll registers that all job requirements have been satisfied. Failure to submit the rebate request with all required paperwork within the 90 days will result in no City rebate for the period of time under consideration.

In consideration of the City agreeing to perform the foregoing, LECC agrees:

- (a) To locate an expansion facility within the City that will employ the Full Time Equivalent (FTE) of fifty (50) employees, including contracted doctors, (5) from the date that LECC opens for business throughout the ten (10) year term of this agreement. The term "Full Time Equivalent," as used in this Agreement, shall mean employment worked by one or more people during a calendar year that is equal to a total of 2080 hours. The average wage of the FTE employees and contracted doctors shall not be less than \$30.00 per hour.

- (a) To employ a minimum of fifty (50) FTEs after the time period described in section 4(a) above, and to continue employing at least that number for the term of this Agreement, provided however that LECC shall be allowed a
- (b) twenty-five percent (25%) grace factor in the number of full-time equivalent (FTE)s employed in any single year during the term of this Agreement as a condition of receiving the reimbursement payment from the City pursuant to Section 3(a) for that year. In the event that the average FTEs drops below the grace factor number of 23 (for years 1-9) or 30 (for year 10) FTEs in any single year, LECC will forfeit the reimbursement payment described in Section 3(a) above for that year without affecting any other act or incentive agreed to by City.
- (c) To keep current in the payment of taxes owed to any taxing jurisdiction in which the Property is located.

Section 5. Recapture/Termination

- (a) In the event that LECC begins operating at its facility in the City, but subsequently discontinues operating such facility for any reason, except as a result of fire, explosion or other casualty or accident, force majeure or natural disaster, war or civil unrest, a taking under eminent domain, regulatory restrictions of any applicable governmental entity which makes conduct of LECC illegal or economically untenable, or other event beyond the reasonable control of LECC for a period of 180 days during the term of this Agreement, then in such event the City will no longer be obligated to expend any further funds for sales tax reimbursement, and LECC shall be required to repay the City for any and all monies expended by the City under sections 3(a) of this Agreement, for that year, within 30 days of the expiration of the 180 days.
- (b) In the event that LECC shall fail to repay the City within 30 days of the date such repayment is due, LECC hereby agrees that the City may place a lien on the property where its expanded facility is located for full payment of such monies. The burden shall be upon LECC to prove to the satisfaction of the City that the discontinuance of operating the distribution facility was as a result of fire, explosion, or other casualty or accident or natural disaster or other event beyond the control of LECC. In the event LECC meets this burden and the City is satisfied that the discontinuance of the operation of the its facility was the result of events beyond the control of LECC, then LECC shall have a period of one (1) year in which to resume the operation of its facility.
- (c) In the event that LECC fails to resume its operations at the facility within one (1) year, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and LECC shall be required to repay the City for any and all monies expended by the City under sections 3(a) of this Agreement, not already reimbursed, within 30 days of the expiration of the one-year period. In the event that LECC shall fail to repay the City within 30 days of the date such repayment is due, LECC hereby agrees that

the City may place a lien on the Property for full payment of such monies.

(d) In the event that LECC allows ad valorem taxes on property, or business personal property, or inventory owed to the City to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, then in such event the City will no longer be obligated to expend any further monies for sales tax reimbursement, and LECC shall be required to repay the City for any and all monies expended by the City under sections 3(a) of this Agreement within 30 days of such event. In the event that LECC shall fail to repay the City within 30 days of the date such repayment is due; LECC hereby agrees that the City may place a lien on the property where the facility is located for full payment of such monies.

(e) In the event that LECC relocates the business to a location outside of the City of Lockhart, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and LECC shall be required to repay the City for any and all monies expended by the City under sections 3(a) of this agreement within 30 days of the relocation. In the event that LECC shall fail to repay the City within 30 days of the date such repayment is due, LECC hereby agrees that the City may place a lien on the property to which LECC has relocated its facilities for full payment of such monies.

(f) In the event that the City determines that LECC is in default of any of the terms or conditions contained in this Agreement, then in such event the City shall give LECC thirty (30) days written notice to cure such default. In the event such default is not cured to the satisfaction of the City within the thirty (30) days' notice period, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and LECC shall be required to repay the City for any and all monies expended by the City under sects 3(a) of this Agreement within 30 days of the default. In the event that LECC shall fail to repay the City within 30 days of the date such repayment is due, LECC hereby agrees that the City may place a lien on the property where it is located for full payment of such monies.

Section 6. Certification of Compliance

On or before March 1 of each year that this Agreement is in effect, LECC shall certify in writing to the City its compliance with all provisions of this Agreement. Such certification shall include any and all documentation required by the City establishing that LECC has met the annual employment requirement for the previous year and that all taxes related to the Property have been paid in full as required by law. The City, at any reasonable time, shall have the right to review any and all records of LECC related to the provisions of this Agreement.

Section 7. Dispute Resolution, Applicable Law, Venue, and Attorney's Fees

(a) Any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement shall be settled by alternative dispute resolution. City and LECC expressly waive any statutory or other legal requirement that may exist for serving notices or engaging in alternative dispute resolution prior to doing so.

(b) In the event that the claim or controversy is not settled by alternative dispute resolution, or in the event the parties are unable to agree upon an alternative dispute resolution agreeable to both parties, this Agreement shall be enforceable by law in a court of competent jurisdiction according to the laws of the State of Texas. Venue shall lie in Caldwell County, Texas. The prevailing party in any litigation arising out of this Agreement shall be entitled to recover its reasonable and necessary costs and attorney's fees from the non-prevailing party pursuant to applicable law.

Section 8. Entire Agreement

This Agreement contains the entire agreement between the City and LECC with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by the City and LECC.

Section 9. Successors and Assigns

This Agreement may not be assigned to any third party by LECC without the written consent of the City; no reasonable request that protects the interests of the City will be denied. In the event of such assignment or in the event of legal succession of LECC's interest in this Agreement by operation of law, this Agreement shall be binding on and inure to the benefit of such assign or successor.

Section 10. Notices

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

Lockhart Emergency Care Center, LLC:

Brian Johnson
Chief Operating Officer
Lockhart Emergency Care Center, LLC
22100 Bulverde Road
Suite 108
San Antonio, Texas 78259

City:

City Manager, City of Lockhart
308 W. San Antonio
P.O. Box 239 Lockhart,
TX 78644

Section 11. Interpretation

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

Section 12. Severability

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

Section 13. Mutual Assistance

City and LECC agree to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

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

CITY OF LOCKHART:

ATTEST:

Lew White, Mayor, City of Lockhart

Connie Constancio, TRMC, City Secretary

Lockhart Emergency Care Center, LLC:

Brian Johnson

Chief Operating Officer
Title

State of Texas §
 §
County of Caldwell §

The foregoing instrument was acknowledged before me this _____
day of _____, 2018 by Lew White, known to me to be the Mayor of the City of
Lockhart, Texas.

Notary Public

My Commission expires:

State of Texas §
 §
County of Caldwell §

The foregoing instrument was acknowledged before me this _____
day of _____, 2018 by Brian Johnson, known to me to be the Chief Operating
Officer of Lockhart Emergency Care Center, LLC.

Notary Public

My Commission expires:

Lockhart Emergency Care Center, LLC : Potential 380 Tax Rebate: City of Lockhart

Revised April 25, 2018

Rebates estimated based on Economic Development Impact Statement provided by the company.

ATTACHMENT A

*** Cannot rebate property taxes on existing building and property

| Year | No Rebate on Land Value | New Buildings Additions and Improvements | Furniture, Fixtures and Equipment | Total |
|-------|-------------------------|--|-----------------------------------|--------------|
| 1 | \$ 1,300,000 | \$8,000,000 | \$2,000,000 | \$10,000,000 |
| 2 | | | | \$0 |
| 3 | | | | \$0 |
| 4 | | | | \$0 |
| 5 | | | | \$0 |
| 6 | | | | \$0 |
| 7 | | | | \$0 |
| 8 | | | | \$0 |
| 9 | | | | \$0 |
| 10 | | | | \$0 |
| Total | \$ 1,300,000 | \$8,000,000 | \$2,000,000 | \$10,000,000 |

Potential Tax Rebate for Years 1 through 10: Not to exceed \$ in each year

| Tax Year: | Est Rate | Total | Yr 1 | Yr 2 | Yr 3 | Yr 4 | Yr 5 | Total 5 Yrs |
|-----------|----------|-------|-----------|-----------|-----------|-----------|-----------|-------------|
| City Tax | \$0.7332 | | 75% | 75% | 75% | 75% | 75% | |
| | | | \$54,990 | \$54,990 | \$54,990 | \$54,990 | \$54,990 | \$274,950 |
| | | | Yr 6 | Yr 7 | Yr 8 | Yr 9 | Yr 10 | |
| | Est Rate | Total | 50% | 50% | 50% | 50% | 50% | |
| City Tax | \$0.7332 | | \$ 36,660 | \$ 36,660 | \$ 36,660 | \$ 36,660 | \$ 36,660 | \$ 183,300 |

City Potential Tax Rebate: \$458,250

NOTE: Figures are estimates and subject to approval of the Lockhart City Council.
 Tax rebate based on above investments AND with 30 new FTE jobs and 39 FTE jobs at the end the ten yr period with an hourly wage average of \$30 per hour. Tax rebate will be pro-rated based on the investment amount and number of jobs with their verified wages. Contracted doctors also included.

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HISTORY

2. **OPEN EXECUTIVE SESSION**

Open Executive Session at 6:03PM.

3. **CLOSE EXECUTIVE SESSION**

Close Executive Session at 6:14PM.

3. **PUBLIC HEARING**



- A. Hold a public hearing regarding the proposed development of the Lockhart Emergency Care Center, LLC that includes an estimated capital investment of \$11.3 million (includes \$1.3 million for the purchase of land) and will create 30 new full-time equivalent jobs with an average wage of \$30 per hour.

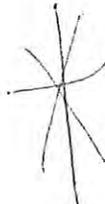
Open Public Hearing at 6:14 PM.

Is there anyone present who would like to speak in opposition to the proposed project and incentives? There was none.

Is there anyone present who has not spoken that is in favor of the proposed project and incentives? There was none.

Close Public Hearing at 6:16 PM.

4. **DISCUSSION AND/OR ACTION**



- A. Discussion regarding LEDC Resolution 2018-02 rescinding LEDC Resolution 2017-08 related to the Lockhart Emergency Care Center, LLC project and associated Performance Agreement funding up to \$393,000 for land, infrastructure improvements, and related development costs that are or suitable for the development, retention or expansion of facilities to promote or develop new or expanded business enterprises, and to create and maintain new jobs.

Motion to approve LEDC Resolution 2018-02 rescinding LEDC Resolution 2017-08

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

- B. Discussion and/or action to consider LEDC Resolution 2018-03 approving the Lockhart Emergency Care Center, LLC project and associated Performance Agreement for funding up to \$466,000 for land, infrastructure, improvements, and related development costs that are required or suitable for the development, retention or expansion of facilities to promote or develop new or expanded business enterprises, and to create and maintain new jobs.

Motion to approve LEDC Resolution 2018-03 as presented

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

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CITY OF LOCKHART

380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT
REVISED 10-17-17

HISTORY

This Economic Development Agreement ("Agreement") is made and entered into by and between THE CITY OF LOCKHART, TEXAS ("City"), a Texas home-rule municipal corporation, and Lockhart Emergency Care Center, LLC. (LECC), a Texas limited liability company.

RECITALS

LECC desires to expand and locate its new facility in the City of Lockhart and to participate in the Economic Development Program established in this Agreement.

LECC intends to make a total investment of more than \$5.8 million in equipment, personal property, inventory, and improvements, excluding land, to real property over the 10-year period of this Agreement.

City desires to establish the Economic Development Program outlined herein and offer incentives to LECC to locate its facility in the City.

City is authorized by §380.001, et seq., Texas Local Government Code, to promote state and local economic development and to stimulate business and commercial activity within the City. City has determined that a substantial economic benefit and the creation of new opportunities of employment will accrue to the City and the surrounding area if its facility is successfully developed on the Property.

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

AGREEMENTS

Section 1. Recitals

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

Section 2: Term

The term of this Agreement shall be ten (10) years from the first day following the date of execution of this Agreement.

HISTORY

Section 3. City Requirements

(a) In consideration of LECC's agreement to locate its expansion facility within the City and to perform the other acts hereinafter described, City agrees:

To rebate to LECC an amount of money each year equal to a percentage of the property tax paid for the facilities and improvements by LECC during that year according to Attachment A (\$5.8 million excluding land) and the following schedule:

| | |
|---------------|-----|
| Year 1 | 75% |
| Year 2 | 75% |
| Year 3 | 75% |
| <u>Year 4</u> | 75% |
| <u>Year 5</u> | 75% |
| Year 6 | 50% |
| Year 7 | 50% |
| Year 8 | 50% |
| Year 9 | 50% |
| Year 10 | 50% |

The total City property tax rebate shall not be more than \$265,785 during the ten (10) year period and not more than the amount stated for each year in Attachment A. Tax rebates on any existing buildings and real property are not allowed.

Section 4. LECC's Requirements

Company hereby agrees that it will pay lawful City property taxes on or before January 31 of each year of this ten (10) year agreement and the Company will submit within 90 days of January 31 a rebate request for applicable City taxes paid and provide sufficient proof in the form of payroll registers that all job requirements have been satisfied. Failure to submit the rebate request with all required paper work within the 90 days will result in no City rebate for the period of time under consideration.

In consideration of the City agreeing to perform the foregoing, LECC agrees:

(a) To locate an expansion facility within the City that will employ the Full Time Equivalent (FTE) of thirty (30) employees, including contracted doctors, (30) from the date that LECC opens for business throughout the term of this agreement and also agrees to have at least 39 (FTE) employees by the 10th year of this agreement. The term "Full Time Equivalent," as used in this Agreement, shall mean employment worked by one or more people during a calendar year that is equal to a total of 2080 hours. The average wage of the FTE employees and contracted doctors shall not be less than \$30.00 per hour.

(b) To employ a minimum of thirty (30) FTEs after the time period described in section 4(a) above, and to continue employing at least that number for the term of this Agreement, provided however that LECC shall be allowed

(c) twenty-five percent (25%) grace factor in the number of full-time equivalent (FTE)s employed in any single year during the term of this Agreement as a condition of receiving the reimbursement payment from the City pursuant to Section 3(a) for that year. In the event that the average FTEs drops below the grace factor number of 23 (for years 1-9) or 30 (for year 10) FTEs in any single year, LECC will forfeit the reimbursement payment described in Section 3(a) above for that year without affecting any other act or incentive agreed to by City.

HISTORY

(d) To keep current in the payment of taxes owed to any taxing jurisdiction in which the Property is located.

Section 5. Recapture/Termination

(a) In the event that LECC begins operating at its facility in the City, but subsequently discontinues operating such facility for any reason, except as a result of fire, explosion or other casualty or accident, force majeure or natural disaster, war or civil unrest, a taking under eminent domain, regulatory restrictions of any applicable governmental entity which makes conduct of LECC illegal or economically untenable, or other event beyond the reasonable control of LECC for a period of 180 days during the term of this Agreement, then in such event the City will no longer be obligated to expend any further funds for sales tax reimbursement, and LECC shall be required to repay the City for any and all monies expended by the City under sections 3(a) of this Agreement, for that year, within 30 days of the expiration of the 180 days.

(b) In the event that LECC shall fail to repay the City within 30 days of the date such repayment is due, LECC hereby agrees that the City may place a lien on the property where its expanded facility is located for full payment of such monies. The burden shall be upon LECC to prove to the satisfaction of the City that the discontinuance of operating the distribution facility was as a result of fire, explosion, or other casualty or accident or natural disaster or other event beyond the control of LECC. In the event LECC meets this burden and the City is satisfied that the discontinuance of the operation of the its facility was the result of events beyond the control of LECC, then LECC shall have a period of one (1) year in which to resume the operation of its facility.

(c) In the event that LECC fails to resume its operations at the facility within one (1) year, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and LECC shall be required to repay the City for any and all monies expended by the City under sections 3(a) of this Agreement, not already reimbursed, within 30 days of the expiration of the one-year period. In the event that LECC shall fail to repay the City within 30 days of the date such repayment is due, LECC hereby agrees that the City may place a lien on the Property for full payment of such monies.

(d) In the event that LECC allows ad valorem taxes on property, or business personal property, or inventory owed to the City to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, then in such event the City will no longer be obligated to expend any further monies for sales tax reimbursement, and LECC shall be required to repay the City for any and all monies expended by the City under sections 3(a) of this Agreement within 30 days of such event. In the event that LECC shall fail to repay the City within 30 days of the date such repayment is due; LECC hereby agrees that the City may place a lien on the property where the facility is located for full

payment of such monies.

HISTORY

(e) In the event that LECC relocates the business to a location outside of the City of Lockhart, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and LECC shall be required to repay the City for any and all monies expended by the City under sections 3(a) of this agreement within 30 days of the relocation. In the event that LECC shall fail to repay the City within 30 days of the date such repayment is due, LECC hereby agrees that the City may place a lien on the property to which LECC has relocated its facilities for full payment of such monies.

(f) In the event that the City determines that LECC is in default of any of the terms or conditions contained in this Agreement, then in such event the City shall give LECC thirty (30) days written notice to cure such default. In the event such default is not cured to the satisfaction of the City within the thirty (30) days' notice period, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and LECC shall be required to repay the City for any and all monies expended by the City under sects 3(a) of this Agreement within 30 days of the default. In the event that LECC shall fail to repay the City within 30 days of the date such repayment is due, LECC hereby agrees that the City may place a lien on the property where it is located for full payment of such monies.

Section 6. Certification of Compliance

On or before March 1 of each year that this Agreement is in effect, LECC shall certify in writing to the City its compliance with all provisions of this Agreement. Such certification shall include any and all documentation required by the City establishing that LECC has met the annual employment requirement for the previous year and that all taxes related to the Property have been paid in full as required by law. The City, at any reasonable time, shall have the right to review any and all records of LECC related to the provisions of this Agreement.

Section 7. Dispute Resolution, Applicable Law, Venue, and Attorney's Fees

- (a) Any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement shall be settled by alternative dispute resolution. City and LECC expressly waive any statutory or other legal requirement that may exist for serving notices or engaging in alternative dispute resolution prior to doing so.
- (b) In the event that the claim or controversy is not settled by alternative dispute resolution, or in the event the parties are unable to agree upon an alternative dispute resolution agreeable to both parties, this Agreement shall be enforceable by law in a court of competent jurisdiction according to the laws of the State of Texas. Venue shall lie in Caldwell County, Texas. The prevailing party in any litigation arising out of this Agreement shall be entitled to recover its reasonable and necessary costs and attorney's fees from the non-prevailing party pursuant to applicable law.

Section 8. Entire Agreement

This Agreement contains the entire agreement between the City and LECC with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by the City and LECC.

HISTORY

Section 9. Successors and Assigns

This Agreement may not be assigned to any third party by LECC without the written consent of the City; no reasonable request that protects the interests of the City will be denied. In the event of such assignment or in the event of legal succession of LECC's interest in this Agreement by operation of law, this Agreement shall be binding on and inure to the benefit of such assign or successor.

Section 10. Notices

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

Lockhart Emergency Care Center, LLC:

Brian Johnson
Chief Operating Officer
Lockhart Emergency Care Center, LLC
22100 Bulverde Road
Suite 108
San Antonio, Texas 78259

City:

City Manager, City of Lockhart
308 W. San Antonio
P.O. Box 239 Lockhart,
TX 78644

Section 11. Interpretation

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

Section 12. Severability

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

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HISTORY

Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 13. Mutual Assistance

City and LECC agree to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 17th day of October 2017.

CITY OF LOCKHART:

ATTEST:

Lew White
Lew White, Mayor

Connie Constancio
Connie Constancio, TRMC, City Secretary

Lockhart Emergency Care Center, LLC:

Brian Johnson

Chief Operating Officer
Title

State of Texas)
)
County of Caldwell)

The foregoing instrument was acknowledged before me this 17th day of OCTOBER, 2017 by Lew White, known to me to be the Mayor of the City of Lockhart, Texas.

Julie Mladenka Bowermon
Notary Public

My Commission expires:
4-26-19



HISTORY

Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 13. Mutual Assistance

City and LECC agree to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____ 2017.

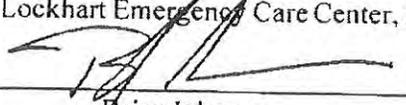
THE CITY OF LOCKHART :

ATTEST:

Lew White, Mayor

Connie Constancio, TRMC, City Secretary

Lockhart Emergency Care Center, LLC:



Brian Johnson

Chief Operating Officer
Title

State of Texas)
)
County of Caldwell)

The foregoing instrument was acknowledged before me this ___ Day of _____, by 2017 Lew White, known to me to be the Mayor of the City of Lockhart, Texas.

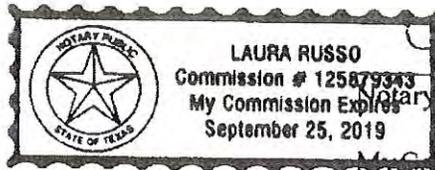
Notary Public

My Commission expires:

HISTORY

State of Texas)()
County of Caldwell)()

The foregoing instrument was acknowledged before me this 3rd day of November 2017, by Brian Johnson, known to me to be the Chief Operating Officer of Lockhart Emergency Care Center, LLC



[Handwritten Signature]

Notary Public
My Commission expires:
9/25/19

HISTORY

Lockhart Emergency Care Center, LLC : Potential 380 Tax Rebate: City of Lockhart

Revised October 12, 2017

Rebates estimated base on Economic Development Impact information provided by the development.

ATTACHMENT A

*** Cannot rebate property taxes on existing building and property

| Year | No Rebate on Land Value | New Buildings Additions and Improvements | Furniture, Fixtures and Equipment | Total |
|-------|-------------------------|--|-----------------------------------|-------------|
| 1 | \$ 1,300,000 | \$3,400,000 | \$2,400,000 | \$5,800,000 |
| 2 | | | | \$0 |
| 3 | | | | \$0 |
| 4 | | | | \$0 |
| 5 | | | | \$0 |
| 6 | | | | \$0 |
| 7 | | | | \$0 |
| 8 | | | | \$0 |
| 9 | | | | \$0 |
| 10 | | | | \$0 |
| Total | \$ 1,300,000 | \$3,400,000 | \$2,400,000 | \$5,800,000 |

Potential Tax Rebate for Years 1 through 10: Not to exceed \$ in each year

| Tax Year: | Est Rate | Total | Yr 1 | Yr 2 | Yr 3 | Yr 4 | Yr 5 | Total 5 Yrs |
|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|--------------|
| City Tax | \$0.7332 | | 75% | 75% | 75% | 75% | 75% | \$159,471.00 |
| | | | Yr 6 | Yr 7 | Yr 8 | Yr 9 | Yr 10 | |
| | | | 50% | 50% | 50% | 50% | 50% | |
| City Tax | \$0.7332 | \$ 21,263 | \$ 21,263 | \$ 21,263 | \$ 21,263 | \$ 21,263 | \$ 21,263 | \$ 106,314 |

City Potential Tax Rebate: \$265,785

NOTE: Figures are estimates and subject to approval of the Lockhart City Council. Tax Rebate based above investments AND with 30 beginning FTE jobs and 39 FTE jobs at the end the ten yr period with an hourly wage average of \$30 per hour. Tax Rebate will be pro-rated based on the investment amount and number of jobs with their verified wages. Contracted doctors also included.

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LIST OF BOARD/COMMISSION VACANCIES

Updated: May 9, 2018

| Board Name | Reappointments/Vacancies | Council member |
|---------------------|---|--------------------------|
| Board of Adjustment | Nic Irwin moved to Lockhart Economic Development Corp. | Any Councilmember |
| Construction Board | Israel Zapien moved out of Caldwell County (to Shiner, TX in March 2018) | Councilman John Castillo |

APPLICATIONS RECEIVED TO BE ON A BOARD/COMMISSION

| APPLICANT | BOARD REQUESTED | DATE RECEIVED | RESIDENCE DISTRICT |
|------------------|------------------------|----------------------|---------------------------|
|------------------|------------------------|----------------------|---------------------------|

NO APPLICATIONS AT THIS TIME

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

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Sec. 2-209. - Rules for appointment.

The city council hereby sets the following rules

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

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

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

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

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

NOTES:
ORDINANCE
RE: ALL
BOARD,
COMMISSION
APPOINTMENTS

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| | |
|---|--|
| <p>NOTES: PARKS MASTER PLAN STEERING COMMITTEE (Est. 09/05/2017)</p> | <p>Committee to have 8-10 members as follows:</p> <ul style="list-style-type: none"> • Councilmembers • City staff • Two Parks Advisory Board members • Business owners • Civic Organization members <p>Committee will assist Burditt Consultants to perform tasks outlined in the Parks Master Plan.</p> |
| <p>NOTES: AD-HOC COMMITTEE - ST. PAUL UNITED CHURCH OF CHRIST PROPERTY (Est. 09/05/2017)</p> | <p>Committee will consist of at least one appointment from Mayor and each Councilmember.</p> <p>The Committee will make recommendations to the Council about the use of the property at 728 S. Main.</p> |
| <p>WAYFINDING SIGNAGE AND COMMUNITY BRANDING AD-HOC (Est. 01/02/2018)</p> | <p>Committee will assist City Planner/Development Services with wayfinding signage and community branding tasks.</p> <p>Committee will consist of up to five members appointed by the Council.</p> |

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COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

| Councilmember | Board/Commission | Appointee | Date Appointed |
|---------------------------------|---------------------------------|--|-----------------------|
| Mayor – Lew White | Airport Board | John Hinnekamp | 12/19/17 |
| | Board of Adjustment | Mike Annas | 12/19/17 |
| | Construction Board | Ralph Gerald | 12/19/17 |
| | Ec Dev. Revolving Loan | Barbara Gilmer | 12/19/17 |
| | Ec Dev. Corp. ½ Cent Sales Tax | Alan Fielder, Vice-Chair | 12/19/17 |
| | Electric Board | Joe Colley, Chair | 12/19/17 |
| | Historical Preservation | John Lairsen | 12/19/17 |
| | Library Board | Stephanie Riggins | 12/19/17 |
| | Parks and Recreation | Albert Villalpando, Chair | 12/19/17 |
| | Planning & Zoning | Paul Rodriguez | 12/19/17 |
| | ETJ Rep-Impact Fee Adv Comm | Larry Metzler | 12/19/17 |
| | District 1 – Juan Mendoza | Airport Board | Larry Burrier |
| Board of Adjustment | | Lori Rangel | 03/07/17 |
| Construction Board | | Mike Votee | 03/07/17 |
| Eco Dev. Revolving Loan | | Ryan Lozano | 03/07/17 |
| Eco Dev. Corp, ½ Cent Sales Tax | | Dyral Thomas | 03/07/17 |
| Electric Board | | Thomas Herrera | 03/07/17 |
| Historical Preservation | | Victor Corpus | 03/07/17 |
| Library Board | | Shirley Williams | 03/07/17 |
| Parks and Recreation | | Linda Thompson-Bennett | 03/07/17 |
| Planning & Zoning | | Marcos Villalobos | 03/07/17 |
| District 2– John Castillo | Airport Board | Reed Coats | 03/07/17 |
| | Board of Adjustment | Juan Juarez | 03/07/17 |
| | Construction Board | VACANT- Zapien moved out of Lockhart in March 2018 | |
| | EcoDev. Revolving Loan | Rudy Ruiz | 03/07/17 |
| | Eco Dev. Corp. ½ Cent Sales Tax | Fermin Islas, Chair | 03/07/17 |
| | Electric Board | James Briceno | 03/07/17 |
| | Historical Preservation | Ron Faulstich | 03/07/17 |
| | Library Board | Donnie Wilson | 03/07/17 |
| | Parks and Recreation | James Torres | 03/07/17 |
| | Planning & Zoning | Rob Ortiz, Alternate Manuel Oliva | 03/07/17 03/07/17 |

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| | | | |
|--|---|--|--|
| District 3 – Kara McGregor | Airport Board Board of Adjustment Construction Board Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Electric Board Historical Preservation Library Board Parks and Recreation Planning & Zoning | Ray Chandler Anne Clark, Vice-Chair Kirk Smith (Alternate) Jerry West, Vice-Chair Lew White, Chair Nic Irwin Thomas Stephens Ronda Reagan Jean Clark Fox, Chair Warren Burnett Philip McBride, Chair | 02/06/18 12/19/17 12/05/17 01/02/18 12/19/17 12/05/17 12/19/17 12/19/17 12/19/17 12/05/17 12/19/17 |
| District 4 - Jeffry Michelson | Airport Board Board of Adjustment Construction Board Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Electric Board Historical Preservation Library Board Parks and Recreation Planning & Zoning | Mark Brown, Vice-Chair Wayne Reeder Rick Winnett Frank Coggins Morris Alexander Ian Stowe Kathy McCormick Donaly Brice Russell Wheeler Mary Beth Nickel | 03/07/17 12/05/17 12/05/17 12/05/17 12/05/17 03/06/18 12/05/17 12/05/17 12/05/17 12/05/17 |
| Mayor Pro-Tem (At-Large) – Angie Gonzales-Sanchez | Airport Board Board of Adjustment Construction Board Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Historical Preservation Library Board Parks and Recreation Planning & Zoning | Andrew Reyes Laura Cline, Chair Paul Martinez Irene Yanez Alfredo Munoz Juan Alvarez, Jr. Jodi King Chris Schexnayder Philip Ruiz, Vice-Chair | 03/07/17 03/07/17 03/07/17 03/07/17 06/06/17 03/07/17 03/07/17 03/07/17 03/07/17 |

COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

| | | | |
|------------------------------|---|--|---|
| At-Large - Brad Westmoreland | Airport Board Board of Adjustment Construction Board (Alternate) Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Historical Preservation Library Board Parks and Recreation Planning & Zoning | Jayson "Tex" Cordova Severo Castillo Gary Shafer Edward Strayer Frank Estrada Richard Thomson Rebecca Lockhart Dennis Placke Christina Black | 03/07/17 03/07/17 03/07/17 03/07/17 03/07/17 11/21/17 03/07/17 03/07/17 03/07/17 |
| | Charter Review Commission (Five member commission) Term - 24 months after appointment | Ray Sanders Bill Hernandez Roland Velvin Elizabeth Raxter Alan Fielder | 03/01/16 - Michelson 03/01/16 - Michelson 03/01/16 - Michelson 03/01/16 - Hilburn 03/15/16 - Hilburn |
| | Sign Review Committee (no longer meeting) | Gabe Medina Neto Madrigal Terry Black Kenneth Sneed Johnny Barron, Jr. Tim Clark | 03/17/15 - Mayor Pro-Tem Sanchez 04/21/15 - Councilmember Mendoza 12/19/17 - Councilmember McGregor 03/17/15 - Mayor White 03/17/15 - Councilmember Castillo 03/17/15 - Councilmember Michelson |
| | Parks Master Plan Steering Committee (8-10 members) | Albert Villalapando Dennis Placke Nita McBride Rebecca Pulliam Bernie Rangel Derrick David Bryant Beverly Anderson Carl Ohlendorf Beverly Hill | 09/05/17 - Parks Bd appointee 09/05/17 - Parks Bd appointee 12/05/17 - McGregor 09/19/17 - Michelson 09/19/17 - Castillo 09/19/17 - Sanchez 09/19/17 - Mendoza 09/19/17 - Westmoreland 09/19/17 - Mayor White |

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COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

| | | | |
|--|--|--|---|
| | Church Property Ad-hoc Committee (7 members) | Amelia Smith Jackie Westmoreland Todd Blomerth Andy Govea Terry Black Jane Brown Raymond DeLeon Dyrall Thomas | 09/05/17 – Westmoreland 09/05/17 – Westmoreland 09/05/17 – Mayor White 09/1917 – Sanchez 12/19/17 – McGregor 09/19/17 – Michelson 09/20/17 – Castillo 09/22/17 – Mendoza |
| | Wayfinding Signage and Community Branding Ad-Hoc Committee (5 members) | Kara McGregor Roy Watson Chris St. Leger Taylor Burge Christie Pruitt–Lockhart Chamber Laura Rivera-Hispanic Chamber Vanessa Fischer Kate Collins Katie Westmoreland Mills | 01/02/2018 01/02/2018 01/02/2018 02/06/2018 02/08/2018 02/09/2018 02/09/2018 (ex-officio) 02/06/2018 (ex-officio) 02/06/2018 (ex-officio) |



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

| Meeting Date: | Chair Cline | Vice-Chair Clark | Annas | Castillo | Reeder | Rangel | Juarez | Smith Alternate |
|-------------------------------|-------------|------------------|-------|----------|--------|--------|--------|-----------------|
| January 8, 2018 - No Meeting | | | | | | | | |
| February 5, 2018 - No Meeting | | | | | | | | |
| March 5, 2018 - No Meeting | | | | | | | | |
| April 2, 2018 - No Meeting | | | | | | | | |
| May 7, 2018 - No Meeting | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
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| | | | | | | | | |
|---------------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Number of meetings: | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Present: | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| % Absent: | #DIV/0! |



| CITY OF LOCKHART | | | | | | | |
|--------------------------------|---|----------------------------|---|---------------------------|------------------------------|-----------------------------|---------------------------------|
| CONSTRUCTION BOARD OF APPEALS | | | | | | | |
| BOARD ATTENDANCE REPORT - 2018 | | | | | | | |
| 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 | PAUL MARTINEZ (03/07/17) | ISRAEL ZAPIEN (01/17/12) |
| Member Title: | County Resident | | | Alternate | | | Moved out of Lockhart 3/01/2018 |
| Meeting Date: | | | | | | | |
| January 4, 2018 | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG |
| January 18, 2018 | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG |
| February 1, 2018 | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG |
| February 15, 2018 | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG |
| March 1, 2018 | P | P | A | P | P | P | A |
| March 15, 2018 | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG |
| April 5, 2018 | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG |
| April 19, 2018 | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG | |
| May 3, 2018 | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG | |
| May 17, 2018 | | | | | | | |
| June 7, 2018 | | | | | | | |
| June 21, 2018 | | | | | | | |
| July 5, 2018 | | | | | | | |
| July 19, 2018 | | | | | | | |
| August 2, 2018 | | | | | | | |
| August 16, 2018 | | | | | | | |
| September 6, 2018 | | | | | | | |
| September 20, 2018 | | | | | | | |
| October 4, 2018 | | | | | | | |
| October 18, 2018 | | | | | | | |
| November 1, 2018 | | | | | | | |
| November 15, 2018 | | | | | | | |
| December 6, 2018 | | | | | | | |
| December 20, 2018 | | | | | | | |
| Total # Meetings: | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Present: | 1 | 1 | 0 | 1 | 1 | 1 | 0 |
| Absent: | 0 | 0 | 1 | 0 | 0 | 0 | 1 |
| Absenteeism %: | 0% | 0% | 100% | 0% | 0% | 0% | 100% |
| LEGEND: | PRESENT: | | P UNEXCUSED ABSENCE: | | | U | |

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

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

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

| Meeting Date: | CORPUS | LAIRSEN | ALVAREZ | FAULSTICH | REAGAN | THOMSON | McCORMICK |
|--|--------|---------|---------|-----------|------------|---------|-----------|
| | | CHAIR | | | VICE-CHAIR | | |
| January 3, 2018 | P | P | A | P | P | P | P |
| January 17, 2018 | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG |
| February 7, 2018 | A | P | P | P | P | P | P |
| February 21, 2018 | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG | NO MTG |
| March 7, 2018 | P | A | P | P | P | P | P |
| March 21, 2018 | A | P | A | P | P | A | P |
| April 4, 2018 | A | P | P | P | P | P | P |
| April 18, 2018 | A | P | A | P | P | P | P |
| May 2, 2018 | A | P | A | P | P | P | P |
| May 16, 2018 | | | | | | | |
| June 6, 2018 | | | | | | | |
| June 20, 2018 | | | | | | | |
| July 4, 2018 | | | | | | | |
| July 18, 2018 | | | | | | | |
| August 1, 2018 | | | | | | | |
| August 15, 2018 | | | | | | | |
| September 5, 2018 | | | | | | | |
| September 19, 2018 | | | | | | | |
| October 3, 2018 | | | | | | | |
| October 17, 2018 | | | | | | | |
| November 7, 2018 | | | | | | | |
| November 21, 2018 | | | | | | | |
| December 5, 2018 | | | | | | | |
| December 19, 2018 | | | | | | | |
| Number of meetings: | 7 | 7 | 7 | 7 | 7 | 7 | 7 |
| Present: | 2 | 6 | 3 | 7 | 7 | 6 | 7 |
| Absent: | 5 | 1 | 4 | 0 | 0 | 1 | 0 |
| % Absent: | 71% | 14% | 57% | 0% | 0% | 14% | 0% |
| MEETINGS HELD THE 1ST & 3RD WEDNESDAY OF THE MONTH @ 5:30PM | | | | | | | |

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

| Angie Gonaes Sanchez | Brad Westmoreland | Mayor White | Juan Mendoza | John Castillo | Kara McGregor | Jeffrey 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 | NO MEETING |
| March | NO MEETING |
| April | NO MEETING |
| May | NO MEETING |
| June | |
| July | |
| August | |
| September | |
| October | |
| November | |
| December | |

LEGEND:

| | | | | |
|------------------|-------------------------|----------|---------------------------|----------|
| COMMENTS: | PRESENT: | P | UNEXCUSED ABSENCE: | U |
| | EXCUSED ABSENCE: | E | NO MEETING HELD: | |

To revise library policy and procedures.



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

APPOINTING COUNCIL MEMBER

| | ANGIE SANCHEZ | BRAD WESTMORELAND | KARA MCGREGOR | JUAN MENDOZA | JOHN CASTILLO | LEW WHITE | JEFFRY MICHELSON | ALTERNATE (Mayor Pro-Tem) |
|----------------------|---|-----------------------------|------------------------------|--------------------------------------|----------------------------|----------------------------------|-------------------------------|------------------------------|
| | Chris Schexnayder (06/07/16) | Dennis Placke (11/03/15) | Warren Burnett (12/04/12) | Linda Thompson-Bennett (12/07/04) | James Torres (12/18/07) | Albert Villalpando (09/05/06) | Russell Wheeler (01/20/15) | Rob Ortiz (05/06/08) |
| Meeting Date: | | | | | | | | |
| Januray 25 2018 | | | | | | | | No Meeting |
| February 22 2018 | | | | | | | | No Meeting |
| March 22 2018 | | | | | | | | No Meeting |
| April 26 2018 | | | | | | | | No Meeting |
| LEGEND: | PRESENT: | P | UNEXCUSED ABSENCE: | U | | | | |
| | EXCUSED ABSENCE: | E | NO MEETING HELD: | | | | | |
| COMMENTS: | * 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 | | | | | | | |
| | | | | | | | | |

187

| LOCKHART CITY COUNCIL FY 17-18 GOALS | | | | |
|--------------------------------------|----------|---|--|----------------|
| Category and Priority Order | | | | |
| COUNCIL MEMBER | PRIORITY | GOALS IDENTIFIED BY COUNCIL FOR FY 17-18 (as submitted by Councilmembers) | SUGGESTED FUNDING SOURCE BY COUNCILMEMBER | CATEGORY |
| BH | 3 | Continue Improving City Cemetery | with GF Expiring debt saving and/or Cemetery Tax | CEMETERY |
| Jeff M | 2 | Refurbish City Hall in the inside (to make more inviting to the public) as well as doing some landscaping outside | General Fund | CITY BLDGS |
| BW | 3 | Spruce up and clean up City properties | | CITY BLDGS |
| BH | 4 | Improve City Facilities Appearance | | CITY BLDGS |
| JC | 4 | City Facilities | | CITY BLDGS |
| AGS | 10 | Convention Center | | CONVENTION CTR |
| JC | 2 | Crime | | CRIME |
| AGS | 4 | Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is alot of training that is free but alot additional money for registration fees and course material. | | CRIME |
| Jeff M | 4 | Work with Police Department to bring back drug enforcement program | | CRIME |
| LW | 8 | Fund for helping utility customers in need | ??? | CUSTOMER SERV |
| BW | 2 | Continue to change angle parking downtown: 200 Blk S Main, 100 Blk N Main, 100 Blk N Commerce, 200 Blk E Market; little time and expense invovled | ?? | DOWNTOWN |
| LW | 2 | Downtown improvements,bathrooms, electric, pedestrian safety, beautification, wifi, lighting | | DOWNTOWN |
| AGS | 9 | Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic | | DOWNTOWN |
| LW | 1 | Expanding economic development department, budget, office, staff?, marketing | General fund, LEDC | ECCONOMIC DEV |
| AGS | 3 | Economic Development: Recurit more businesses especailly retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and speciality shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city. | | ECCONOMIC DEV |
| JC | 3 | Economic Development | | ECCONOMIC DEV |
| AGS | 5 | Subdivision development to attract more businesses to Lockhart. | | ECCONOMIC DEV |
| JM | 5 | Set up meetings with developers for more retail space shopping centers along US 183 | | ECCONOMIC DEV |

| LOCKHART CITY COUNCIL FY 17-18 GOALS | | | | |
|--------------------------------------|----------|---|---|-----------------|
| Category and Priority Order | | | | |
| COUNCIL MEMBER | PRIORITY | GOALS IDENTIFIED BY COUNCIL FOR FY 17-18 (as submitted by Councilmembers) | SUGGESTED FUNDING SOURCE BY COUNCILMEMBER | CATEGORY |
| AGS | 6 | More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants) | | ECONOMIC DEV |
| AGS | 1 | All Department Heads to Budget Salary Increases for all City Employees. | | EMPLOYEES |
| JM | 1 | City Employee Raises | | EMPLOYEES |
| JM | 2 | House or fund gym membership/space (weight rm) in Senior Center area (cardio machine) for City employees | | EMPLOYEES |
| AGS | 8 | Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off alternating system, especailly during the holidays. | | EMPLOYEES |
| BW | 1 | ENFORCE ordinances that pertain to unsightly properties all over town | | ENFORCEMENT |
| Jeff M | 1 | Enforce city ordinance regarding residential property | | ENFORCEMENT |
| Jeff M | 3 | Continue to work on City Park improvements | | PARKS |
| JM | 3 | Do inventory of City properties to idenify areas for pocket parks | LEDC funds | PARKS |
| LW | 3 | Park improvements | General fund | PARKS |
| BH | 5 | Parks Improvements | General Fund | PARKS |
| JC | 5 | Parks | | PARKS |
| AGS | 7 | Parks Improvemens: Purchase and update the park equipment to provide safe and fun filled parks for all to use. | | PARKS |
| LW | 7 | Town branch cleanup and beautification | ??? | PARKS |
| JM | 4 | Start process of Funding Sidewalks east of 183 connecting to the US 183 sidewalks | | SIDEWALKS |
| LW | 6 | sidewalk repair and expansion | general fund bond | SIDEWALKS |
| BH | 1 | IMPLEMENT SIGNAGE IN LOCKHART | General Fund (LEDC) and/or Hotel Tax | SIGNAGE |
| LW | 4 | wayfinding, branding | general fund | SIGNAGE |
| LW | 5 | Entry signs | general fund | SIGNAGE |
| Jeff M | 6 | Signage on Highway 183 and SH130 = directing people to Lockhart | | SIGNAGE |
| BW | 4 | Pursue oppportunity to move Senior Citizens' Center to St Paul United Church of Christ Property | | SR CITIZENS CTR |
| JC | 1 | Roads | Grants or impact fees | STREETS/INFRAS |
| AGS | 2 | Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods | | STREETS/INFRAS |
| BH | 2 | Continue improving City Streets | Increase Transportation Fund | STREETS/INFRAS |
| Jeff M | 5 | Continue to make improvements and redoing our city streets | | STREETS/INFRAS |

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

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

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

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

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

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

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

| Description | | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | TOTAL DEBT |
|--|---------|-----------|---------|---------|---------|---------|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|---------|---------|---------|---------|---------|---------|---------|------------|
| General Government | | | | | | | | | | | | | | | | | | | | | | |
| Hotel Tax Fund | | | | | | | | | | | | | | | | | | | | | | |
| 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 |
| Total Hotel Tax Fund P & I | | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 | | | | | | | | 520,000 |
| LEDC | | | | | | | | | | | | | | | | | | | | | | |
| 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 |
| Total LEDC Fund P & I | | 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 |
| 2015 Capital Projects Fund | | | | | | | | | | | | | | | | | | | | | | |
| 2015 Tax & Revenue | | 122,620 | | | | | | | | | | | | | | | | | | | | 122,620 |
| Total 2015 Capital Projects Fund | | 122,620 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 122,620 |
| Drainage | | | | | | | | | | | | | | | | | | | | | | |
| 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 |
| Total Drainage Fund P & I | | 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 |
| General Fund | | | | | | | | | | | | | | | | | | | | | | |
| 2008 GO Refunding | | 91,210 | | | | | | | | | | | | | | | | | | | | 91,210 |
| 2015 Tax & Revenue | | - | | | | | | | | | | | | | | | | | | | | - |
| Total General Fund P & I | | 91,210 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 91,210 |
| Debt Service Fund | | | | | | | | | | | | | | | | | | | | | | |
| 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 |
| Total Debt Service Fund P & I | | 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 |
| Total General Government | | 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 | |
|---|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|
| Proprietary | | | | | | | | | | | | | | | | | | | | | | | |
| Electric Fund | | | | | | | | | | | | | | | | | | | | | | | |
| 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 |
| Total Electric Fund P & I | | 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 |
| Water Fund | | | | | | | | | | | | | | | | | | | | | | | |
| 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 |
| Total Water Fund P & I | | 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 |
| Sewer Fund | | | | | | | | | | | | | | | | | | | | | | | |
| 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 |
| Total Sewer Fund P & I | | 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 |
| Airport Fund | | | | | | | | | | | | | | | | | | | | | | | |
| 2000 Airport | 100.00% | | | | | | | | | | | | | | | | | | | | | | - |
| Total Airport Fund P & I | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | - |
| Total Proprietary Fund P & I | | 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 |
| Grand Total | | 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 |

