

PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

TUESDAY, SEPTEMBER 18, 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.

PRESENTATION ONLY

- A. Presentation of a Proclamation declaring September 18, 2018 as "Susan Smith Day" in honor of her retirement after 24 years of dedicated service and leadership as Executive Director of the Texas Municipal League MultiState Intergovernmental Employee Benefits Pool.

DISCUSSION ONLY

- A. Discuss minutes of the City Council meetings of August 28, 2018 and September 4, 2018. *76-85*
- B. Discuss Resolution 2018-15 approving Investment Policy for the City of Lockhart, Texas. *86-99*
- C. Discuss Resolution 2018-16 authorizing the Bank OZK to accept Steven Lewis as a designated signatory for the City of Lockhart; and removing Vance Rodgers and Benny Hilburn from the Corporate Authorization Resolution to be effective October 8, 2018. *100-102*
- D. Discuss Resolution 2018-17 amending TexPool's Authorized Representatives effective October 8, 2018. *103-105*
- E. Discuss proposal by 4J Security Services to provide unarmed, uniformed, state licensed security officer services at the City of Lockhart Dr. Eugene Clark Library at a cost of \$17.90 per hour and authorizing the City Manager to finalize the contract with review by the City Attorney and for the Mayor to sign the contract for the services. *106-123*
- F. Discuss purchase of cell phone forensic extraction device and related training in the amount of \$18,204 from Cellebrite, Inc. *124-131*
- G. Discuss in the interest of a public purpose, an Assignment of Lease with minor adjustments to the existing lease from Stanely B. Martin to Martin & Martin Aviation, LLC, comprised of members John Cyrier, Ken (Reine) Smith, and Keith Uhls, and appointing the Mayor to sign the lease if approved. *132-180*
- H. Discuss in the interest of a public purpose of an Extension of Lease Agreement regarding a ground lease, a new structure lease and new rates with Mr. H.L. Baker at the Lockhart Municipal Airport, and appointing the Mayor to sign the agreement if approved. *181-213*

DISCUSSION ONLY continued....

- I. Discuss in the interest of a public purpose of an Assignment and Release of a lease agreement with Mr. Ted Jones and it being assigned to Mr. Phillip Cline, and regarding an Extension of Lease Agreement for a ground lease and a new structure lease, and new rates with Mr. Phillip Cline at the Lockhart Municipal Airport, and appointing the Mayor to sign the agreements if approved. 214-247
- J. Discuss setting up a "Good Utility Neighbor Contribution Program" whereby utility customers can donate funds to go into a special account for other customers that need help in paying their utility bill from time to time; the funds would be deposited into a special account with Community Action, Inc., of Central Texas which would distribute the funds based on their criteria. 248-260
- K. Discussion after presentation of a Draft City of Lockhart Personnel Policy. 261-268

Document separate attachment

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 the second of two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding year by 5.648878 percent. Announce that the date of the vote on the tax rate will be September 25, 2018 at 6:30 p.m. at the Clark Library Annex – Council Chambers, 217 South Main Street, 3rd Floor, Lockhart, TX 78644. 6-7
 - B. Hold a public hearing on application ZC-18-11 by Brooks Calavan on behalf of BPCH, LLC for a Zoning Change from MH Manufactured Home District to AO Agricultural-Open Space District for 5.052 acres in the Byrd Lockhart Survey, Abstract No. 17, located at 1500 North Pecos Street. 8-18
 - C. Discussion and/or action to consider Ordinance 2018-20 amending the Official Zoning Map of the City of Lockhart, Texas, to reclassify the property known as 5.052 acres in the Byrd Lockhart Survey, Abstract No. 17, and located at 1500 North Pecos Street, from MH Manufactured Home District to AO Agricultural-Open Space District.
 - D. Hold a public hearing regarding adopting the Historical Zoning Overlay Map as a supplement to the Official Zoning Map, and designating eleven properties as historic landmarks with the "HL" zoning classification. 19-75
 - E. Discussion and/or action to consider Ordinance 2018-21 adopting the Historic Zoning Overlay Map as a supplement to the Official Zoning Map, as established in Article II, Chapter 64 "Zoning" of the Lockhart Code of Ordinances; and designating Historic Landmarks with the "HL" zoning classification, as provided in Section 64-196(n), Chapter 64 "Zoning", and in Section 28-6, Chapter 28 "Historic Districts and Landmarks" of the Lockhart Code of Ordinances.

5. **CONSENT AGENDA**

- A. Approve minutes of the City Council meetings of August 28, 2018 and September 4, 2018. 76-85
- B. Approve Resolution 2018-15 approving Investment Policy for the City of Lockhart, Texas. 86-99
- C. Approve Resolution 2018-16 authorizing the Bank OZK to accept Steven Lewis as a designated signatory for the City of Lockhart; and removing Vance Rodgers and Benny Hilburn from the Corporate Authorization Resolution to be effective October 8, 2018. 100-102
- D. Approve Resolution 2018-17 amending TexPool's Authorized Representatives effective October 8, 2018. 103-105
- E. Approve proposal by 4J Security Services to provide unarmed, uniformed, state licensed security officer services at the City of Lockhart Dr. Eugene Clark Library at a cost of \$17.90 per hour and authorizing the City Manager to finalize the contract with review by the City Attorney and for the Mayor to sign the contract for the services. 106-123
- F. Approve purchase of cell phone forensic extraction device and related training in the amount of \$18,204 from Cellebrite, Inc. 124-131
- G. Approve in the interest of a public purpose, an Assignment of Lease with minor adjustments to the existing lease from Stanely B. Martin to Martin & Martin Aviation, LLC, comprised of members John Cyrier, Ken (Reine) Smith, and Keith Uhls, and appointing the Mayor to sign the lease if approved. 132-180
- H. Approve in the interest of a public purpose of an Extension of Lease Agreement regarding a ground lease, a new structure lease and new rates with Mr. H.L. Baker at the Lockhart Municipal Airport, and appointing the Mayor to sign the agreement if approved. 181-213
- I. Approve in the interest of a public purpose of an Assignment and Release of a lease agreement with Mr. Ted Jones and it being assigned to Mr. Phillip Cline, and regarding an Extension of Lease Agreement for a ground lease and a new structure lease, and new rates with Mr. Phillip Cline at the Lockhart Municipal Airport, and appointing the Mayor to sign the agreements if approved. 214-247

6. **DISCUSSION/ACTION ITEMS**

- A. Discussion and/or action regarding setting up a "Good Utility Neighbor Contribution Program" whereby utility customers can donate funds to go into a special account for other customers that need help in paying their utility bill from time to time; the funds would be deposited into a special account with Community Action, Inc., of Central Texas which would distribute the funds based on their criteria. 248-260
- B. Discussion and/or action after presentation of a Draft City of Lockhart Personnel Policy. document+separate 261-268
- C. Discussion and/or action regarding appointments to various boards, commissions or committees. 269-276
- D. Discussion and/or action regarding the proposed Fiscal Year 2018-2019 General Fund, Enterprise Fund, Debt Fund Budgets, and Proposed Funding Sources and, discussion and/or action regarding the Budget and Tax Rate Adoption Calendar, if necessary.

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

- Update: The contractor has completed about 75% of the new 18” water main on West Martin Luther King Jr. Industrial Blvd. that will connect to the large main on State Park Road at Patton.
- Update: The Stanton Apartments construction is well underway.
- Update: The new Valero Store and strip center just south of Stanton Apartments has its permits and preconstruction meeting has been held.
- Update: Vintage Springs Developer has requested that the City Manager allow them to start their dirt work.
- Report: Greater Caldwell County Hispanic Chamber Diez y Seis event.
- Report: Staff working on Texas Swing Festival with event representatives to be held September 28 and 29.
- Reminder: Staff will be presenting rate ordinances for new water costs and trash collections services at the September 25 meeting at which the Tax Rate and the FY 18-19 Budget will considered for adoption.

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

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

9. **ADJOURNMENT**

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

*** 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 14th day of September 2018 at 3:05 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 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 checked="" type="checkbox"/> Not Applicable | |
| Council Meeting Date: September 18, 2018 | | | | |
| Department: Finance | | Initials | Date | |
| Department Head: Pam Larison | Asst. City Manager | | | |
| Dept. Signature: | City Manager | | 9-14-2018 | |
| Agenda Item Coordinator/Contact (include phone #): Pam Larison / 398-3461 x229 | | | | |
| 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 | | | | |
| City Council will hold the second of two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding year by 5.648878 percent. The date of the vote on the tax rate will be September 25, 2018 at 6:30 p.m. at the Clark Library Annex – Council Chambers, 217 South Main St., 3 rd Floor, Lockhart, TX 78644. | | | | |
| FINANCIAL SUMMARY | | | | |
| X N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | | |
| 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 | | | | |
| This is the second of two public hearings concerning the increase of tax revenues. These public hearings are required by state law if your proposed tax rate exceeds the effective tax rate. | | | | |
| STAFF RECOMMENDATION | | | | |
| List of Supporting Documents: Publication Notices | | Other Departments, Boards, Commissions or Agencies: | | |

Notice of Public Hearing on Tax Increase

The City of Lockhart will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 5.648878 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code). Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The first public hearing will be held on September 4, 2018 at 7:30 PM at Clark Library Annex-Council Chambers, 217 South Main St. 3rd Floor, Lockhart, TX.

The second public hearing will be held on September 18, 2018 at 7:30 PM at Clark Library Annex-Council Chambers, 217 South Main St. 3rd Floor, Lockhart, TX.

The members of the governing body voted on the proposal to consider the tax increase as follows:

FOR: Lew White-Mayor, Angie Gonzales Sanchez-Mayor Pro-Tem, Juan Mendoza, District 1, John Castillo-District 2, Kara McGregor-District 3, Jeffry Michelson-District 4, Brad Westmorland-At-Large.

AGAINST:
PRESENT and not voting:
ABSENT:

The average taxable value of a residence homestead in City of Lockhart last year was \$127,370. Based on last year's tax rate of \$0.726000 per \$100 of taxable value, the amount of taxes imposed last year on the average home was \$924.71.

The average taxable value of a residence homestead in City of Lockhart this year is \$136,838. If the governing body adopts the effective tax rate for this year of \$0.672700 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$920.51.

If the governing body adopts the proposed tax rate of \$0.710700 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$972.51.

Members of the public are encouraged to attend the hearings and express their views.

* "Appraised value" is the amount shown on the appraisal roll and defined by Section 1.04(8), Tax Code.
** "New property" is defined by Section 26.012(17), Tax Code.
*** "Taxable value" is defined by Section 1.04(10), Tax Code.



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: September 18, 2018 | | | |
| Department: Planning | | Initials | Date |
| Department Head: Dan Gibson | Asst. City Manager | | |
| Dept. Signature: <i>Dan Gibson</i> | City Manager | <i>[Signature]</i> | <i>9-14-2018</i> |
| 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 | | | |
| <p>Hold a PUBLIC HEARING on application ZC-18-11 by Brooks Calavan on behalf of BPCH, LLC, and discussion and/or action to consider Ordinance 2018-20, for a Zoning Change from MH Manufactured Home District to AO Agricultural—Open Space District for 5.052 acres in the Byrd Lockhart Survey, Abstract No. 17, located at 1500 North Pecos Street.</p> | | | |
| FINANCIAL SUMMARY | | | |
| <input checked="" type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | |
| SUMMARY OF ITEM | | | |
| <p>The current MH zoning classification allows a subdivision containing manufactured and/or site built homes by-right, and a manufactured home park upon approval of a specific use permit (SUP). However, the applicant wishes to develop a recreational vehicle (RV) park on the subject property. RV parks are allowed only in the AO and CHB districts, and require a specific use permit in both. So, the first step is rezoning the property to either AO or CHB and, if the zoning change is approved, then the second step will be an application for approval of the RV park. Because the site is along a street that is otherwise primarily single-family residential and has a future designation of low density residential on the Lockhart 2020 Land Use Plan map, staff encouraged the applicant to choose the lower intensity AO district option instead of the high intensity CHB district option. This application and public hearing are only for the proposed rezoning to AO, and are not specifically for an RV park, which would be subject to approval of a specific use permit if the zoning change is successful. The requested AO district zoning classification is not exactly consistent with the Low Density Residential designation on the Land Use Plan map, but neither is the existing MH district zoning classification. For uses allowed by-right in the AO district, it would actually be considered less intensive than low density residential. Some uses listed as specific uses, though, could be more intensive, such as the planned RV park. The only other zoning that more closely aligns with the Land Use Plan map designation is the RLD district, which is low density residential. Additional information is available in the attached staff report.</p> | | | |
| STAFF RECOMMENDATION | | | |
| Staff recommends APPROVAL of Ordinance 2018-20. | | | |
| List of Supporting Documents: | Other Board or Commission Recommendation: | | |
| Ordinance, Legal description, Maps, Staff report, Application form | At their September 12 th meeting, the Planning and Zoning Commission voted 6-0, with one member absent, to recommend DENIAL. <i>8</i> | | |

ORDINANCE 2018-20

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 5.052 ACRES IN THE BYRD LOCKHART SURVEY, ABSTRACT NO. 17, AND LOCATED AT 1500 NORTH PECOS STREET, FROM MH MANUFACTURED HOME DISTRICT TO AO AGRICULTURAL—OPEN SPACE DISTRICT.

WHEREAS, on September 12, 2018, the Planning and Zoning Commission held a public hearing and voted unanimously to recommend denial of said change; and,

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

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

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

I. The above-referenced property described in Zoning Change request ZC-18-11 as 5.052 acres in the Byrd Lockhart Survey, Abstract No. 17, more particularly described in Exhibit A, and located at 1500 North Pecos Street, will be reclassified from MH Manufactured Home District to AO Agricultural—Open Space District.

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 18th DAY OF SEPTEMBER, 2018.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Peter Gruning, City Attorney

EXHIBIT "A"

Metes and Bounds Description

BEGINNING at an iron pin found in the Northwest corner of the above mentioned Legion tract and in the East line of Pecos Street and in the Southwest corner of a tract of land conveyed to Homer May and described in Volume 146 at Page 521 of the Deed of Trust Records of Caldwell County, Texas, for the Northwest corner this tract. THENCE North 78 degrees 51 min. 52 sec. East with the South line of the above mentioned May tract 315.89 feet to an iron pin found in the Northwest corner of a tract of land conveyed to the Lockhart I.S.D by deed recorded in Volume 83 at Page 580 of the Official Records of Caldwell County, Texas, for a reentrant corner this tract. THENCE South 11 degrees 08 min. 8 sec. East with the West line of the said L.I.S.D. tract 200.00 feet to an iron tract for an ell corner this tract. THENCE North 78 degrees 51 min. 52 sec. East with the South line of the above mentioned L.I.S.D tract 82.60 feet to an iron pin found in the Northwest corner of a tract of land conveyed to Tom J. Connolly by deed recorded in Volume 484 at Page 703 of the said Deed Records for the Northeast corner of this tract. THENCE South 07 deg. 58 min. 28 sec. East with the West line of the said Connolly tract 493.43 feet to an iron pin found in the Northeast corner of the Park & Ride leased to the City of Lockhart for the Southeast corner this tract. THENCE South 79 degrees 14 min. 30 sec. West with the North line of the said Park & Ride tract 277.77 feet to an iron pin found in the East line of Pecos Street for the Southwest corner this tract. THENCE North 18 degrees 50 min. 40 sec. West with the East line of Pecos Street 697.15 feet to the Place of Beginning, containing 5.052 acres of land, more or less. Survey by Claude F. Hinkle, RPLS #1612, dated January 17, 1996.



ZC-18-11

MH TO AO

1500 N PECOS ST

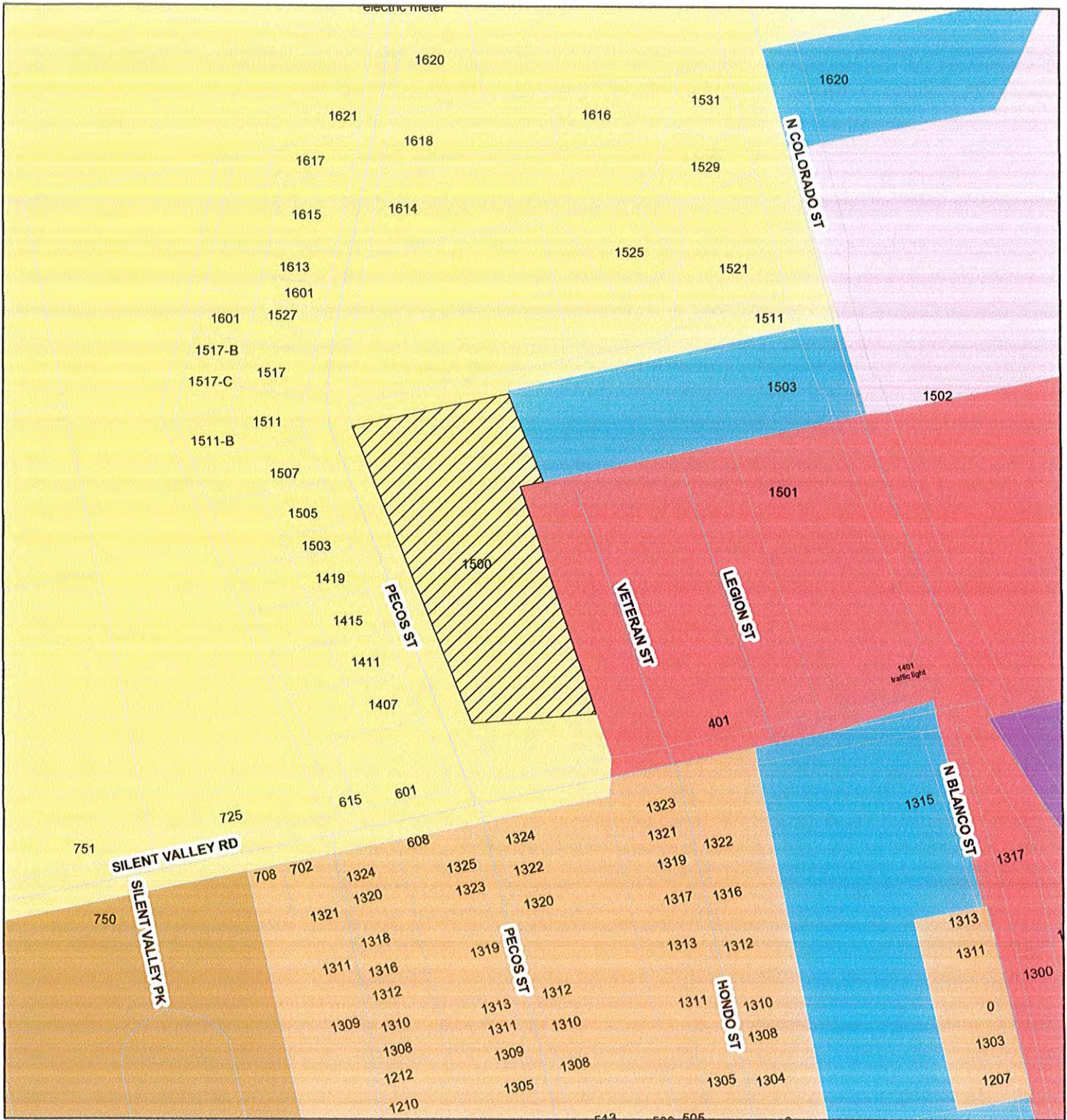


scale 1" = 300'

ZONING DISTRICTS

- AGRICULTURAL-OPEN SPACE
- COMMERCIAL HEAVY BUSINESS
- INDUSTRIAL LIGHT
- MANUFACTURED HOME
- PLANNED DEVELOPMENT
- RESIDENTIAL HIGH DENSITY
- RESIDENTIAL LOW DENSITY
- RESIDENTIAL MEDIUM DENSITY

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FUTURE LANDUSE

MH TO AO

1500 N PECOS ST



- GENERAL-HEAVY COMMERCIAL
- LIGHT-MEDIUM COMMERCIAL
- MIXED RETAIL, OFFICE, RESIDENTIAL
- PUBLIC AND INSTITUTIONAL
- RESIDENTIAL, HIGH DENSITY
- RESIDENTIAL, LOW DENSITY
- RESIDENTIAL, MEDIUM DENSITY

scale 1" = 300'

CASE SUMMARY

STAFF: Dan Gibson, City Planner CASE NUMBER: ZC-18-11
 REPORT DATE: September 5, 2018 [Updated 9-13-18]
 PLANNING & ZONING COMMISSION HEARING DATE: September 12, 2018
 CITY COUNCIL HEARING DATE: September 18, 2018
 REQUESTED CHANGE: MH to AO
 STAFF RECOMMENDATION: **Approval**
 PLANNING & ZONING COMMISSION RECOMMENDATION: **Denial**

BACKGROUND DATA

APPLICANT(S): Brooks Calavan
 OWNER(S): Same
 SITE LOCATION: 1500 North Pecos Street
 LEGAL DESCRIPTION: Metes and bounds
 SIZE OF PROPERTY: 5.052 acres
 EXISTING USE OF PROPERTY: Vacant land
 LAND USE PLAN DESIGNATION: Low Density Residential

ANALYSIS OF ISSUES

REASON FOR REQUESTED CHANGE: The current MH zoning classification allows a subdivision containing manufactured and/or site built homes by-right, and a manufactured home park upon approval of a specific use permit (SUP). However, the applicant wishes to develop a recreational vehicle (RV) park on the subject property. RV parks are allowed only in the AO and CHB districts, and require a specific use permit in both. So, the first step is rezoning the property to either AO or CHB and, if the zoning change is approved, then the second step will be an application for approval of the RV park. Because the site is along a street that is otherwise primarily single-family residential and has a future designation of low density residential on the Lockhart 2020 Land Use Plan map, staff encouraged the applicant to choose the lower intensity AO district option instead of the high intensity CHB district option. This application and public hearing are only for the proposed rezoning to AO, and are not specifically for an RV park, which would be subject to approval of a specific use permit if the zoning change is successful.

AREA CHARACTERISTICS:

| | Existing Use | Zoning | Land Use Plan |
|-------|--|-------------|--|
| North | Single-family residential | RLD | Low Density Residential |
| East | Manufactured home park, LISD facility | MH, CHB | General-Heavy Commercial, Public and Institutional |
| South | Parking lot, Single-family residential | MH, RMD, IL | General-Heavy Commercial, Medium Density Residential, Public and Institutional |
| West | Single-family residential, Church | RLD | Low Density Residential |

TRANSITION OF ZONING DISTRICTS: There is existing AO zoning in the general area to the west and north, but not adjacent to or across the street from the subject site. The requested AO zoning does allow development of single-family dwellings on lots of at least one acre, so in that sense it's possible that a large-lot residential development on the subject property would have a seamless transition in terms of compatibility with the existing single-family homes along North Pecos Street. However, that is not the planned use of the property.

ADEQUACY OF INFRASTRUCTURE: The proposed development will be required to have all necessary public infrastructure, regardless of the zoning classification. It's possible to develop the site as a single lot, or to subdivide it into multiple lots. Depending on the size and location of lots, a new internal public street might be required. A manufactured home park or RV park would be allowed to have an private internal street network. Even if the ownership is not divided by platting multiple lots requiring approval of a subdivision plat, development of any use other than one single or two-family dwelling would still require approval of a development plat, which then enables enforcement of all normal subdivision standards, including sidewalks, etc.

POTENTIAL NEIGHBORHOOD IMPACT: The AO district is considered a fairly low intensity classification with regard to uses allowed by-right, so it would not have negative impacts any greater than the current MH zoning. More intense uses such as an RV park are allowed as specific uses, but they require another application and public hearing where the specific potential impacts can be assessed.

CONSISTENCY WITH COMPREHENSIVE PLAN: The requested AO district zoning classification is not exactly consistent with the Low Density Residential designation on the Land Use Plan map, but neither is the existing MH district zoning classification. For uses allowed by-right in the AO district, it would actually be considered less intensive than low density residential. Some uses listed as specific uses, though, could be more intensive, such as the planned RV park or other uses such as campgrounds, outdoor commercial amusements, rodeo and riding facilities, and livestock and poultry production facilities (excluding processing).

ALTERNATIVE CLASSIFICATIONS: A subdivision for manufactured and/or site-built homes on lots at least 7,000 square-feet in size would be considered low density and would be possible under the current MH zoning. The only other zoning that more closely aligns with the Land Use Plan map designation is the RLD district, which is low density residential. As noted previously, the only other zoning classification that allows the proposed RV park use is the CHB Commercial Heavy Business district, where the RV park would still require an SUP. However, the CHB zoning would also allow by-right many other high intensity uses that would be more likely to conflict with the existing abutting single-family and manufactured home park uses.

RESPONSE TO NOTIFICATION: No written response, but a representative of the American Legion, which has property within 200 feet, asked some questions on their behalf at the Planning and Zoning Commission public hearing.



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 Brooks Calavan
DAY-TIME TELEPHONE 5126266547
E-MAIL brooks@calavan.net

ADDRESS 11501 Silverlake ct
Austin, Tx 78732

OWNER NAME BPCH LLC
DAY-TIME TELEPHONE 512-626-6547
E-MAIL brooks@calavan.net

ADDRESS 11501 Silverlake ct
Austin, Tx 78732

PROPERTY

ADDRESS OR GENERAL LOCATION 1500 N Pecos
LEGAL DESCRIPTION (IF PLATTED) See Attached
SIZE 5.052 ACRE(S) LAND USE PLAN DESIGNATION Low Density Residential
EXISTING USE OF LAND AND/OR BUILDING(S) Vacant
PROPOSED NEW USE, IF ANY RV park

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION MH
TO PROPOSED ZONING CLASSIFICATION AO
REASON FOR REQUEST Current zoning regulations do not allow an RV park under MH zoning so I need to change zoning and request a special use permit.

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 \$251.08 PAYABLE TO THE CITY OF LOCKHART AS FOLLOWS:

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

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

SIGNATURE 

DATE 8-8-2018

OFFICE USE ONLY

ACCEPTED BY 

RECEIPT NUMBER 816944

DATE SUBMITTED 8-10-18

CASE NUMBER ZC - 18 - 11

DATE NOTICES MAILED 8-24-2018

DATE NOTICE PUBLISHED 8-30-2018

PLANNING AND ZONING COMMISSION MEETING DATE 9-12-18

PLANNING AND ZONING COMMISSION RECOMMENDATION Denial 6-0

CITY COUNCIL MEETING DATE 9-18-18

DECISION _____



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | |
|--|---------------------|--|---|
| CITY SECRETARY'S USE ONLY <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory | Reviewed by Finance | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| | Reviewed by Legal | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Date: September 18, 2018 | | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Department: Planning | | Initials | Date |
| Department Head: Dan Gibson | Asst. City Manager | | |
| Dept. Signature: <i>Dan Gibson</i> | City Manager | <i>DG</i> | <i>9-14-2018</i> |
| 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"/> OTHER <input type="checkbox"/> NONE | | | |
| CAPTION | | | |
| Hold a PUBLIC HEARING, and discussion and/or action to consider Ordinance 2018-21 adopting the Historical Zoning Overlay Map as a supplement to the Official Zoning Map, and designating eleven properties as historic landmarks with the "HL" zoning classification.. | | | |
| FINANCIAL SUMMARY | | | |
| <input checked="" type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | |
| SUMMARY OF ITEM | | | |
| <p>The process of designating historic landmarks as provided in the Zoning Ordinance and Historic Districts and Landmarks Ordinance was begun in 1996. Eligible properties were identified and consent was obtained from owners of some properties. However, there was never any adoption of any ordinance or other formal action by the City Council to complete the process. Staff responsibility for administering the Historic Districts and Landmarks Ordinance was transferred from Building Inspections to Planning several years ago when we had an employee who was exceptionally qualified for that role. She, and after her departure her successor, were designated as the Historical Preservation Officer and researched the potential historic landmarks in order to obtain consent from new owners where properties had been sold. The second planning staff member in that role left after a relatively short tenure and Kevin Waller, Assistant City Planner, is now the Historical Preservation Officer. Buildings within the Courthouse Square Historic District are already subject to the historic preservation rules, so the new landmarks are all buildings outside the district. Because the "HL" historic landmark classification is an overlay zoning designation, adoption of a supplement to the official zoning map is required to show the location of the historic districts and landmarks.</p> | | | |
| STAFF RECOMMENDATION | | | |
| Staff recommends APPROVAL of Ordinance 2018-21. | | | |
| List of Supporting Documents: | | Other Board or Commission Recommendation: | |
| Ordinance 2018-21, Exhibit A "Historic Zoning Overlay Map", Exhibit B "Historic Landmarks", staff memo, historic landmark applications. | | The Historical Preservation Commission voted unanimously at their September 5 th meeting to recommend APPROVAL. | |
| | | <i>19</i> | |

ORDINANCE 2018-21

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS ADOPTING THE HISTORIC ZONING OVERLAY MAP AS A SUPPLEMENT TO THE OFFICAL ZONING MAP, AS ESTABLISHED IN ARTICLE II, CHAPTER 64 "ZONING" OF THE LOCKHART CODE OF ORDINANCES; AND DESIGNATING HISTORIC LANDMARKS WITH THE "HL" ZONING CLASSIFICATION, AS PROVIDED IN SECTION 64-196(n), CHAPTER 64 "ZONING", AND IN SECTION 28-6, CHAPTER 28 "HISTORIC DISTRICTS AND LANDMARKS" OF THE LOCKHART CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, various buildings and residences in Lockhart were identified as potential historic landmarks, and a list was compiled in 1996 for adoption of the "HL" historic landmark overlay zoning classification where the owners of properties on the list consented to such designations; and,

WHEREAS, no evidence exists that the proposed "HL" zoning designations were actually adopted by ordinance as required; and,

WHEREAS, in the years since 1996, the ownership and/or owners' consent for some properties to be designated as "HL" has changed, and additional properties have been considered; and,

WHEREAS, a total of eleven eligible properties that are not already regulated within the Courthouse Square Historic District are now ready for the "HL" historic landmark overlay zoning classification; and,

WHEREAS, for effective mapping of the "HL" historic landmark overlay zoning classifications, a supplement to the official zoning map has been created to show only historic districts and landmarks; and,

WHEREAS, the Lockhart Historical Preservation Commission held a public hearing on September 5, 2018, and voted unanimously to recommend adoption of the Historic Zoning Overlay Map as a supplement to the Official Zoning Map, and designation of historic landmarks with the "HL" zoning classification; and,

WHEREAS, the City Council has held a public hearing and determined that such action serves a public purpose;

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

- i. Exhibit A "Historic Overlay Zoning Map" be adopted as a supplement to the Official Zoning Map.
- ii. Exhibit B "Historic Landmarks" be adopted designating eleven properties as historic landmarks with the zoning classification of "HL".

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 18th DAY OF SEPTEMBER, 2018.

CITY OF LOCKHART

Lew White
Mayor

ATTEST:

APPROVED AS TO FORM:

Connie A. Constancio, TRMC
City Secretary

Peter Gruning
City Attorney

EXHIBIT A CITY OF LOCKHART HISTORIC OVERLAY ZONING MAP

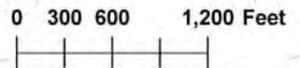


| # | BUILDING | ADDRESS |
|----|--|----------------------|
| 1 | Coopwood House | 412 W San Antonio St |
| 2 | John T. Storey Home | 504 S Main St |
| 3 | McNeal - Swearingen House | 1000 Magnolia St |
| 4 | Lockhart Vocational High School | 1104 E Market St |
| 5 | Joe Masur Home | 217 N Blanco St |
| 6 | Karbach - Flowers Home | 219 Hackberry St |
| 7 | Mebane Home | 508 State Park Rd |
| 8 | Edward August Masur House and Masur Carriage House | 703 W San Antonio St |
| 9 | Brock Cabin | 400 S Colorado St |
| 10 | DuBoise/Baker House | 731 S Commerce St |
| 11 | W.E. Field House | 215 W San Antonio St |

SOURCE : CALDWELL COUNTY APPRAISAL DISTRICT AND THE CITY OF LOCKHART

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

Updated Date: 9/13/2018



LEGEND

- HISTORICAL DISTRICT (H)
- HISTORIC LANDMARKS (HL)

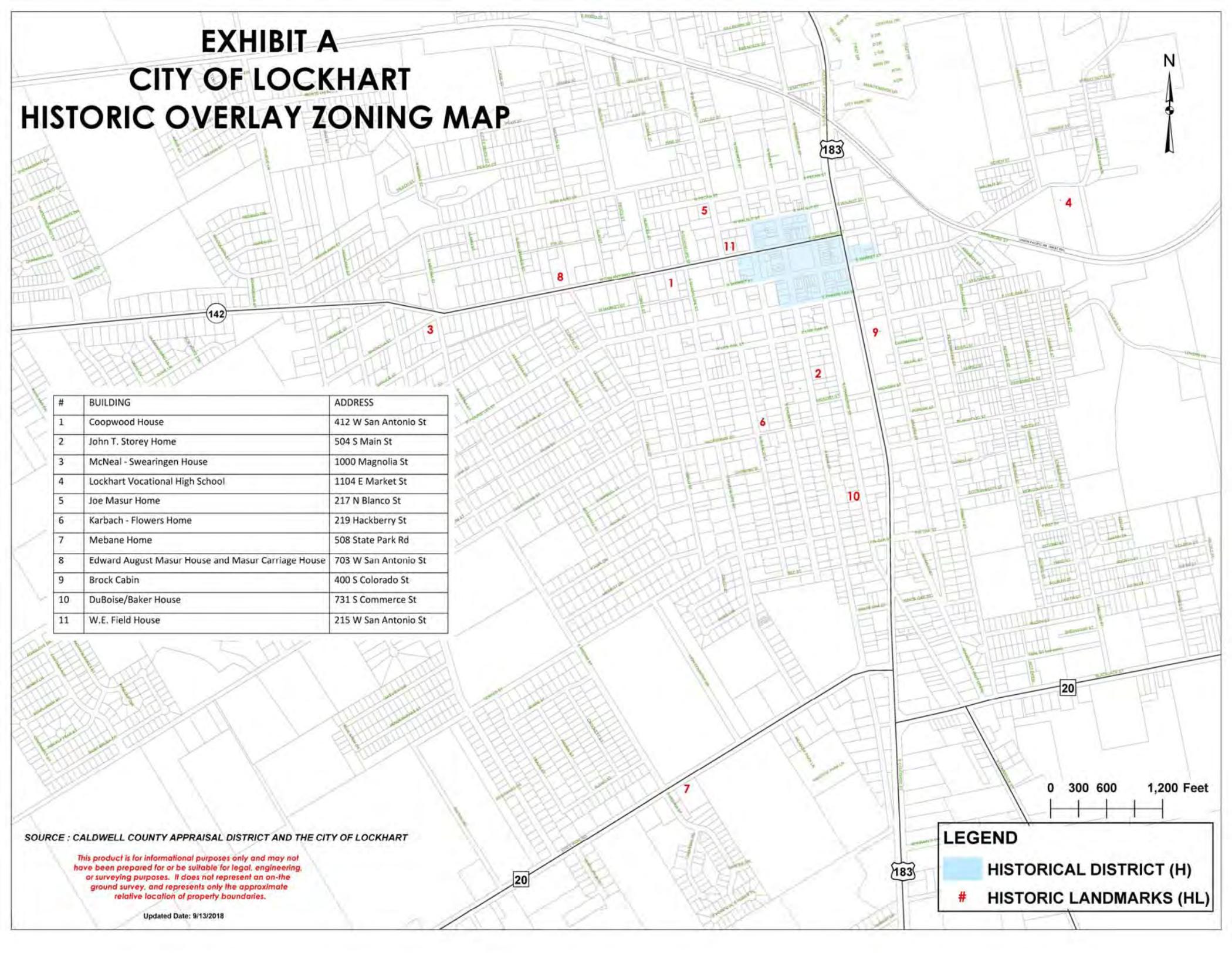


EXHIBIT B

HISTORIC LANDMARKS

| MAP KEY | BUILDING | ADDRESS | LEGAL DESCRIPTION | PROPERTY SIZE (UNPLATTED LOTS) | CURRENT OWNER(S) |
|---------|--|------------------------|--|--------------------------------|--|
| 1 | Coopwood House | 412 W. San Antonio St. | Part of Lot 3, Block 45, Original Town of Lockhart | 0.89 Acre | Ronda Reagan |
| 2 | John T. Storey Home | 504 S Main St. | Original Town of Lockhart | 0.48 Acre | Russell and Margaret Riddle |
| 3 | McNeal - Swearingen House | 1000 Magnolia St. | Lot 2-A, Block 2, Mrs. M.M. Blanks Addition | Platted | H. Coyle and Henry M. Buhler |
| 4 | Lockhart Vocational High School | 1104 E. Market St | Byrd Lockhart, A-17 | 2.9 Acres | Most Worshipful Prince Hall Grand Lodge Free and Accepted Masons of Texas and Jurisdictions, c/o Tracy C. Bittle |
| 5 | Joe Masur House | 217 N. Blanco St. | Part of Lot 4, Block 48, Original Town of Lockhart | 0.47 Acre | Edward and Anita Strayer |
| 6 | Karbach - Flowers Home | 219 Hackberry St. | Lots 19 and 20, Heppenstall Addition | Platted | Robert Hanna |
| 7 | Mebane Home | 508 State Park Rd. | Francis Berry, A-2 | 1.726 Acres | Robert and Joan Anchondo |
| 8 | Edward August Masur House and Masur Carriage House | 703 W. San Antonio St. | Part of Lot 1, Block 48, Original Town of Lockhart | 1.45 Acres | Confidential |
| 9 | Brock Cabin | 400 S. Colorado St. | Part of Blocks 5 and 8, Original Town of Lockhart | Unknown | City of Lockhart |
| 10 | DuBoise/Baker House | 731 S. Commerce St. | Byrd Lockhart, A-17 | 0.4 Acre | Clare Brice |
| 11 | W. E. Field House | 215 W. San Antonio St. | Lots 1 and 2, Block 21, Original Town of Lockhart | 0.66 Acre | William Gold |

TO: Mayor White and City Council Members
FROM: Kevin Waller, Assistant City Planner *KW*
SUBJECT: Historic Landmarks
DATE: September 11, 2018

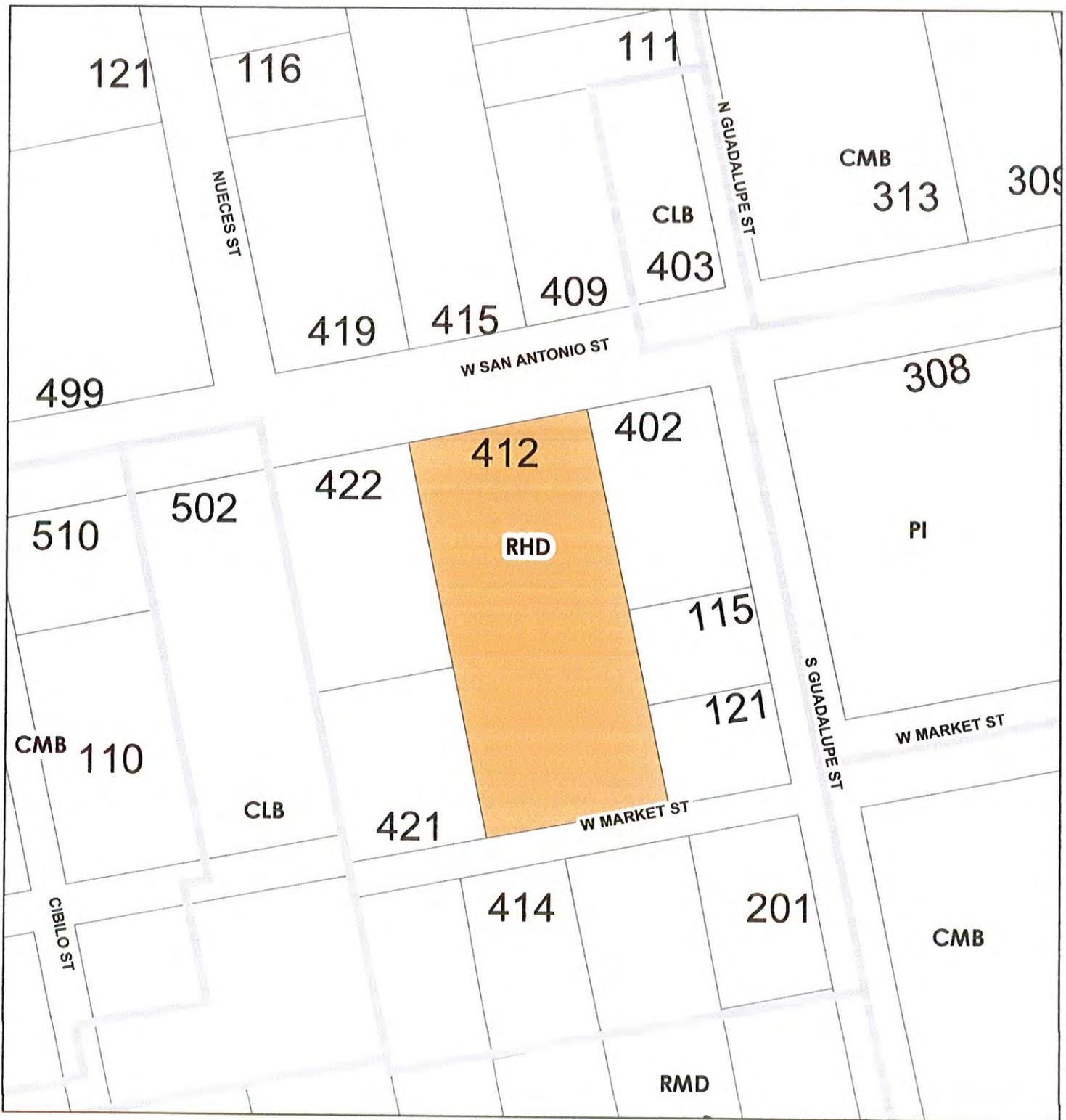
City of Lockhart MEMO

Below is the current list of properties for which applications have been submitted to be included in the first round of Historic Landmark designation. This will finalize the process that was started in February 1996. Color photos of the properties will be presented at the Council’s September 18 Public Hearing, and copies of the applications are enclosed in your agenda packet.

At its September 5, 2018 Public Hearing, the Lockhart Historical Preservation Commission unanimously voted to recommend approval of these properties as Historic Landmarks with the “HL” zoning classification to the City Council. The Commission’s recommendation also included adoption of the Historic Zoning Overlay Map (enclosed) as a supplement to the Official Zoning Map.

| Address | Name | Application Submitted By | Current Owner |
|-------------------------|---|-------------------------------|--|
| 412 W. San Antonio St.* | Coopwood House | Philip Von Kohl | Ronda Reagan |
| 504 S. Main St. | John T. Storey Home | Margaret Riddle | Same |
| 1000 Magnolia St. | McNeal-Swearingen House | H. Coyle Buhler | Same |
| 1104 E. Market St.* | Lockhart Vocational High School | Royal Feast Masonic Lodge 214 | Most Worshipful Prince Hall Grand Lodge Free and Accepted Masons of Texas and Jurisdictions, c/o Tracy C. Bittle |
| 217 N. Blanco St. | Joe Masur House | Edward and Anita Strayer | Same |
| 219 Hackberry St.* | Karbach-Flowers Home | Robert and Barbara J. Hanna | Same |
| 508 State Park Rd.* | Mebane Home | Billy and Patsy R. Visage | Robert L. and Joan T. Anchondo |
| 703 W. San Antonio St. | Edward August Masur House and Masur Carriage House | MJ and Kathy McCormick | Confidential |
| 400 S. Colorado St. | Brock Cabin | City of Lockhart | Same |
| 731 S. Commerce St. | DuBoise/Baker House | Clare C. Brice | Same |
| 215 W. San Antonio St. | W.E. Field House | William Gold | Same |

* Recorded Texas Historic Landmark



HL-18-01

412 W SAN ANTONIO ST (SH 142)

COOPWOOD HOUSE

HISTORIC LANDMARK



 Subject Property

scale 1" = 100'



HISTORIC LANDMARK APPLICATION

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

APPLICANT / PROPERTY OWNER

NAME: Ronda Reagen ADDRESS: 412 W. San Antonio
DAY-TIME TELEPHONE: 512-757-1121 Lockhart, TX
E-MAIL: rreagen2@austin.rr.com 78644

PROPERTY

ADDRESS OR GENERAL LOCATION: 412 W. San Antonio St.
LEGAL DESCRIPTION (IF PLATTED): _____
HISTORICAL NAME (IF KNOWN): Coopwood House
EXISTING USE OF BUILDING(S): residential

HISTORIC SIGNIFICANCE

BUILDER/ARCHITECT (IF KNOWN): Blanks
DATE OF ORIGINAL CONSTRUCTION (IF KNOWN): 1886
STATE OR NATIONAL HISTORIC DESIGNATION(S) (IF ANY): Texas Historical Marker

PROPERTY OWNER AUTHORIZATION

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.

IF THE APPLICATION IS NOT SUBMITTED BY THE PROPERTY OWNER OF RECORD, A LETTER AUTHORIZING THE APPLICANT TO REQUEST HISTORIC LANDMARK DESIGNATION ON THE PROPERTY OWNER'S BEHALF IS REQUIRED, AND MUST BE SIGNED AND DATED BY THE PROPERTY OWNER.

SIGNATURE OF PROPERTY OWNER: Ronda Reagen
PRINTED NAME: Ronda Reagen DATE: 3-15-17

SUBMITTAL REQUIREMENTS

PLEASE ATTACH THE FOLLOWING INFORMATION TO THE APPLICATION:

1. A WRITTEN STATEMENT DESCRIBING THE HISTORIC SIGNIFICANCE OF THE PROPERTY, INCLUDING NAMES AND DATES FOR SIGNIFICANT PEOPLE ASSOCIATED WITH THE PROPERTY (BUILDERS, ARCHITECTS, PREVIOUS OWNERS, ETC.). PLEASE PROVIDE REFERENCES AND SOURCES FOR ANY RESEARCH PROVIDED.
2. A WRITTEN ARCHITECTURAL DESCRIPTION OF THE BUILDING(S) TO BE DESIGNATED, INCLUDING ARCHITECTURAL STYLE(S), FEATURE(S), ETC. PLEASE INCLUDE ANY INFORMATION REGARDING MAJOR ALTERATIONS OR ADDITIONS TO THE PROPERTY THAT HAVE HAPPENED OVER TIME. PLEASE PROVIDE REFERENCES AND SOURCES FOR ANY RESEARCH PROVIDED.
3. LOCATION MAP OF THE PROPERTY.
4. CURRENT COLOR PHOTOGRAPHS OF ALL FOUR SIDES OF THE PROPERTY.
5. ANY RELEVANT DOCUMENTATION YOU HAVE REGARDING THE HISTORY OF THE PROPERTY (HISTORIC PHOTOGRAPHS, NEWSPAPER ARTICLES, ARCHITECTURAL DRAWINGS, SECONDARY SOURCES, ETC.).

OFFICE USE ONLY

CASE NUMBER: HL- 18-01 DATE SUBMITTED: 8/15/17
ACCEPTED BY: Karin Waller
HISTORIC PRESERVATION COMMISSION MEETING DATE: 9/5/18
CITY COUNCIL MEETING DATE: _____
HISTORIC PRESERVATION COMMISSION RECOMMENDATION: Approval (5-0)
CITY COUNCIL DECISION: _____ VOTE: _____

APPLICATION FOR LOCKHART HISTORIC LANDMARK DESIGNATION

Application Receipt Date: 1-31-96 Application / Designation No. HL-18-01
 Property Street Address: 412 West SAN ANTONIO - LOCKHART, TEXAS 78644
 Correct Historical Name Of Property: THE COOPWOOD HOUSE

Legal Owner: Philip & Marilyn von Kohl Occupant Of Property: OWNERS

Mailing Address: 412 W. SAN ANTONIO Mailing Address _____
LOCKHART, TEXAS 78644

Telephone 512 376 5139 Telephone _____
 Property Legal Description R18133 (14365) ADIT LOCKHART BYRD - ACRES - 89 Zoning 46-002 00 Current Use Private residence
PART OF LOT 3 BLOCK 45-0003017 - 100465 C. 1896

Approximate Age Of Structure _____ Date Of Original Construction 1896 Dates Any Structures Were Moved _____

List Any Historical Designations Or Certifications Previously Awarded This Property: _____
TEXAS HISTORICAL LANDMARK

Describe The Historical Significance Of The Property, Structures, People, Or Events Which May Qualify This Property For A Lockhart Historic Landmark Designation. Include Names, Dates And Descriptions Of Known Builder, Prior Ownerships, Major Remodeling And Changes In The Property. (Attach Additional Pages And Documentation, If Needed)

See Attachments relating To Dr. Thomas Benton Coopwood

Location Map Photos/Sketch Of Significant Structures: Photos/Sketch Of Property Site Print Documentation

On this day, I do solemnly swear that the statements above, and attached, concerning the above described property are true and that I am the owner, or am authorized by the owner to act as an agent, of said property in procuring the certification requested.

Applicant's Signature: Philip von Kohl Date: JAN 26 - 1996
(Note: The Applicant must be the legal owner of the property unless acting as the legal agent for the legal owner. Attach documentation which clearly shows legal ownership, and identification of any agent of the owner, by Name, Address and Telephone Number and the agency authority granted by the Owner.)

Reviewed: Historical Preservation Officer: [Signature] Date: JAN 31, 1996

Approved: Historical Preservation Commission: [Signature] Date: 1-31-96

Approved: Lockhart City Council: _____ Date: 28

Official Texas Historical Building Marker to attach to wood
Caldwell County (Order #5408)

Location: 412 W. San Antonio, Lockhart

THE COOPWOOD HOUSE*

A ONE-STORY RESIDENCE STOOD ON
THIS LOT WHEN BUSINESSMAN JAMES
G. BLANKS (1862-1927) PURCHASED THE
PROPERTY IN 1896. HE ADDED ANOTHER
FLOOR AND COMPLETED THE HOUSE
IN THE CLASSICAL REVIVAL STYLE
POPULAR AT THE TIME. IN 1908 BLANKS
SOLD THE STRUCTURE TO DR. THOMAS
BENTON COOPWOOD (1860-1932), A NOTED
LOCKHART PHYSICIAN WHO SERVED AS
CALDWELL COUNTY HEALTH OFFICER
FOR OVER 30 YEARS. MEMBERS OF
THE COOPWOOD FAMILY OCCUPIED THE
HOME UNTIL 1970.**

RECORDED TEXAS HISTORIC LANDMARK - 1979***

*1/2 inch lettering
**3/8 inch lettering
***1/4 inch lettering

THE COOPWOOD HOUSE - 412 W. San Antonio

Mr. James Blanks had this house built around 1896. In 1908 he sold it to Dr. Thomas Benton Coopwood and his wife, Eva. Dr. Coopwood established a medical practice in Lockhart in 1891. He served as Caldwell County Health Officer for over thirty years, and is thought to have been the first to hold this position. He died in Lockhart at age 72 in 1932. Members of the Coopwood family occupied the home until 1970. This was the first private residence in Caldwell County to be designated a Texas Historical Landmark.

Philip von Kohl
412 West San Antonio
Lockhart, Texas 78644

Jan 26 - 1996

To Historical Preservation officer

I just discovered that I looked the
only clean final copy of the
research narrative I submitted to
The Texas Historical Commission in
1979 to a Lockhart reporter -
So, the enclosed copy is somewhat
marked up - If necessary I could
probably get another from the
Texas Commission -

Philip

THE COOPWOOD HOUSE
by Philip Von Kohl

The house at 412 West San Antonio is on land conveyed to Byrd Lockhart in an 1831 Mexican land grant. Lockhart, an early Indian fighter and scout, and deputy surveyor of Green DeWitt's colony, petitioned for four leagues of land on Plum Creek, in what is present day Caldwell County, as payment for two roads he had built at his own expense.¹ By 1848 Lockhart had died and the land legally was to be divided among his heirs. But by an act of the State Legislature the heirs were ordered to subdivide the land into plots and sell it to the families that had settled around Lockhart Springs.

The first entry of this particular lot in the Caldwell County records is the sale of the land by John W. Montgomery to L. D. Bowden in 1886.² The next transaction takes place in 1896 when Mollie B. Bowden sells the lot to James G. Blanks.³

Valuations on the site would indicate that the original, one-story house existed by 1896.

James G. Blanks had the ^xhouse built about 1900;⁴ it is not known who did the actual construction. Mr. Blanks was born in Lockhart Sept. 15, 1862.⁵ He attended college at Missouri State University and then joined his father's real estate and mercantile interests in Lockhart. In 1890 he became active in business in Yoakum, Texas, helping organize the First National Bank of Yoakum. In 1892 he formed the Blanks Ice, Water, and Power Company. He was also president of the Yoakum Oil Mill. He died in Los Angeles, California in 1927.

Benton Coopwood of Austin says that Blanks added the second story.

The house is a typical classical revival two story frame house with a one story porch across the facade and a two story pedimented portico over the central portion.⁶ There are eight

See
Parnell
1-23-79

* See Appendix 2; Blanks had the house added to, not built in the original, HP 2-1-79

main rooms, three large halls, 2 small rooms, and a ground floor rear screened sleeping porch and an open east side porch. The two original fireplaces are still in use in the living and dining rooms.

The house is on a lot somewhat less than 1 acre. At the rear of the lot there was until the mid 1930's a stable for horses.⁷ At the immediate rear of the main house there was a small dwelling for a cook and her husband who ^{attended} to the animals, etc. This structure was also removed in the 1930's.

In June 1908 James G. Blanks sold the house and lot to Dr. Thomas Benton Coopwood and his wife Eva.⁸ Dr. Coopwood was born in Carol_l County, Mississippi in 1860. He was practicing medicine in Tilmon*, Texas, in 1880. He established his medical practice in Lockhart in 1891.⁹ In 1917 he joined other doctors in the community to found the Lockhart Sanitorium, the first Lockhart hospital. He was Caldwell County Health Office Physician for over thirty years and is thought to have been the first to hold this position. He died in Lockhart at age 72 in 1932. He is considered one of the pioneer physicians of Caldwell County. A log cabin used by him in his rural practice was moved to Luling by the Luling Garden Club and has been awarded a Texas Historical Marker.

Part of the M. J. at

Census records verify this and supplement D.P. 1-23-79

1891 is given as the year he established his practice in Tilmon, or the country in Lockhart in 1891. D.P. 1-23-79

The house was purchased from Julia Coopwood, daughter of Thomas Benton Coopwood in 1970 by Philip and Marilyn von Kohl. It has been in continuous use as a residence since its construction and is in excellent condition. The principal alteration was

*Tilmon is also in Caldwell County, about 12 miles SE of Lockhart.

made on July 4, 1976, when the current owners replaced the glass above and on each side of the front entrance with stained glass depicting a bicentennial motif. (photo enclosed).

DR. THOMAS BENTON COOPWOOD

Dr. Coopwood was born at Carrollton, Carol County, Mississippi, on November 19, 1860, the son of T. B. Coopwood, who later came to Texas and settled in Caldwell County. He married Miss Eva Putman at Tilman on February 6, 1898, and one of their children, Miss Julia Coopwood, still makes Lockhart her home. One son, Thomas Benton, Jr., is an attorney in Austin, and a second son, Joe, was killed serving in the armed forces during World War II.

Dr. Coopwood was a pioneer physican and surgeon of Lockhart, and established a very active practice after 1899, when he settled here. He studied medicine under Dr. Brewer of Litton Springs and was licensed to practice in 1891. He is regarded by Texas historians as one of the leaders in the development of Texas medicine, and although he practiced general medicine, he was an early eye, ear, nose, and throat specialist. With a group of doctors, he established the Lockhart Sanitarium. In addition to his medical practice, Dr. Coopwood had widespread farming interests in Caldwell and Jim Wells counties.

For thirty years Dr. Coopwood was Caldwell County Medical Examiner, and was affiliated with the State and County Medical Societies. He was President of the Caldwell County Medical Society several times, and the Lockhart Sanitarium was the first hospital here. He died in 1932.

In recognition of Dr. Coopwood's contribution as one of Texas pioneer physicians, the Texas Historical Commission has erected a historical marker to commemorate him. It stands beside the log cabin which he used in his rural practice; the cabin has been moved to Luling by the Luling Garden Club, and it and the marker may be visited by the public.



HL-18-02

504 S MAIN ST

JOHN T. STOREY HOME

HISTORIC LANDMARK



Subject Property

scale 1" = 100'

APPLICATION FOR LOCKHART HISTORIC LANDMARK DESIGNATION

~~JAN 31, 1996~~
1-25-96

Application Date: _____

Application / Designation No. HL-18-02

Property Street Address: 504 S. Main St.

Historical Name Of Property: John T. Stacey Home

Legal Owner: Minnie K. Alexander Occupant Of Property: Russell/Margaret Riddle

Mailing Address: 514 S. Main Mailing Address 504 S. Main
Lockhart, TX 78644 Lockhart, TX 78644

Telephone 512-376-6469 Telephone 512-376-9058

Property Legal Description Block Lockhart, 48 ac zoning RMD Current Use Private Home

Approximate Age Of Structure 84y Date Of Original Construction 1912 Dates Any Structures Were Moved NA

List Any Historical Designations Or Certifications Previously Awarded This Property: None

Describe The Historical Significance Of The Property, Structures, People, Or Events Which May Qualify This Property For A Lockhart Historic Landmark Designation. Include Names, Dates And Descriptions Of Known Builder, Prior Ownerships, Major Remodeling And Changes In The Property. (Attach Additional Pages And Documentation, If Needed)

See attached

Location Map Photos/Sketch Of Significant Structures: ___ Photos/Sketch Of Property Site ___ Print Documentation ___

Before me the undersigned authority, on this day appeared and solemnly swears, that the statements above and attached concerning the above described property are true and that (s)he is the owner of said property or has been authorized by the owner to act as an agent in procuring the certification requested.

Applicant's Signature: Margaret Riddle Date: 1-25-96
(Note: The Applicant must be the legal owner of the property unless acting as the legal agent for the legal owner. Attach documentation which clearly shows legal ownership, identification of any agent of the owner by Name, Address and Telephone Number and the agency authority granted by the Owner.)

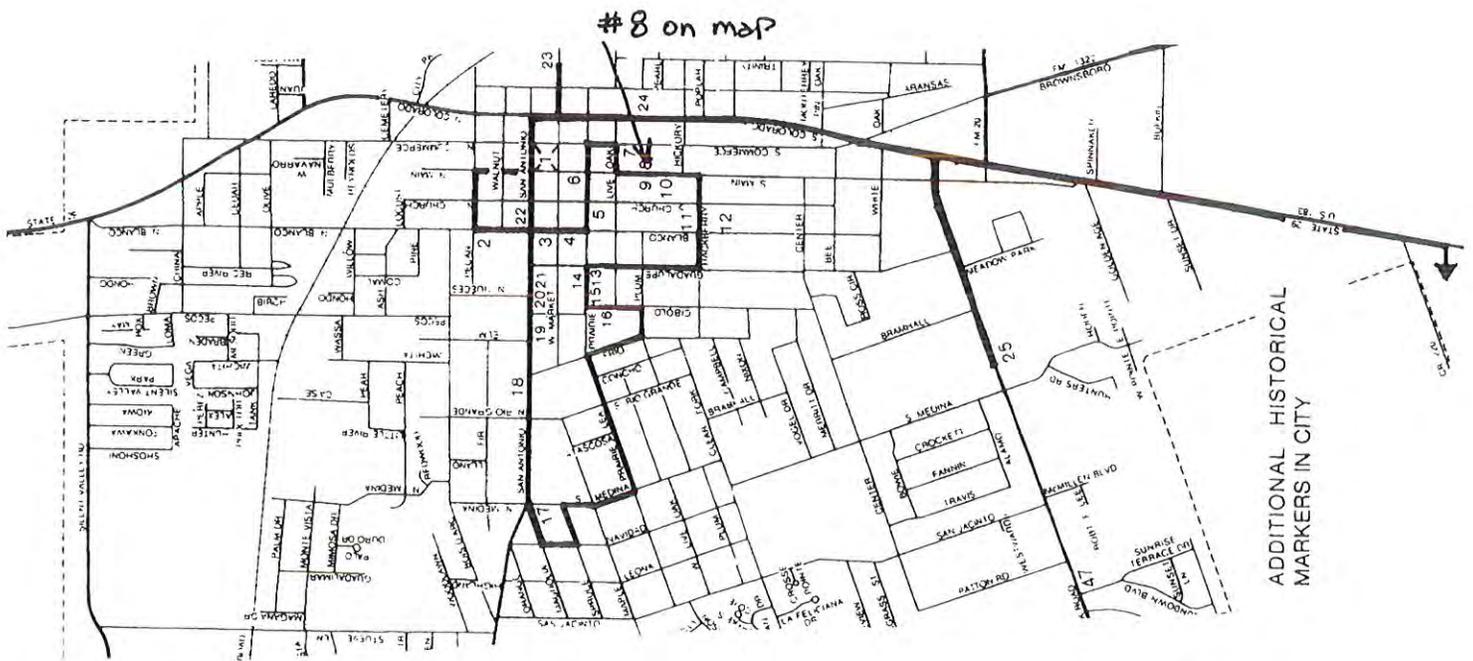
Reviewed: Historical Preservation Officer: [Signature] Date: JAN 31, 1996

Approved: Historical Preservation Commission: [Signature] Date: 1-31-96

Approved: Lockhart City Council: (6-0-1) Date: 37

John T. Storey House 504 South Main Street

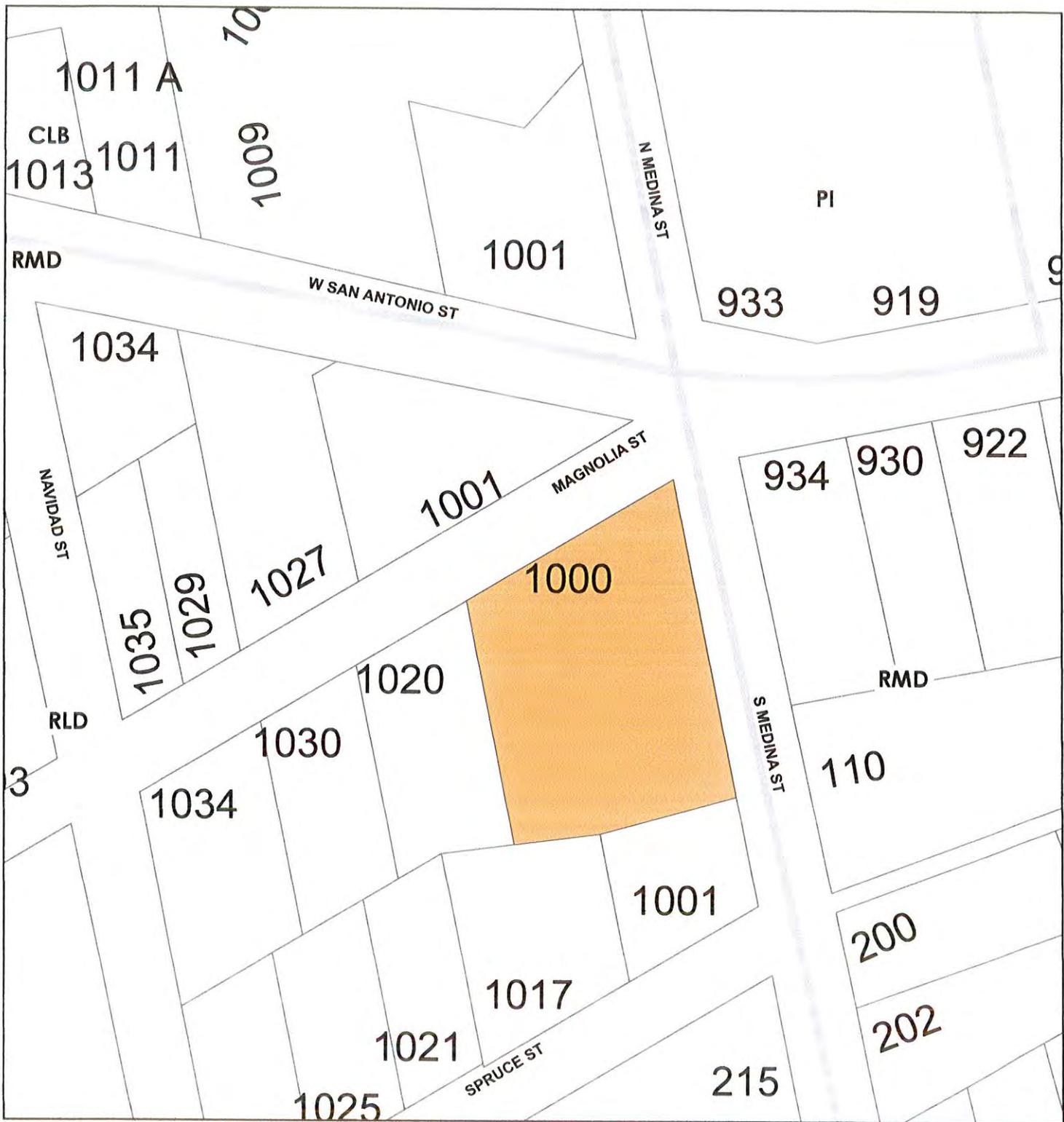
John T. Storey was the son of Leonidas J. Storey, Lieutenant Governor of Texas and the grandson of John Storey, the first County Judge of Caldwell County. John T. Storey was president of the Lockhart National Bank for 35 years. During the Great Depression he used his personal funds to keep the bank operating. Eventually the bank merged with the First National Bank of Lockhart. Mrs. Julia Nix Storey was the daughter of Captain Jonathan Nix. Capt. Nix was a Texas Ranger, an officer in the Confederate Army and later established the first streetcar lines in Lockhart. This Greek Revival mansion has the original stained glass entry and windows and stamped metal roof. The home consists of three floors and a basement. Of the five fireplaces, four have the original covers. Adjacent to the portecochere is a brick greenhouse. The other building on the property is the original brick two car garage.



I, Minnie Kulms Alexander, give Russell or Margaret Riddle the authority to represent me in applying for a Lockhart Historical Preservation designation for my properties located at 504 South Main and 514 South Main.

Minnie Kulms Alexander
Minnie Kulms Alexander

2-8-96
Date



HL-18-03

1000 MAGNOLIA ST

MCNEAL - SWEARINGEN HOUSE

HISTORIC LANDMARK



 Subject Property

scale 1" = 100'

APPLICATION FOR LOCKHART HISTORIC LANDMARK DESIGNATION

Application Receipt Date: JAN-31, 1996 Application / Designation No. HL-18-03

Property Street Address: 1000 Magnolia, Lockhart, TX 78644

Correct Historical Name Of Property: McNeal - Swearingen House ("Magnolia Manor")

Legal Owner: H. Coyle Bunler Occupant Of Property: H. Coyle Buhler

Mailing Address: 1000 Magnolia, Lockhart, Tx 78644 Mailing Address Same

Telephone 512-398-4415 Telephone _____

Property Legal Description Blanks, Blk 2, Lots 1, 2, 3, a, b. Zoning (R-LD) SF-1 Current Use Residence / Home Business

Approximate Age Of Structure 98 Date Of Original Construction 1898 Dates Any Structures Were Moved 1929

List Any Historical Designations Or Certifications Previously Awarded This Property: CAD: RH8

Describe The Historical Significance Of The Property, Structures, People, Or Events Which May Qualify This Property For A Lockhart Historic Landmark Designation. Include Names, Dates And Descriptions Of Known Builder, Prior Ownerships, Major Remodeling And Changes In The Property (Attach Additional Pages And Documentation, If Needed)

See Attached

Location Map Photos/Sketch Of Significant Structures: Photos/Sketch Of Property Site Print Documentation

On this day, I do solemnly swear that the statements above, and attached, concerning the above described property are true and that I am the owner, or am authorized by the owner to act as an agent, of said property in procuring the certification requested.

Applicant's Signature: [Signature] Date: 1/24/96
(Note: The Applicant must be the legal owner of the property unless acting as the legal agent for the legal owner. Attach documentation which clearly shows legal ownership, and identification of any agent of the owner, by Name, Address and Telephone Number and the agency authority granted by the Owner.)

Reviewed: Historical Preservation Officer: [Signature] Date: JAN-31, 1996

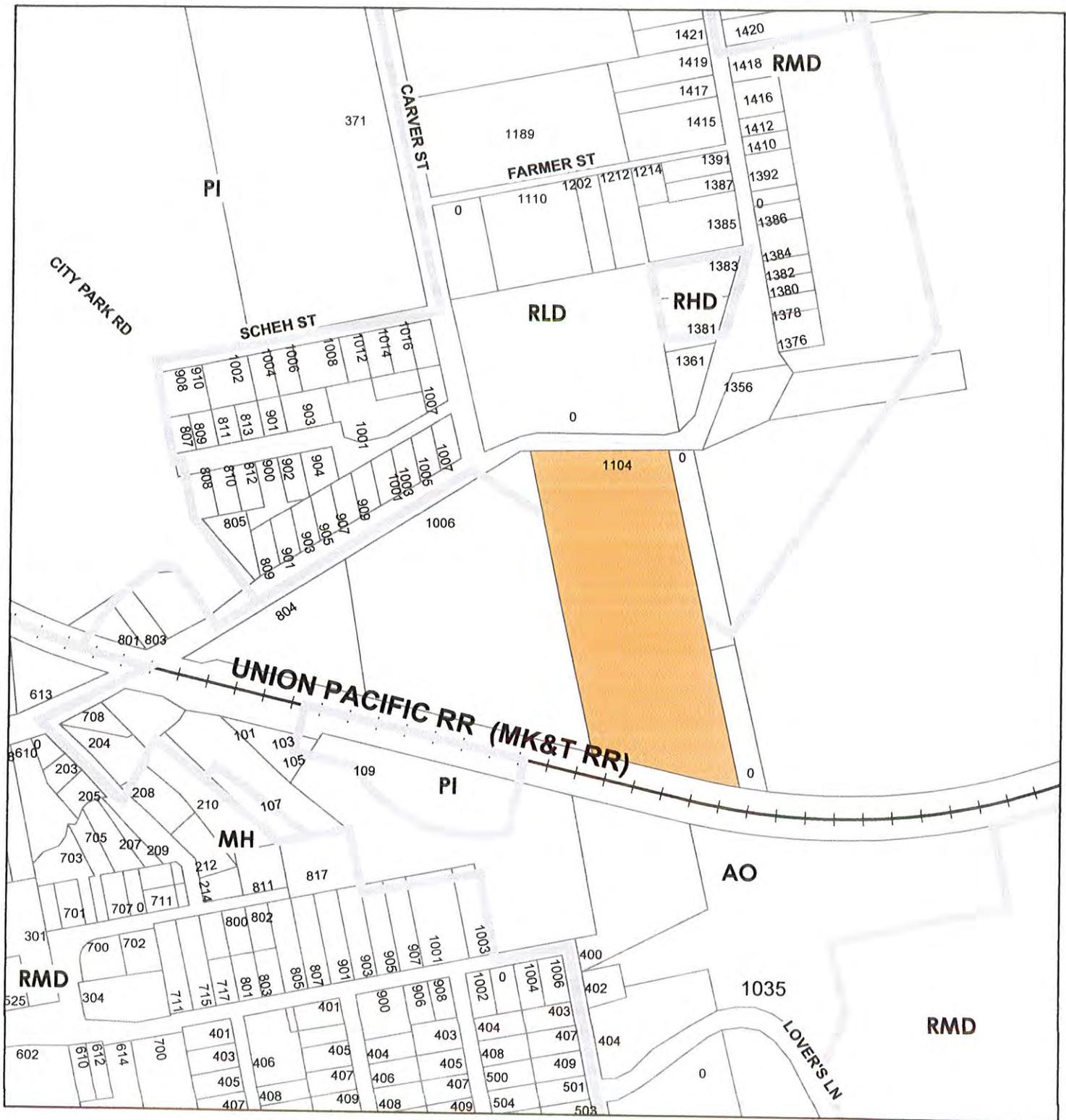
Approved: Historical Preservation Commission: [Signature] Date: 1-31-96

Approved: Lockhart City Council: _____ Date: 41

MAGNOLIA MANOR - 1000 Magnolia



Magnolia Manor was first built in 1899 at the corner of San Antonio and N. Blanco Streets by a prominent Lockhart attorney, Thomas McNeal, who also served Lockhart as County Judge and State Representative. Judge McNeal constructed a stately Queen Anne Victorian frame house with beautiful stained glass bay windows, fretwork, wrap-around porch and balcony, and a tower with a third floor balcony which looked out at the new courthouse. In 1929 a leading Lockhart businessman, William B. Swearingen, purchased and moved the house to the family estate on Magnolia Street, its current site. The house, which took over a week to move down San Antonio Street, was rolled on massive telephone poles and was pulled daily by a huge team of mules. The remodeling and rebuilding that followed took over a year to complete. The "new" brick Greek Revival home was the most magnificent and lavish residence Lockhart had seen and quickly became the center of area conversations and social activities.



HL-18-04

1104 E MARKET ST

LOCKHART VOCATIONAL HIGH SCHOOL

HISTORIC LANDMARK



 Subject Property

scale 1" = 300'

43

APPLICATION FOR LOCKHART HISTORIC LANDMARK DESIGNATION

Application Date: Jan 31, 1996

Application / Designation No. HL-18-04

Property Street Address: 1104 E. Market

Historical Name Of Property: Lockhart Vocational High School

| | |
|--|---|
| Legal Owner: <u>Royal Feast Masonic Lodge</u> | Occupant Of Property: <u>ISAAH Project</u> |
| Mailing Address: <u>1008 N. Commerce</u> <u>Lockhart, TX 78644</u> | Mailing Address <u>P.O. Box 538</u> <u>Lockhart, TX 78644</u> |
| Telephone <u>(512) 398-5221</u> | Telephone <u>(512) 398-7518</u> |
| Property Legal Description <u>2.9 acres Byrd Lockhart R-LD</u> | Current Use <u>Vacant</u> |
| Approximate Age Of Structure <u>73</u> | Date Of Original Construction <u>1923</u> Dates Any Structures Were Moved <u>NONE</u> |
| List Any Historical Designations Or Certifications Previously Awarded This Property: <u>NONE</u> | |

Describe The Historical Significance Of The Property, Structures, People, Or Events Which May Qualify This Property For A Lockhart Historic Landmark Designation. Include Names, Dates And Descriptions Of Known Builder, Prior Ownerships, Major Remodeling And Changes In The Property. (Attach Additional Pages And Documentation, If Needed)

Built during the age of Jim Crow Lockhart Vocational High School embodies the reality of the Plessy v. Ferguson Supreme Court ruling — separate but not equal — and is characteristic of the patterns of discrimination in education that affected African-American schools on local, state, and national levels.

Location Map Photos/Sketch Of Significant Structures: Photos/Sketch Of Property Site Print Documentation

Before me the undersigned authority, on this day appeared and solemnly swears, that the statements above and attached concerning the above described property are true and that (s)he is the owner of said property or has been authorized by the owner to act as an agent in procuring the certification requested.

Applicant's Signature: Karen D. Piles Date: Jan 31, 1996
(Note: The Applicant must be the legal owner of the property unless acting as the legal agent for the legal owner. Attach documentation which clearly shows legal ownership, identification of any agent of the owner by Name, Address and Telephone Number and the agency authority granted by the Owner.)

Reviewed: Historical Preservation Officer: Whitaker Adams Date: JAN. 31, 1996

Approved: Historical Preservation Commission: K.C. Bush, Chair Date: 1-31-96

Approved: Lockhart City Council: _____ Date: 44

Dan Gibson

From: Kevin Waller
Sent: Thursday, September 06, 2018 1:23 PM
To: Dan Gibson
Subject: FW: Carver High School
Attachments: Historic Landmark Application- 1104 E. Market St..pdf

Dan: FYI. Mr. Coleman just called to follow up with his email as well.

Kevin

From: Willie Coleman <whcolemanjr@sbcglobal.net>
Sent: Thursday, September 06, 2018 1:21 PM
To: Kevin Waller <kwaller@lockhart-tx.org>
Cc: wmcpha21@aol.com; masterque357@msn.com; whcolemanjr@batesandcoleman.com
Subject: Re: Carver High School

Mr. Waller, thank you for reaching out to us.

The beneficial owner of the property under the Masonic Constitution is:
Most Worshipful Prince Hall Grand Lodge Free and Accepted Masons of Texas and
Jurisdictions

The mailing address of the organization is P.O. Box 1478, Fort Worth, Texas 76101
The contact person for mailings is Tracy C. Bittle, Grand Secretary; Phone number 817-534-4612

For purposes of obtaining the historical designation, I would be the contact person. My work email is whcolemanjr@batesandcoleman.com My work telephone number is 713-759-1500

the application attached to the email is an old document, however the history of the property is essentially the same. There is a State of Texas Historical Landmark designation on the property that was obtained in 2008.

Please feel free to contact me if you require additional information.

Best regards,

Willie High Coleman, Jr.

From: Kevin Waller <kwaller@lockhart-tx.org>
To: "whcolemanjr@sbcglobal.net" <whcolemanjr@sbcglobal.net>
Sent: Thursday, September 6, 2018 12:43 PM
Subject: Carver High School

Hello Mr. Coleman:

An Historic Landmark application (attached) was initially submitted for the old Carver High School building in 1996. However, it, along with other applications, were never adopted by the



HL-18-05

217 N BLANCO ST

JOE MASUR HOUSE

HISTORIC LANDMARK



 Subject Property

scale 1" = 100'

APPLICATION FOR LOCKHART HISTORIC LANDMARK DESIGNATION

Application Receipt Date: JAN 31, 1996 Application / Designation No. HL-18-05

Property Street Address: 217 N. BLANCO Lockhart, TX

Correct Historical Name Of Property: JOE MASUR House

Legal Owner: Edward + Anita Strayor Occupant Of Property: SAME

Mailing Address: 217 N. BLANCO Lockhart, TX. 78644 Mailing Address SAME

Telephone (512) 376-4152 Telephone _____

Property Legal Description: AD. 17, BYRD LOCKHART, .47 AC. Pt. OF Lk. 4, Bk. 48 Zoning G-MB Current Use Household

Approximate Age Of Structure 89 Date Of Original Construction 1907 Dates Any Structures Were Moved _____

List Any Historical Designations Or Certifications Previously Awarded This Property: _____

Describe The Historical Significance Of The Property, Structures, People, Or Events Which May Qualify This Property For A Lockhart Historic Landmark Designation. Include Names, Dates And Descriptions Of Known Builder, Prior Ownerships, Major Remodeling And Changes In The Property. (Attach Additional Pages And Documentation, If Needed)

See Attachment

Location Map Photos/Sketch Of Significant Structures: Photos/Sketch Of Property Site Print Documentation

On this day, I do solemnly swear that the statements above, and attached, concerning the above described property are true and that I am the owner, or am authorized by the owner to act as an agent, of said property in procuring the certification requested.

Applicant's Signature: Edward P Strayor Date: 1/24/96
(Note: The Applicant must be the legal owner of the property unless acting as the legal agent for the legal owner. Attach documentation which clearly shows legal ownership, and identification of any agent of the owner, by Name, Address and Telephone Number and the agency authority granted by the Owner.)

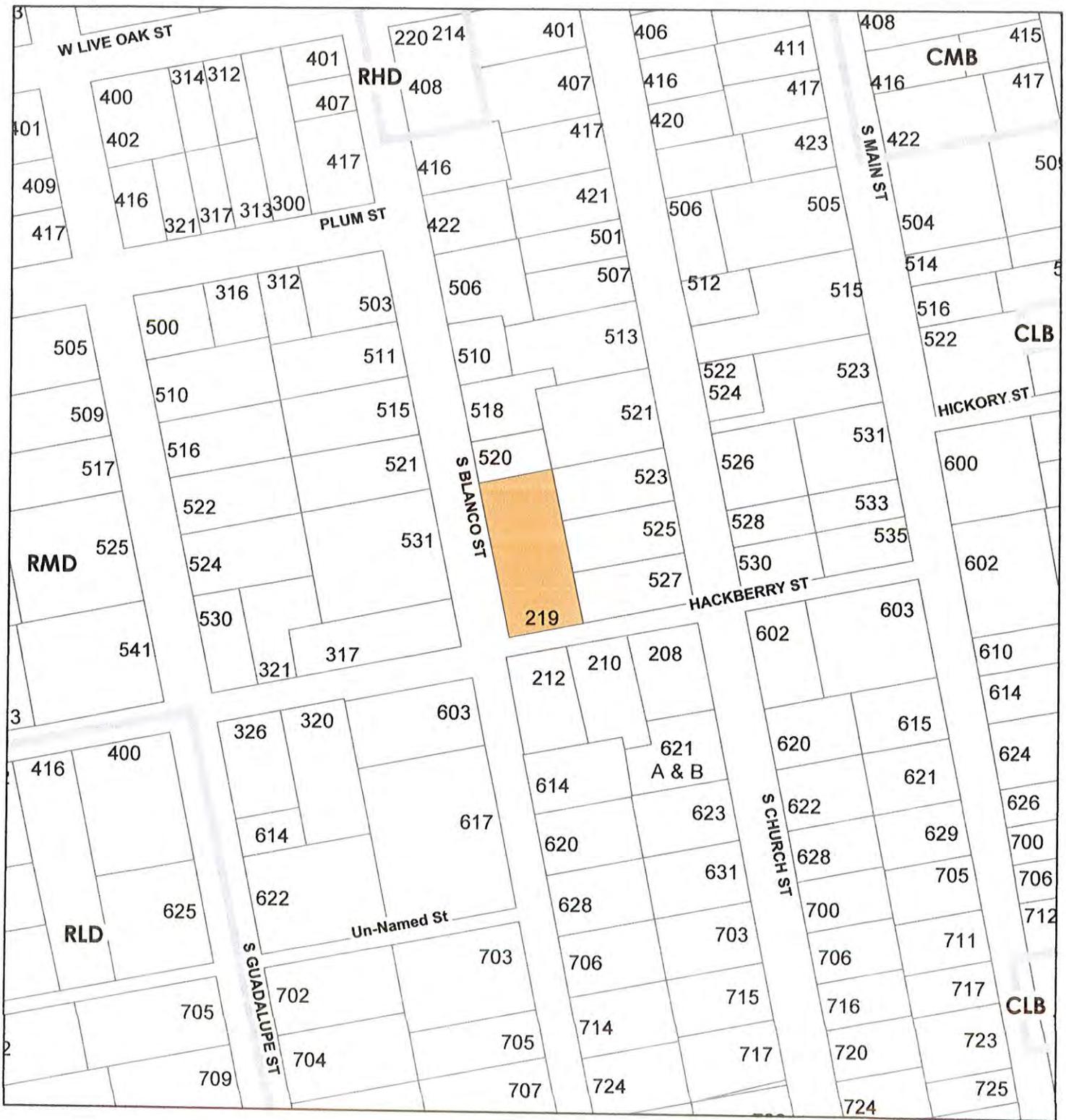
Reviewed: Historical Preservation Officer: [Signature] Date: JAN 31, 1996

Approved: Historical Preservation Commission: [Signature] Date: 1-31-96

Approved: Lockhart City Council: _____ Date: 47



Built around the turn of the century, the Masur House remained in the family until 1987, when it was purchased by its present owners. The iron fence was once around the county courthouse until it was razed in 1891 and it is thought to be about 130 years old. The property has a large carriage house and root cellar. The stained glass windows in the home are original. The woodwork in the home is unique, a rubber roller stamp was used to "stamp" the grain onto the wood. *Edward and Anita Stroyer purchased the home in 1987 and began a complete restoration.*



HL-18-06

219 HACKBERRY ST

KARBACH - FLOWERS HOME

HISTORIC LANDMARK



Subject Property

scale 1" = 200'

APPLICATION FOR LOCKHART HISTORIC LANDMARK DESIGNATION

Application Receipt Date: 1-26-96 Application / Designation No. HL-18-06

Property Street Address: 219 Hackberry Lockhart, TX 78644

Correct Historical Name Of Property: Karbach-Flowers home

Legal Owner: Robert L & Barbara J. Hanna Occupant Of Property: SAME

Mailing Address: 219 Hackberry Mailing Address SAME

Telephone 512 398 6532 Telephone SAME

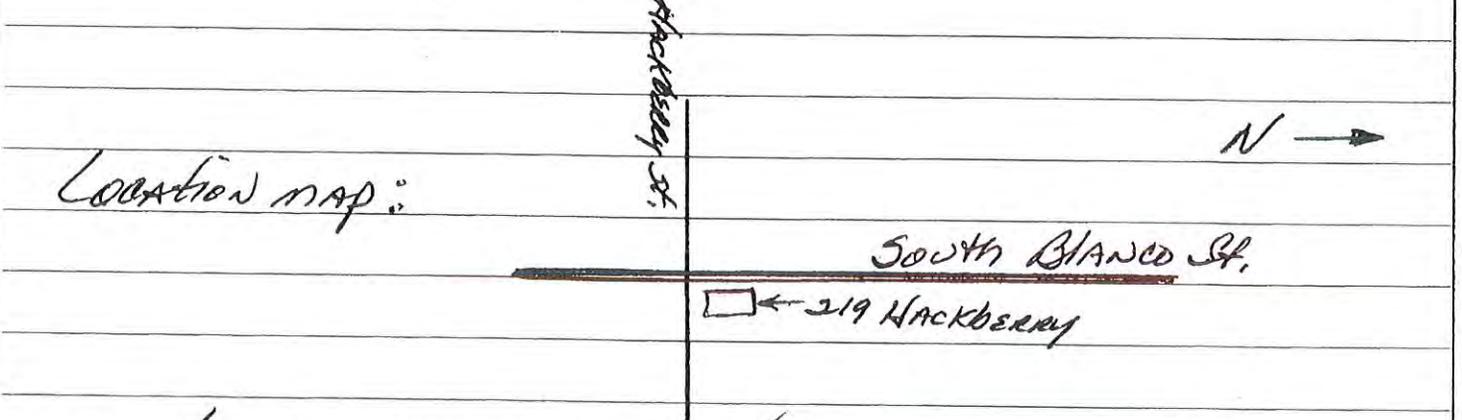
Property Legal Description Heppenstall Lot 19, 20 Zoning RMD Current Use RESIDENTIAL

Approximate Age Of Structure 85 yrs Date Of Original Construction 1910 Dates Any Structures Were Moved NA

List Any Historical Designations Or Certifications Previously Awarded This Property: TEXAS HISTORICAL MARKER (LANDMARK) DESIGNATION IN 1980

Describe The Historical Significance Of The Property, Structures, People, Or Events Which May Qualify This Property For A Lockhart Historic Landmark Designation. Include Names, Dates And Descriptions Of Known Builder, Prior Ownerships, Major Remodeling And Changes In The Property. (Attach Additional Pages And Documentation, If Needed)

SEE ATTACHMENTS - THE NEWSPAPER ARTICLES REFLECT THE INFORMATION PROVIDED TO THE TEXAS HISTORICAL COMMISSION FOR HISTORIC DESIGNATION.



Location Map Photos/Sketch Of Significant Structures: Photos/Sketch Of Property Site Print Documentation

On this day, I do solemnly swear that the statements above, and attached, concerning the above described property are true and that I am the owner, or am authorized by the owner to act as an agent of said property in procuring the certification requested.

Applicant's Signature: Robert L Hanna Date: 1-25-96

(Note: The Applicant must be the legal owner of the property unless acting as the legal agent for the legal owner. Attach documentation which clearly shows legal ownership, and identification of any agent of the owner, by Name, Address and Telephone Number and the agency authority granted by the Owner.)

Reviewed: Historical Preservation Officer: [Signature] Date: FEB. 2, 1996

Approved: Historical Preservation Commission: [Signature] Date: 2-2-96

Approved: Lockhart City Council: _____ Date: _____

KARBACH-FLOWERS HOME - 219 Hackberry

Built in 1911 by Louis Neeb for Julius Karbach. Mr. Karbach was a prominent business man in Lockhart, buying and selling cotton. The Karbachs were very sociable people and had many parties. One such party was for the graduating class of Lockhart High School in 1917. Martin Owen Flowers purchased the home in 1924. Mr. Flowers served as City Attorney in Lockhart. He was elected County Judge in 1929. He was appointed Secretary of State in 1939. He served one term. In 1938 or 1939 there was a dinner party in the house for a number of state officials, including Governor and Mrs. W. Lee O'Daniel. Judge Flowers died in 1944 due to a fall over the balustrade of the stairway to the lower floor of his home. Mrs. Flowers lived in the home until her death in 1966.

The historic Karbach-Flowers Home at 219 Hackberry has been recently designated a Recorded Texas Landmark, it was announced by Cecil E. Burney, Chairman of the Texas Historical Commission.

As a result of meeting the state's requirements for this official designation, a Texas Historical Building Marker with an interpretive plate, giving a capsule history of the structure, has been installed on the building.

At a recent dedication for the marker a certificate designating the building as a Recorded Landmark was presented by Dopalay Brice, Chairman of the Caldwell County Historical Commission, to Robert and Barbara Hanna, the present owners of the home.

The Karbach-Flowers Home was built in 1911 by Julius W. Karbach. Mr. Karbach was a prominent businessman in Lockhart in the early 1900's, buying and selling cotton. He had offices in Lockhart and in Germany where he marketed much of his cotton. He had a number of land investment in Caldwell County and was stockholder in the First Lockhart National Bank.

In 1924 the Karbachs sold the home and moved to New Braunfels where Mr. Karbach accepted a position as cotton buyer for Comal Cottons. Julius Karbach died in 1943.

The most distinguished owners of the home were Martin O. and Rosa Flowers. They purchased the home in 1924. Martin Owen Flowers was born September 4, 1874, in Prairie Lea. The Flowers family had originally come from Alabama. Martin was one of a family of thirteen.

Martin received a teaching certificate from Sam Houston State Teachers College and for a time taught school in Caldwell County.

In 1898, M. O. Flowers enlisted in the Lipscomb-Rifles and served in Cuba during the Spanish-American War. After his discharge, Mr. Flowers entered the Law School of the University of Texas.

In 1904, Mr. Flowers formed a law firm with Joseph Hatchitt and practiced law together until 1907. Mr. Hatchitt left the partnership and Flowers practiced law alone for several years until he joined Joe McDowell and formed the Flowers-McDowell Abstract Company. Mr. Flowers operated this business until his death.

Mr. Flowers was married in 1906 to Rosa Trigg and had two children, a son, John, and a daughter, Russell.

During his career, Martin Flowers was very prominent in city and county politics. His first public office was that of City Attorney. He was instrumental in having curbing and guttering placed around the business district. He was primarily responsible for getting the aldermanic form of city government changed to the commission form. He began a campaign of street construction in 1919.

Mr. Flowers was active in the Volun-

teer Fire Department and saw that the equipment was improved. He also drew up what is known as the noncombustible roof ordinance.

During World War I Mr. Flowers served as Fuel Administrator on the Caldwell County Council of Defense.

Mr. Flowers was appointed by Governor James Ferguson to serve on the Board of Teachers College Regents. He served as President of this board until 1929 when he was elected County Judge of Caldwell County.

During his terms as County Judge, Flowers was successful in having designated State Highway 142 and laying out and improving a fine system of farm to market roads in the county. He was responsible for the remodeling of the County Courthouse and County Jail.

In 1939 Martin Flowers was appointed Secretary of State and served one term under Governor W. Lee O'Daniel.

Judge Flowers was a Royal Arch Mason and was chairman of the committee responsible for building the Masonic Temple in Lockhart. He was a member of the Veterans of Foreign Wars and a member of the Emmanuel Episcopal Church and a vestryman of the church.

On September 12, 1944, at the age of 70, Judge Flowers died as a result of a fall from the balustrade of the stairway in his home. Mrs. Flowers remained in the home until her death 22 years later.

In 1976 Robert L. and Barbara Hanna

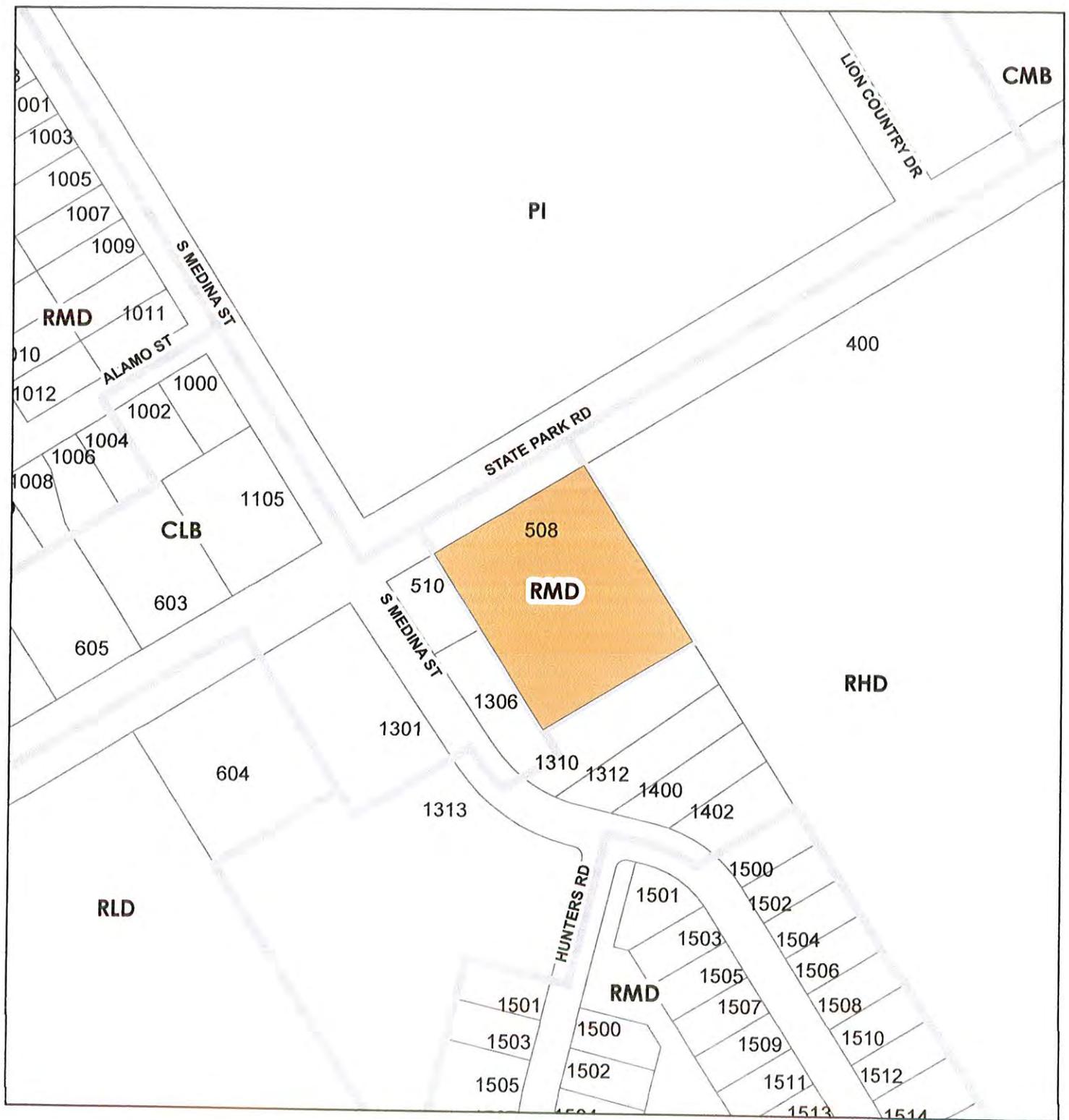
purchased the home. The Karbach-Flowers Home is a blend of Victorian and Greek Revival architecture. The home is a two-story dormered Victorian with shingled trim on the dormers. There is a hipped roof featuring four large and four small dormers. The home has a one-story columnar porch across the front which wraps around one side. The home has an axial central hall with balanced room on either side, the central portico, and the classic Greek Ionic Order used in the construction.

Since 1976 Mr. and Mrs. Hanna have completely restored the home, inside and out. They hope to insure that this unique form of architecture will be preserved for future generations to see and appreciate. The memory of Mr. Karbach and Judge Flowers will also be preserved by their efforts in obtaining a historical marker for the home.

The marking of local historical sites and landmarks is part of the Texas Historical Commission's program of preservation activities. These also include archaeological investigations, history museum consultation, and administering the National Historic Preservation Act in Texas.

The name and location of the Karbach-Flowers Home marker will appear in the next edition of the *Guide to Official Texas Historical Markers*.

—Donalyn Brice



HL-18-07

508 STATE PARK RD

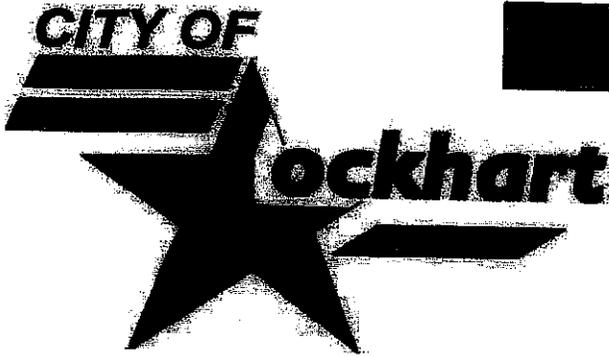
MEBANE HOME

HISTORIC LANDMARK



Subject Property

scale 1" = 200'



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



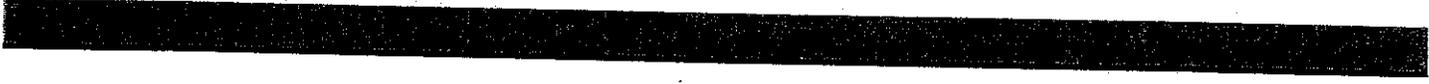
NAME: Robert & Joan Anchondo

ADDRESS: 508 State Park Rd

DAY-TIME TELEPHONE: (512) 398-0813

Lockhart TX 78644

E-MAIL: joan.anchondo@gmail.com



ADDRESS OR GENERAL LOCATION: 508 State Park Rd, Lockhart 78644

LEGAL DESCRIPTION (IF PLATTED): _____

HISTORICAL NAME (IF KNOWN): Mebane House

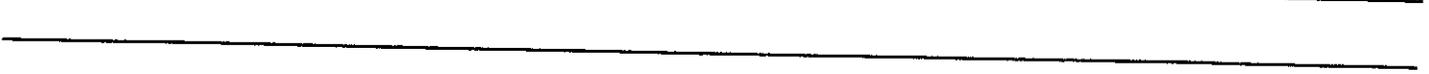
EXISTING USE OF BUILDING(S): private residence



BUILDER/ARCHITECT (IF KNOWN): _____

DATE OF ORIGINAL CONSTRUCTION (IF KNOWN): 1918

STATE OR NATIONAL HISTORIC DESIGNATION(S) (IF ANY): Texas Historic Landmark



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.

IF THE APPLICATION IS NOT SUBMITTED BY THE PROPERTY OWNER OF RECORD, A LETTER AUTHORIZING THE APPLICANT TO REQUEST HISTORIC LANDMARK DESIGNATION ON THE PROPERTY OWNER'S BEHALF IS REQUIRED, AND MUST BE SIGNED AND DATED BY THE PROPERTY OWNER.

SIGNATURE OF PROPERTY OWNER: Joan Anchondo Robert L. Anchondo

PRINTED NAME: Joan Anchondo Robert Anchondo DATE: 11/16/15

SUBMITTAL REQUIREMENTS

PLEASE ATTACH THE FOLLOWING INFORMATION TO THE APPLICATION:

1. A WRITTEN STATEMENT DESCRIBING THE HISTORIC SIGNIFICANCE OF THE PROPERTY, INCLUDING NAMES AND DATES FOR SIGNIFICANT PEOPLE ASSOCIATED WITH THE PROPERTY (BUILDERS, ARCHITECTS, PREVIOUS OWNERS, ETC.). PLEASE PROVIDE REFERENCES AND SOURCES FOR ANY RESEARCH PROVIDED.
2. A WRITTEN ARCHITECTURAL DESCRIPTION OF THE BUILDING(S) TO BE DESIGNATED, INCLUDING ARCHITECTURAL STYLE(S), FEATURE(S), ETC. PLEASE INCLUDE ANY INFORMATION REGARDING MAJOR ALTERATIONS OR ADDITIONS TO THE PROPERTY THAT HAVE HAPPENED OVER TIME. PLEASE PROVIDE REFERENCES AND SOURCES FOR ANY RESEARCH PROVIDED.
3. LOCATION MAP OF THE PROPERTY.
4. CURRENT COLOR PHOTOGRAPHS OF ALL FOUR SIDES OF THE PROPERTY.
5. ANY RELEVANT DOCUMENTATION YOU HAVE REGARDING THE HISTORY OF THE PROPERTY (HISTORIC PHOTOGRAPHS, NEWSPAPER ARTICLES, ARCHITECTURAL DRAWINGS, SECONDARY SOURCES, ETC.).

OFFICE USE ONLY

CASE NUMBER: HL- 18 - 07 DATE SUBMITTED: 4/16/15

ACCEPTED BY: Planning Dept. Staff

HISTORIC PRESERVATION COMMISSION MEETING DATE: 9/5/18

CITY COUNCIL MEETING DATE: _____

HISTORIC PRESERVATION COMMISSION RECOMMENDATION: Approval (5-0)

CITY COUNCIL DECISION: _____ VOTE: _____

APPLICATION FOR LOCKHART HISTORIC LANDMARK DESIGNATION

Application Date: 1 March 1996 Application / Designation No. HL-18-07

Property Street Address: 508 State Park Rd Lockhart, TX 78644

Historical Name Of Property: McBane House

Legal Owner: Sally F + Patsy R Wisage Occupant Of Property: same

Mailing Address: 508 State Park Rd
Lockhart, TX 78644

Telephone: 398-5160

Property Legal Description _____ Zoning _____ Current Use Reside

Approximate Age Of Structure 75 Date Of Original Construction 1918 Dates Any Structures Were Moved None

List Any Historical Designations Or Certifications Previously Awarded This Property: _____

Texas Historical Landmark

Describe The Historical Significance Of The Property, Structures, People, Or Events Which May Qualify This Property For A Lockhart Historic Landmark Designation. Include Names, Dates And Descriptions Of Known Builder, Prior Ownerships, Major Remodeling And Changes In The Property. (Attach Additional Pages And Documentation, If Needed)

SEE ATTACHED

Location Map ___ Photos/Sketch Of Significant Structures: ___ Photos/Sketch Of Property Site ___ Print Documentation ___

Before me the undersigned authority, on this day appeared and solemnly swears, that the statements above and attached concerning the above described property are true and that (s)he is the owner of said property or has been authorized by the owner to act as an agent in procuring the certification requested.

Applicant's Signature: Sally F Wisage Date: 1 Mar 1996
(Note: The Applicant must be the legal owner of the property unless acting as the legal agent for the legal owner. Attach documentation which clearly shows legal ownership, identification of any agent of the owner by Name, Address and Telephone Number and the agency authority granted by the Owner.)

Reviewed: Historical Preservation Officer: [Signature] Date: MAR 27 1996

Approved: Historical Preservation Commission: [Signature] Date: 3-22-96
3915185-5-0

Approved: Lockhart City Council: _____ Date: _____

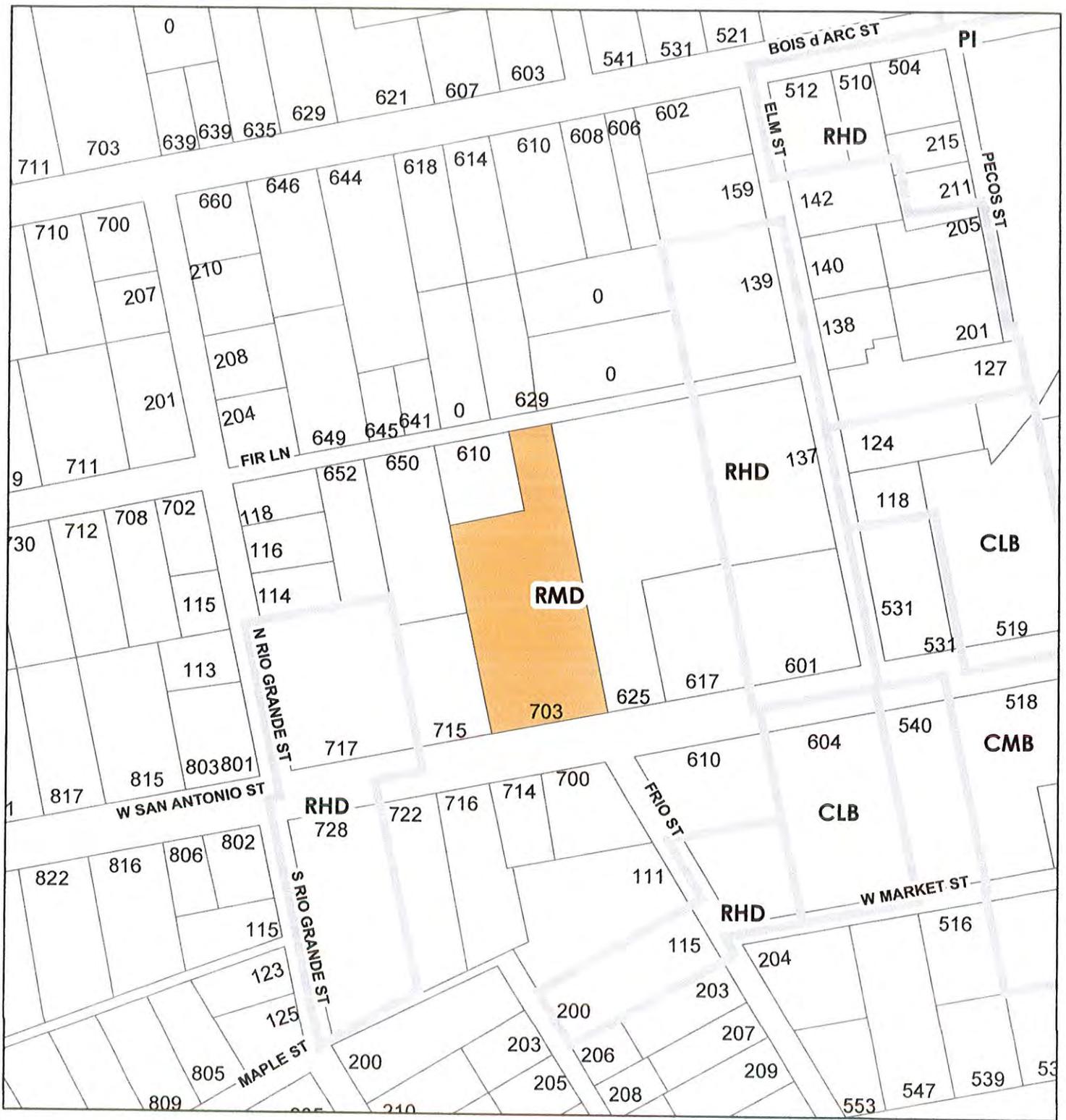
A. D. MEBANE HOME - 508 State Park Road

In 1882, following a violent rainstorm, Alexander Duff Mebane walked out into his fields to assess the damage done to his cotton.

He noted that while some stalks were heavily damaged others were not. It occurred to him that the seed from these plants might be used to breed a storm-resistant cotton. By 1900 his fame, along with that of the Mebane Triumph Cotton Seed, was beginning to spread. In his own words the cotton stalks were "strong, stocky, thrifty, deep-rooted stalks that withstood drought well, but short-jointed limbs that fruited and matured early with large bolls that would hold the cotton in after opening and the largest possible lint turnout." In 1917 the people of Caldwell County endeavored to show Mr. Mebane their appreciation of all he had done for them. A large free barbecue was held, with an attendance of three to five thousand people. It is said that emissaries from as far away as India and Egypt came to honor Mr. Mebane. Mr. Mebane died in 1923. The day of the funeral all the schools closed and the funeral was attended by the largest crowd in the history of the county.

Mebane House

Alexander Duff Mebane (1855-1923) built the house for his family in 1918. A cotton farmer, Mebane developed a high-lint, drought, storm and boll weevil resistant cotton that would become known world wide as Mebane Triumph cotton. Exhibiting influences of the prairie school style, this two-story brick structure features pedimented portico entrances at two sides. The home remained in the Mebane family until 1947.



HL-18-09

703 W SAN ANTONIO ST



 Subject Property

EDWARD AUGUST MASUR HOUSE
AND MASUR CARRIAGE HOUSE

HISTORIC LANDMARK

scale 1" = 200'



HISTORIC LANDMARK APPLICATION

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

APPLICANT / PROPERTY OWNER

NAME: Michael J. and Kathleen K. McCormick ADDRESS: 703 W. San Antonio St.
DAY-TIME TELEPHONE: (512) 626-1637 Lockhart, TX 78644
E-MAIL: kk.m@austin.rr.com

PROPERTY

ADDRESS OR GENERAL LOCATION: 703 W. San Antonio St., Lockhart, TX (main house), 701 W. San Antonio St. (Carriage House)
LEGAL DESCRIPTION (IF PLATTED): _____
HISTORICAL NAME (IF KNOWN): Edward A. Masur house / Masur Carriage House
EXISTING USE OF BUILDING(S): residence

HISTORIC SIGNIFICANCE

BUILDER/ARCHITECT (IF KNOWN): _____
DATE OF ORIGINAL CONSTRUCTION (IF KNOWN): 1907
STATE OR NATIONAL HISTORIC DESIGNATION(S) (IF ANY): _____

PROPERTY OWNER AUTHORIZATION

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.

IF THE APPLICATION IS NOT SUBMITTED BY THE PROPERTY OWNER OF RECORD, A LETTER AUTHORIZING THE APPLICANT TO REQUEST HISTORIC LANDMARK DESIGNATION ON THE PROPERTY OWNER'S BEHALF IS REQUIRED, AND MUST BE SIGNED AND DATED BY THE PROPERTY OWNER.

SIGNATURE OF PROPERTY OWNER: Kathleen K. McCormick
PRINTED NAME: Kathleen K. McCormick DATE: 12/10/2015

SUBMITTAL REQUIREMENTS

PLEASE ATTACH THE FOLLOWING INFORMATION TO THE APPLICATION:

1. A WRITTEN STATEMENT DESCRIBING THE HISTORIC SIGNIFICANCE OF THE PROPERTY, INCLUDING NAMES AND DATES FOR SIGNIFICANT PEOPLE ASSOCIATED WITH THE PROPERTY (BUILDERS, ARCHITECTS, PREVIOUS OWNERS, ETC.). PLEASE PROVIDE REFERENCES AND SOURCES FOR ANY RESEARCH PROVIDED.
2. A WRITTEN ARCHITECTURAL DESCRIPTION OF THE BUILDING(S) TO BE DESIGNATED, INCLUDING ARCHITECTURAL STYLE(S), FEATURE(S), ETC. PLEASE INCLUDE ANY INFORMATION REGARDING MAJOR ALTERATIONS OR ADDITIONS TO THE PROPERTY THAT HAVE HAPPENED OVER TIME. PLEASE PROVIDE REFERENCES AND SOURCES FOR ANY RESEARCH PROVIDED.
3. LOCATION MAP OF THE PROPERTY.
4. CURRENT COLOR PHOTOGRAPHS OF ALL FOUR SIDES OF THE PROPERTY.
5. ANY RELEVANT DOCUMENTATION YOU HAVE REGARDING THE HISTORY OF THE PROPERTY (HISTORIC PHOTOGRAPHS, NEWSPAPER ARTICLES, ARCHITECTURAL DRAWINGS, SECONDARY SOURCES, ETC.).

OFFICE USE ONLY

CASE NUMBER: HL- 18-09 DATE SUBMITTED: 12/10/15
ACCEPTED BY: Planning Dept. Staff
HISTORIC PRESERVATION COMMISSION MEETING DATE: 9/5/18
CITY COUNCIL MEETING DATE: _____
HISTORIC PRESERVATION COMMISSION RECOMMENDATION: Approval (5-0)
CITY COUNCIL DECISION: _____ VOTE: _____

APPLICATION FOR LOCKHART HISTORIC LANDMARK DESIGNATION

Application Receipt Date: JAN 31, 1996 Application / Designation No. HL-18-09

Property Street Address: 703 W San Antonio St.

Correct Historical Name Of Property: Edward August Masur Home

Legal Owner: M.J. & Kathy McCormick Occupant Of Property: SAME

Mailing Address: P.O. Box 937 Mailing Address SAME
LOCKHART, TX 78644

Telephone 512/398-6292 Telephone SAME

Property Legal Description 0.68 Acres Byrd Zoning R-MD Current Use RESIDENCE
LOCKHART & F. O. Sunny Survey. ABS. 17+2

Approximate Age Of Structure 88 yrs. Date Of Original Construction 1907 Dates Any Structures Were Moved N/A

List Any Historical Designations Or Certifications Previously Awarded This Property: _____

Describe The Historical Significance Of The Property, Structures, People, Or Events Which May Qualify This Property For A Lockhart Historic Landmark Designation. Include Names, Dates And Descriptions Of Known Builder, Prior Ownerships, Major Remodeling And Changes In The Property. (Attach Additional Pages And Documentation, If Needed)

EDWARD A. MASUR HOUSE - 703 W. San Antonio

The Edward A. Masur house, built in 1907, was one of the first structural brick homes in Lockhart. The Greek Revival house was in the Edward Masur family until 1977. Mr. Masur came to Texas with his family from Germany in 1873. At fourteen Edward joined his father and brothers, Joseph and Henry, in the furniture and hardware business. Other business interests included the Carter Hotel, farming and cotton ginning. During the cotton boom, he operated one of the seventeen gins in Lockhart. It was located on property behind the home site. Part of the structure still stands on Fir Street. The white carriage house east of the house was converted to a home for his daughter, Alma, when she married in the late 1930's. In 1977 Claudia G. Moore purchased the home which continued to be used as apartments since the 1940's. The McCormick's purchased the home in 1982 and converted it back to a single residence.

Location Map Photos/Sketch Of Significant Structures: Photos/Sketch Of Property Site Print Documentation

On this day, I do solemnly swear that the statements above, and attached, concerning the above described property are true and that I am the owner, or am authorized by the owner to act as an agent, of said property in procuring the certification requested.

Applicant's Signature: Michael McCormick Date: 1-24-96
 (Note: The Applicant must be the legal owner of the property unless acting as the legal agent for the legal owner. Attach documentation which clearly shows legal ownership, and identification of any agent of the owner, by Name, Address and Telephone Number and the agency authority granted by the Owner.)

Reviewed: Historical Preservation Officer: [Signature] Date: JAN 31, 1996

Approved: Historical Preservation Commission: [Signature] Date: 1-31-96

Approved: Lockhart City Council: [Signature] Date: 3/5/18 (5-0) 61

Edward A. Masur House—703 West San Antonio Street, Lockhart

1.

The Edward A. Masur house at 703 West San Antonio Street, Lockhart, Texas was built in 1907. The legal property description is "0.68 acres Byrd Lockhart & F. Berry Survey. Abstract 17 & 2.

It was one of the first structural brick homes in Lockhart. Mr. Masur came to Texas with his family from Germany in 1873. At fourteen Edward joined his father and brothers, Joseph and Henry, in the furniture and hardware business. Other business interests included the Carter Hotel, farming and cotton ginning.

The home remained in the Masur family until it was sold to Claudia G. Moore in 1977. Michael and Kathleen McCormick purchased it in 1983.

2.

The house is Late Greek Revival Style.

The second floor was converted into two apartments for soldiers assigned to Gary Air Force Base near San Marcos, Texas. The upper back porch was enclosed at that time. When the McCormick's purchased the home, they converted the home back to a single residence.

APPLICATION FOR LOCKHART HISTORIC LANDMARK DESIGNATION

Application Receipt Date: JAN 31 1996 Application / Designation No. HL-18-09
 Property Street Address: 701 W. SAN ANTONIO ST.
 Correct Historical Name Of Property: E. A. MASUR Carriage House

| | |
|--|---|
| Legal Owner: <u>MJ & KATHY Mc COEMICK</u> | Occupant Of Property: <u>SAME</u> |
| Mailing Address: <u>P.O. Box 937</u> | Mailing Address <u>SAME</u> |
| <u>LOCKHART, TX 78644</u> | |
| Telephone <u>512/398-6292</u> | Telephone <u>SAME</u> |
| Property Legal Description <u>LT. 1, BLK 48, part (BERRY SURVEY)</u> | Zoning <u>R-MD</u> Current Use <u>RESIDENCE</u> |
| Approximate Age Of Structure <u>88 yrs</u> | Date Of Original Construction <u>1907</u> Dates Any Structures Were Moved _____ |
| List Any Historical Designations Or Certifications Previously Awarded This Property: _____ | |

Describe The Historical Significance Of The Property, Structures, People, Or Events Which May Qualify This Property For A Lockhart Historic Landmark Designation. Include Names, Dates And Descriptions Of Known Builder, Prior Ownerships, Major Remodeling And Changes In The Property. (Attach Additional Pages And Documentation, If Needed)

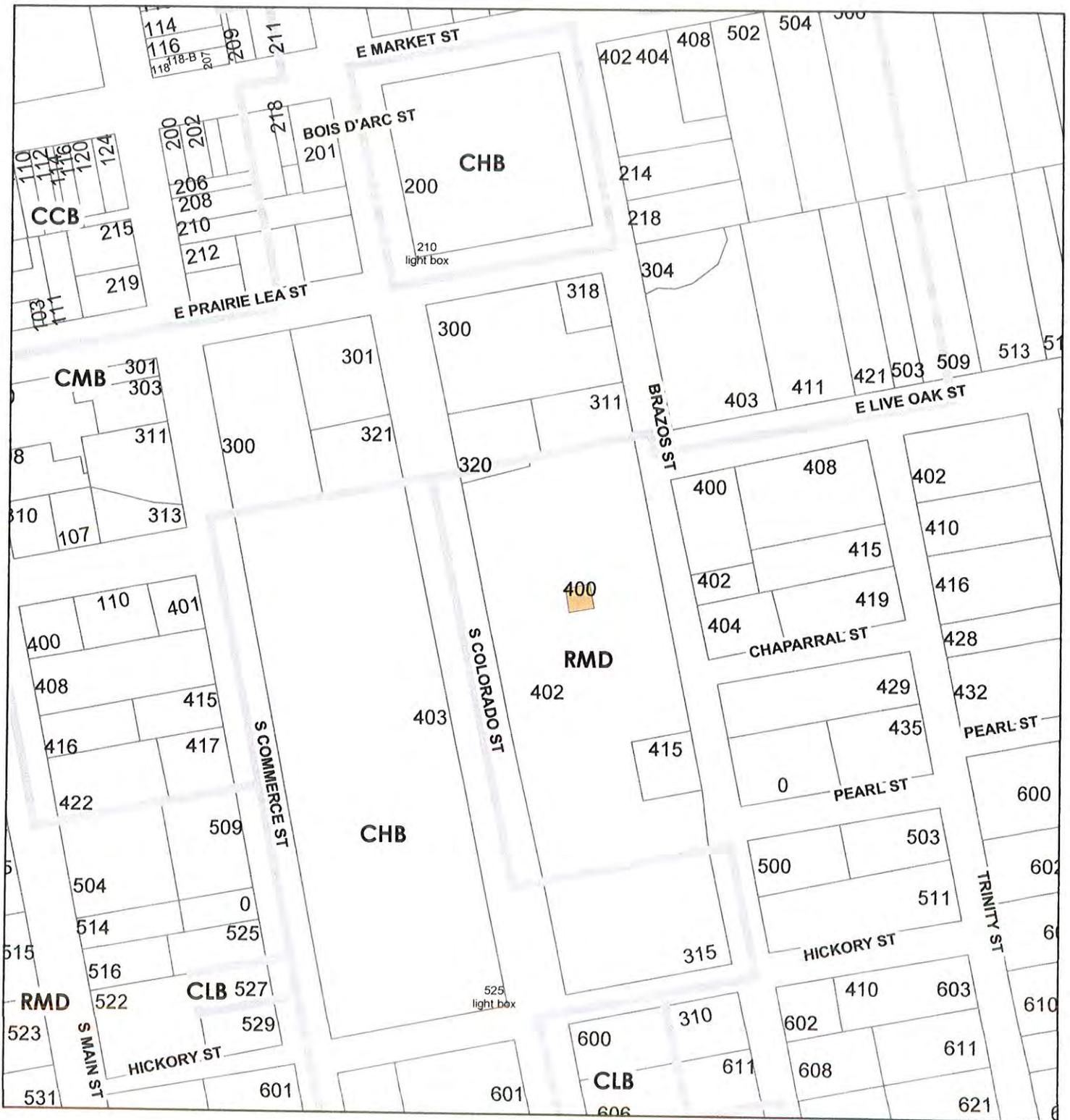
THE East Side of the structure was built contemporaneous with the residence at 703 W. SAN ANTONIO and served as the carriage house. The upper windows demonstrate the classic signs of a carriage house. WHEN E.A. Masur's daughter married in the 1930's, the west side of the residence was added, the carriage house was enclosed, and the house was occupied by the Smith Family (ALMA MASUR) until it was purchased in 1985 by MIKE & KATHY Mc COEMICK.

Location Map Photos/Sketch Of Significant Structures: Photos/Sketch Of Property Site Print Documentation

On this day, I do solemnly swear that the statements above, and attached, concerning the above described property are true and that I am the owner, or am authorized by the owner to act as an agent, of said property in procuring the certification requested.

Applicant's Signature: Michael Mc Cormick Date: 1/24/96
 (Note: The Applicant must be the legal owner of the property unless acting as the legal agent for the legal owner. Attach documentation which clearly shows legal ownership, and identification of any agent of the owner, by Name, Address and Telephone Number and the agency authority granted by the Owner.)

Reviewed: Historical Preservation Officer: [Signature] Date: JAN 31, 1996
 Approved: Historical Preservation Commission: [Signature] Date: 1-31-96
46-0-11 B 91513 (5-0)
 Approved: Lockhart City Council: _____ Date: _____



HL-18-10



 Subject Property

400 S COLORADO ST

BROCK CABIN

HISTORIC LANDMARK

scale 1" = 200'

64



HISTORIC LANDMARK APPLICATION

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

APPLICANT / PROPERTY OWNER

NAME: City of Lockhart ADDRESS: 308 W. San Antonio
DAY-TIME TELEPHONE: _____ ~~Atkins Park~~
E-MAIL: _____ Lockhart, TX 78644

PROPERTY

ADDRESS OR GENERAL LOCATION: Lions Park 400 S. Colorado St.
LEGAL DESCRIPTION (IF PLATTED): N/A
HISTORICAL NAME (IF KNOWN): Brock Cabin
EXISTING USE OF BUILDING(S): Museum (coming soon)

HISTORIC SIGNIFICANCE

BUILDER/ARCHITECT (IF KNOWN): A.L. Brock
DATE OF ORIGINAL CONSTRUCTION (IF KNOWN): 1850
STATE OR NATIONAL HISTORIC DESIGNATION(S) (IF ANY): none, but Historic
Marker from Texas Historical Commission for Brock himself.

PROPERTY OWNER AUTHORIZATION

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.

IF THE APPLICATION IS NOT SUBMITTED BY THE PROPERTY OWNER OF RECORD, A LETTER AUTHORIZING THE APPLICANT TO REQUEST HISTORIC LANDMARK DESIGNATION ON THE PROPERTY OWNER'S BEHALF IS REQUIRED, AND MUST BE SIGNED AND DATED BY THE PROPERTY OWNER.

SIGNATURE OF PROPERTY OWNER: Ronda Reagan, Chair. Friends of the Brock Cabin Save the Brock Cabin
PRINTED NAME: Ronda Reagan DATE: 6-1-16

SUBMITTAL REQUIREMENTS

PLEASE ATTACH THE FOLLOWING INFORMATION TO THE APPLICATION:

1. A WRITTEN STATEMENT DESCRIBING THE HISTORIC SIGNIFICANCE OF THE PROPERTY, INCLUDING NAMES AND DATES FOR SIGNIFICANT PEOPLE ASSOCIATED WITH THE PROPERTY (BUILDERS, ARCHITECTS, PREVIOUS OWNERS, ETC.). PLEASE PROVIDE REFERENCES AND SOURCES FOR ANY RESEARCH PROVIDED.
2. A WRITTEN ARCHITECTURAL DESCRIPTION OF THE BUILDING(S) TO BE DESIGNATED, INCLUDING ARCHITECTURAL STYLE(S), FEATURE(S), ETC. PLEASE INCLUDE ANY INFORMATION REGARDING MAJOR ALTERATIONS OR ADDITIONS TO THE PROPERTY THAT HAVE HAPPENED OVER TIME. PLEASE PROVIDE REFERENCES AND SOURCES FOR ANY RESEARCH PROVIDED.
3. LOCATION MAP OF THE PROPERTY.
4. CURRENT COLOR PHOTOGRAPHS OF ALL FOUR SIDES OF THE PROPERTY.
5. ANY RELEVANT DOCUMENTATION YOU HAVE REGARDING THE HISTORY OF THE PROPERTY (HISTORIC PHOTOGRAPHS, NEWSPAPER ARTICLES, ARCHITECTURAL DRAWINGS, SECONDARY SOURCES, ETC.).

OFFICE USE ONLY

CASE NUMBER: HL- 18 -10 DATE SUBMITTED: 6/1/16

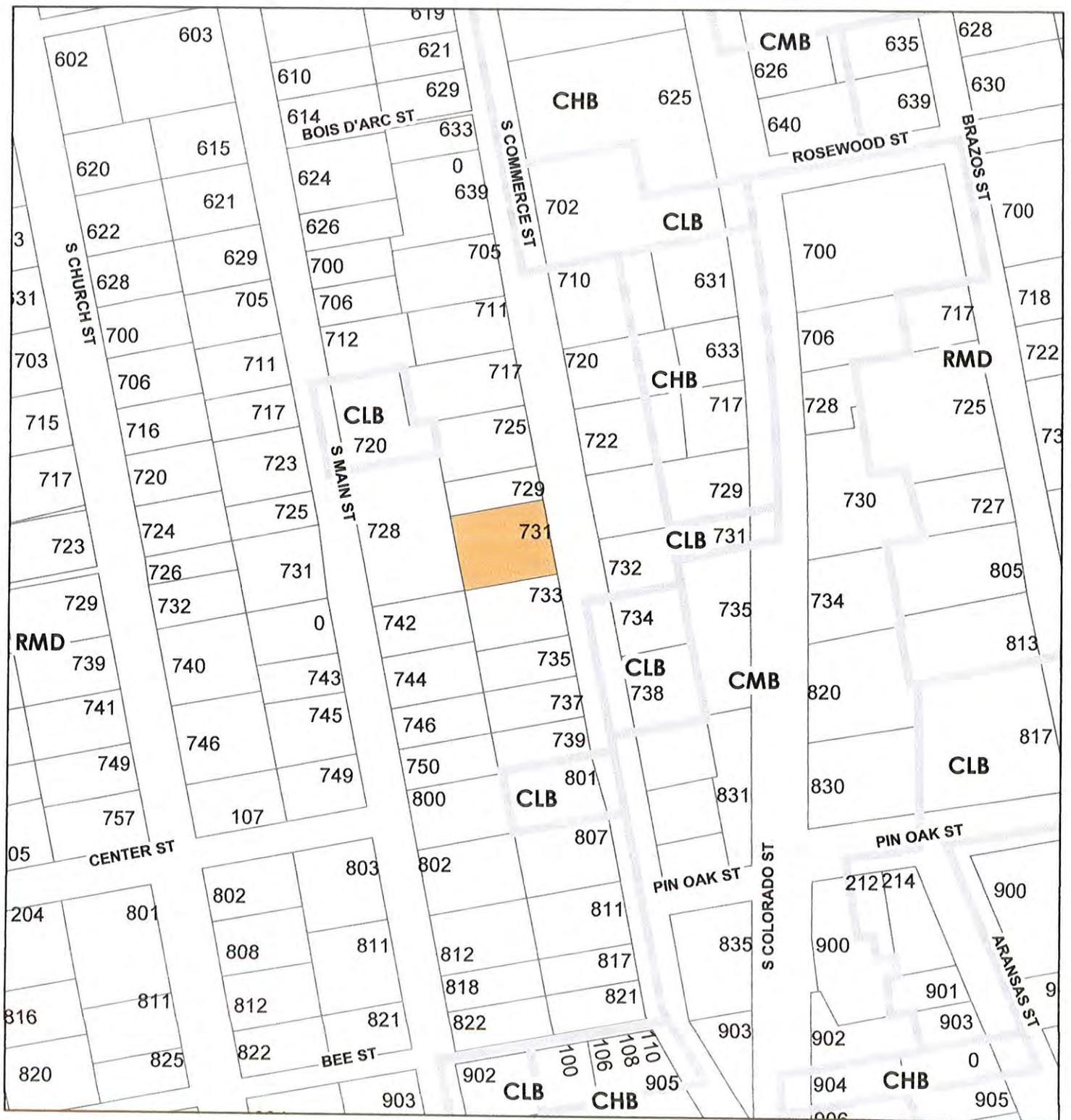
ACCEPTED BY: Planning Dept. Staff

HISTORIC PRESERVATION COMMISSION MEETING DATE: 9/5/18

CITY COUNCIL MEETING DATE: _____

HISTORIC PRESERVATION COMMISSION RECOMMENDATION: Approval (5-0)

CITY COUNCIL DECISION: _____ VOTE: _____



HL-18-11

731 S COMMERCE ST

DUBOISE/BAKER HOUSE

HISTORIC LANDMARK



Subject Property

scale 1" = 200'

67

APPLICATION . JR LOCKHART HISTORIC LANDMARK DESIGNATION

Application Receipt Date: JAN 31, 1996 Application / Designation No. HL-18-11

Property Street Address: 731 S. Commerce

Correct Historical Name Of Property: DuBoise/Baker Home

Legal Owner: Clare C. Brice Occupant Of Property: Donaly & Clare C. Brice

Mailing Address: 731 S. Commerce Mailing Address 731 S. Commerce
Lockhart, TX 78644 Lockhart, TX 78644

Telephone (512) 376-6109 Telephone (512) 376-6109

Property Legal Description AD-17, Byed hockhart, 4th c. Zoning R-MD Current Use residence

Approximate Age Of Structure 83 y Date Of Original Construction 1912 Dates Any Structures Were Moved n/a

List Any Historical Designations Or Certifications Previously Awarded This Property: none

Describe The Historical Significance Of The Property, Structures, People, Or Events Which May Qualify This Property For A Lockhart Historic Landmark Designation. Include Names, Dates And Descriptions Of Known Builder, Prior Ownerships, Major Remodeling And Changes In The Property. (Attach Additional Pages And Documentation, If Needed)

SEE ATTACHED SHEETS

Location Map Photos/Sketch Of Significant Structures: Photos/Sketch Of Property Site Print Documentation

On this day, I do solemnly swear that the statements above, and attached, concerning the above described property are true and that I am the owner, or am authorized by the owner to act as an agent, of said property in procuring the certification requested.

Applicant's Signature: Clare C. Brice Date: 1/29/96

(Note: The Applicant must be the legal owner of the property unless acting as the legal agent for the legal owner. Attach documentation which clearly shows legal ownership, and identification of any agent of the owner, by Name, Address and Telephone Number and the agency authority granted by the Owner.)

Reviewed: Historical Preservation Officer: [Signature] Date: JAN 31, 1996

Approved: Historical Preservation Commission: [Signature] Date: 1-31-96 68

Approved: Lockhart City Council: [Signature] Date: 1/31/96 (5-0)

The DuBoise/Baker Home

The DuBoise/Baker home can be classified architecturally as a one and a half story late Victoria cottage. The residence was built in the spring of 1912 by O.K. and Ettie T. Holt DuBoise. The materials for the home were purchased through the Alamo Lumber Company and Mr. DuBoise and his brothers, Floyd, Norman, Will and Everett helped to build the home. It is said that the home was one of the first private residences in Lockhart to have electrical light fixtures. These fixtures were purchased in San Antonio. Mr. DuBoise and Arthur C. Carter started the DuBoise-Carker Insurance Agency in Lockhart. Mr. DuBoise contracted smallpox while visiting relatives in San Antonio and died at the early age of 37, leaving a widow and three small children. Mrs. DuBoise took over her husband's interest in the insurance business and also raised and educated her children.

After her three children were grown, Mrs. DuBoise married Col. A.D. Baker. Col. Baker and Ettie DuBoise were married on January 18, 1931, in the dining room of this historical home at 731 S. Commerce. Col. Baker was responsible for bringing the motion picture business to Lockhart. He first introduced the open-air dome theater and later built the Baker Theater on South Main Street. Col. Baker died at his office in the Baker Theater on September 12, 1936, and a wake was held for him as he lay in state in the DuBoise/Baker home.

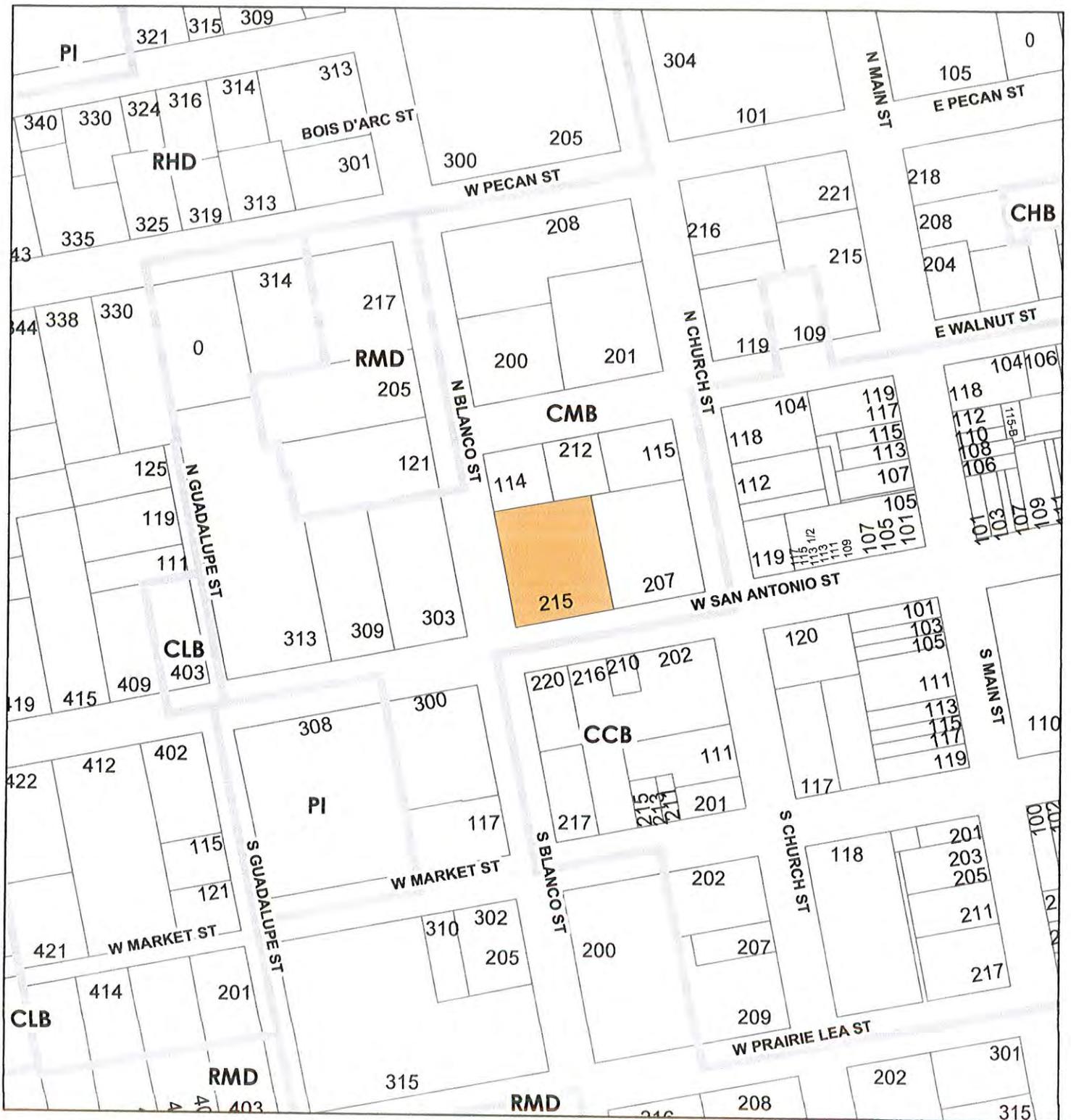
Later Mrs. Baker sold her interest in the insurance business to George Chapman and the insurance company became known as the DuBoise-Chapman Insurance Agency. Mrs. Baker was residing at the DuBoise/Baker home at the time of her death on February 18, 1954.

Very few exterior changes have been made to this home. In 1934-35 a small breakfast room (downstairs) and a bedroom (upstairs) were added on the southwest corner of the house. In 1936 a small covered side porch was added on the north side of the house. Interior changes to the home include the addition of a small upstairs bathroom in 1980. In 1986 the breakfast room and kitchen were converted into one large room and the kitchen was remodeled. At the same time beaded ceilings were added in the remodeled area and in the den. One room downstairs was divided and converted into a closet/storage area and bathroom, and the older bathroom was converted into a laundry room. When these changes were made in 1986, the owners also installed a central heating and air conditioning system in the home. In 1994 the original pine wood floors were refinished and restored.

The present owners of the DuBoise/Baker home believe that this structure is historically significant and is

worthy of consideration for Lockhart Historic Landmark designation. The home is a fine example of the late Victorian period and its architecture embodies the distinctive characteristics of that era. The home's past owners, Mr. & Mrs. O.K. DuBoise and Col. A.D. Baker, were prominent in the business community of early 20th century Lockhart. Their association with this home contributes to the historical significance of this residential structure.

The present owners of the DuBoise/Baker home would be proud to receive a Lockhart Historic Landmark designation for their home and respectfully submit their application for this honored recognition.



HL-18-12

215 W SAN ANTONIO ST

W.E. FIELD HOUSE

HISTORIC LANDMARK



 Subject Property

scale 1" = 200'

71



HISTORIC LANDMARK APPLICATION

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

APPLICANT / PROPERTY OWNER

NAME: William R. Gold ADDRESS: 1406 W Koenig Ln
DAY-TIME TELEPHONE: 512-663-9689 Austin, TX
E-MAIL: billgold@austin.cc.com 78756

PROPERTY

ADDRESS OR GENERAL LOCATION: 215 West San Antonio St, Lockhart
LEGAL DESCRIPTION (IF PLATTED): O.t. Lockhart, Block 21, Lot 1, 2
HISTORICAL NAME (IF KNOWN) W-E Field House
EXISTING USE OF BUILDING(S): N/A

HISTORIC SIGNIFICANCE

BUILDER/ARCHITECT (IF KNOWN): _____
DATE OF ORIGINAL CONSTRUCTION (IF KNOWN): 1890
STATE OR NATIONAL HISTORIC DESIGNATION(S) (IF ANY): Texas Historical
Commission Serial Number NRS5--0116

PROPERTY OWNER AUTHORIZATION

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.

IF THE APPLICATION IS NOT SUBMITTED BY THE PROPERTY OWNER OF RECORD, A LETTER AUTHORIZING THE APPLICANT TO REQUEST HISTORIC LANDMARK DESIGNATION ON THE PROPERTY OWNER'S BEHALF IS REQUIRED, AND MUST BE SIGNED AND DATED BY THE PROPERTY OWNER.

SIGNATURE OF PROPERTY OWNER: [Signature]
PRINTED NAME: William R. Gold DATE: 09/05/18

SUBMITTAL REQUIREMENTS

PLEASE ATTACH THE FOLLOWING INFORMATION TO THE APPLICATION:

1. A WRITTEN STATEMENT DESCRIBING THE HISTORIC SIGNIFICANCE OF THE PROPERTY, INCLUDING NAMES AND DATES FOR SIGNIFICANT PEOPLE ASSOCIATED WITH THE PROPERTY (BUILDERS, ARCHITECTS, PREVIOUS OWNERS, ETC.). PLEASE PROVIDE REFERENCES AND SOURCES FOR ANY RESEARCH PROVIDED.
2. A WRITTEN ARCHITECTURAL DESCRIPTION OF THE BUILDING(S) TO BE DESIGNATED, INCLUDING ARCHITECTURAL STYLE(S), FEATURE(S), ETC. PLEASE INCLUDE ANY INFORMATION REGARDING MAJOR ALTERATIONS OR ADDITIONS TO THE PROPERTY THAT HAVE HAPPENED OVER TIME. PLEASE PROVIDE REFERENCES AND SOURCES FOR ANY RESEARCH PROVIDED.
3. LOCATION MAP OF THE PROPERTY.
4. CURRENT COLOR PHOTOGRAPHS OF ALL FOUR SIDES OF THE PROPERTY.
5. ANY RELEVANT DOCUMENTATION YOU HAVE REGARDING THE HISTORY OF THE PROPERTY (HISTORIC PHOTOGRAPHS, NEWSPAPER ARTICLES, ARCHITECTURAL DRAWINGS, SECONDARY SOURCES, ETC.).

OFFICE USE ONLY

CASE NUMBER: HL- 18-12 DATE SUBMITTED: 9/5/18
ACCEPTED BY: Kevin Waller
HISTORIC PRESERVATION COMMISSION MEETING DATE: 9/5/18
CITY COUNCIL MEETING DATE: 9/18/18
HISTORIC PRESERVATION COMMISSION RECOMMENDATION: Approval (5-0)
CITY COUNCIL DECISION: _____ VOTE: _____

TEXAS HISTORICAL COMMISSION

[Atlas Home](#)

[Comment](#)

Keyword

County

Map Address

Address

Address : 215 SAN ANTONIO

Residence at 215 West San Antonio

[Report Error](#)

Residence at 215 West San Antonio

- [Survey form](#)
- [Location Map](#) 

[Refine Search](#)

[New Address Search](#)



Front of House/215 W. San Antonio

Serial Number: NRS5--0116

Property Name:

County: Caldwell

Property Address: 215 West San Antonio

City/Rural: Lockhart

Date/Period:

USGS Quad Sheet:

UTM:

Style:

Architect/Builder:

Construction: 2 story frame

Owner: Willie Lynn Field

Original Use: Residence

Present Use: Same

Physical Condition: Good

Physical Condition: Altered/Unaltered:

Roof Material:

Relationship to Surroundings: Block 21; Lot 1

Significance: Arch/Local

THC Marker: No

Designations:

The W. E. Field House

215 West San Antonio

Lockhart, Texas



W. E. Field came to Lockhart in 1855 with his family when he was five years old. In 1881 he established the general mercantile firm of W. E. Field and Company. In 1883, the store occupied the rock building which still stands at the north end of the west side of the Courthouse Square. He served as Caldwell County District Clerk and Tax Assessor/Collector. He spoke Spanish fluently and often served as a court interpreter. He was elder and one of the original incorporators of the First Christian Church in 1895. In 1890, the Field family moved into this home which bears his name.

Click [HERE](#) to return to the home page

Webpage designed and maintained by:

Franz Hofmann

Last updated October 13, 1999

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LOCKHART CITY COUNCIL
SPECIAL MEETING

AUGUST 28, 2018

6:30 P.M.

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

Council present:

Mayor Lew White

Councilmember Juan Mendoza

Councilmember Jeffry Michelson

Councilmember John Castillo

Councilmember Kara McGregor

Councilmember Brad Westmoreland

Council absent:

Mayor Pro-Tem Angie Gonzales-Sanchez

Staff present:

Connie Constancio, City Secretary

Citizens/Visitors Addressing the Council: None.

Work Session 6:30 p.m.

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

ITEM 1. CALL TO ORDER.

Mayor Lew White called the special meeting to order at 6:30 p.m.

ITEM 2. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.074- TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE. - Deliberate the appointing of an individual to the City Manager position.

Mayor White announced that the Council would enter Executive Session at 6:30 p.m.

OPEN SESSION

Mayor White announced that the Council would enter Open Session at 7:08 p.m.

ITEM 3-A. DISCUSSION AND/OR ACTION REGARDING THE APPOINTING OF A CITY MANAGER.

Councilmember Michelson made a motion to hire Steven D. Lewis as the City of Lockhart's City Manager effective October 8, 2018. Councilmember McGregor seconded. The motion passed by a vote of 6-0.

He announced that Mayor Pro-Tem Sanchez notified him that she was unable to attend the meeting.

ITEM 3-B. DISCUSSION AND/OR ACTION REGARDING THE APPROVAL OF A CITY MANAGER'S EMPLOYMENT CONTRACT.

Councilmember Michelson made a motion to approve the City Manager's employment contract. Councilmember Mendoza seconded. The motion passed by a vote of 6-0.

ITEM 4. ADJOURNMENT.

Councilmember Mendoza made a motion to adjourn the meeting. Councilmember McGregor seconded. The motion passed by a vote of 6-0. The meeting was adjourned at 7:10 p.m.

PASSED and APPROVED this the 18th day of September 2018.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

**LOCKHART CITY COUNCIL
and
LOCKHART ECONOMIC
DEVELOPMENT CORPORATION**

SEPTEMBER 4, 2018

6:30 P.M.

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

Council present:

Mayor Lew White
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Councilmember John Castillo
Councilmember Kara McGregor
Councilmember Brad Westmoreland

Council absent:

Mayor Pro-Tem Angie Gonzales-Sanchez

Lockhart Economic Development Corporation members present:

Morris Alexander
Umesh Patel
Frank Estrada
Nic Irwin

Dyral Thomas
Alan Fielder
Alfredo Munoz

Staff present:

Vance Rodgers, City Manager
Peter Gruning, City Attorney
Sean Kelley, Public Works Director
Kevin Waller, Assistant City Planner

Connie Constancio, City Secretary
Pam Larison, Interim Finance Director
Dan Gibson, City Planner

Citizens/Visitors Addressing the Council: Tommie Clayton of Caldwell County Master Gardeners Association; Roy Watson of the Branding and Wayfinding Committee; Jeff Hinson, Finance Consultant; and Tracy Forester, Citizen.

Work Session 6:30 p.m.

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

DISCUSSION ONLY

A. DISCUSS CITY COUNCIL MEETING MINUTES OF AUGUST 18 AND 19, 2018 AND AUGUST 21, 2018.

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

B. DISCUSS AGREEMENT BETWEEN THE CITY OF LOCKHART, TEXAS A&M AGRILIFE EXTENSION SERVICE/CALDWELL COUNTY AND THE CALDWELL COUNTY MASTER GARDENER ASSOCIATION (CCMGA, A 501C3 NON-PROFIT) TO ASSUME MANAGEMENT OF THE CURRENT “LOCKHART COMMUNITY GARDEN” SITE ON NORTH MEDINA JUST NORTH OF THE CALDWELL COUNTY MINISTERIAL ALLIANCE FOOD BANK AND APPOINTING THE MAYOR TO SIGN THE AGREEMENT IF APPROVED.

Mr. Rodgers stated that A&M AgriLife Extension Service/Caldwell County and the Caldwell County Master Gardener Association (CCMGA, a 501c3 non-profit) have submitted a proposal to assume management of the current “Lockhart Community Garden” site. There was discussion. Mr. Rodgers recommended approval.

Tommie Clayton, President of the CCMGA, stated that the agreement was originally proposed in March 2018 when the CCMGA was looking for a site to develop a garden. After discussions with the City Manager, the CCMGA created a Lockhart Community Garden site at the city facility on Medina and Bois D’arc Street. The CCMGA hosts AgriLife educational and outreach sessions for the public. There was discussion.

C. DISCUSS MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN LOCKHART POLICE DEPARTMENT AND LOCKHART INDEPENDENT SCHOOL DISTRICT (ISD) FOR TWO SCHOOL RESOURCE OFFICERS FOR THE 2018-2019 SCHOOL YEAR.

Mr. Rodgers stated that the MOU submitted for approval outlines the roles and responsibilities of the Lockhart Police Department and Lockhart ISD with respect to one officer housed at the High School and one officer housed at the Junior High School as roving SRO’s assigned to the LISD for the 2018-2019 school year. Mr. Rodgers recommended approval. There was brief discussion.

D. DISCUSS THE SUBMISSION OF GRANT APPLICATION TO ST. DAVID’S FOUNDATION FOR THE ACTIVE PARKS GRANT.

Mr. Kelley stated that these grants are by invitation only and that the City of Lockhart was fortunate to be included. The grant is meant to fund opportunities that support physical activity, health, economic development and fitness within parks and could fund up to \$250,000 this year in related projects. There is currently no safe pedestrian access to the Municipal Park. Providing neighborhoods access to the park by trails meets all of the criteria for this grant. Staff is proposing to submit a plan for a series of 10-foot and 6-foot wide trails in and around the park to promote activity. This grant has no matching requirement. Staff would commit in-kind services of prepping the sites for these proposed walkways. Grant applications must be submitted by September 26, 2018. Mr. Kelley recommended approval. There was discussion.

E. DISCUSS REAPPOINTMENT OF MAYOR LEW WHITE AND COUNCILMEMBER JOHN CASTILLO TO THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG) GENERAL ASSEMBLY.

Mayor White stated that the CAPCOG requires members to be reappointed to the general assembly each year. He serves on the CAPCOG Executive Board and Councilmember Castillo serves on the CAPCOG Economic Development Board. He requested approval.

F. PRESENTATION BY THE BRANDING AND WAYFINDING COMMITTEE, AND DISCUSSION REGARDING THE COMMITTEE'S RECOMMENDED BRANDING CONCEPT FOR THE CITY OF LOCKHART.

Councilmember McGregor introduced members of the Branding and Wayfinding Committee. She stated that Committee member Roy Watson would present information regarding their recommendations.

Roy Watson of the Branding and Wayfinding Committee provided detailed information regarding the recommended brand identity/future logo of the City of Lockhart.

Councilmember Michelson thanked the committee for their dedication and time spent in determining a recommended future logo. He suggested that if the logo were to represent the Caldwell County Courthouse, that the drawing of the structure look more like it. He also questioned why a County building was suggested for the city logo. Mr. Watson replied that out of many other proposed logo options, the similarity of the Caldwell County Courthouse was what the Committee believed was the best option to the city's future brand/logo.

Councilmember McGregor stated that the original architectural drawing of the Caldwell County Courthouse was what drew the Committee to select it to propose as the future logo.

Councilmember Westmoreland stated that years ago, the City of Lockhart was full of oak trees. He stated that the recommended brand/logo was suitable and "not busy".

Councilmember Mendoza stated that he appreciated the concept of the new brand/logo and that it is heading in the right direction.

Councilmember Castillo stated that Lockhart's Economic Development Director also has a concept of a future brand/logo. He expressed appreciation of the proposed new brand/logo and thanked the Committee for their dedication and time spent on it.

Mayor White stated that he believes that the committee presented an identifier to the logo. He stated that he believes that the proposed logo with the courthouse drawing signifies the hard work that the Council, staff and citizens have done to revitalize the downtown district.

Mr. Watson stated that the next steps would be to work the next several weeks to prepare a print ready artwork.

Mayor White requested that the committee return to Council with a refined logo with suggestions for tag lines.

G. DISCUSSION AFTER UPDATE BY CITY MANAGER REGARDING FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REIMBURSEMENTS ASSOCIATED WITH HURRICANE HARVEY IN 2017.

Mr. Rodgers stated that the City Manager filed reimbursement requests with FEMA for costs associated with recovery of costs associated with cleanup during and after Hurricane Harvey. After appeals and a very burdensome report process, FEMA has agreed to reimburse the City of Lockhart about \$62,000 which should be coming to the city in October 2018. The funds should be used to reimburse the funds where the expenses occurred. The new City Manager can bring this issue back to Council at that time. There was discussion.

RECESS: Mayor White announced that the Council would recess for a break at 7:20 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting of the Lockhart City Council to order at 7:35 p.m.

Member Alan Fielder called the meeting of the Lockhart Economic Development Corporation to order at 7:35 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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

ITEM 3. CITIZENS/VISITORS COMMENTS.

Mayor White requested the following citizen to address the Council:

Tracy Forester, 1600 Old Kelly Road, spoke against the proposed tax rate increase. She stated that the combined total tax increase of all taxing entities is making it hard for homeowners to afford their mortgages. She requested that taxing entities figure out how to live within the budget rather than increasing property tax rates.

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

ITEM 4-A. HOLD PUBLIC HEARINGS ON THE CITY OF LOCKHART AND LOCKHART ECONOMIC DEVELOPMENT CORPORATION FISCAL YEAR 2018-2019 BUDGETS.

Mayor White opened the public hearing of the Lockhart City Council at 7:38 p.m.

LEDC Member Alan Fielder opened the public hearing of the Lockhart Economic Development Corporation (LEDC) at 7:38 p.m.

Pam Larison stated that Jeff Hinson will present the proposed budgets as a consultant.

Jeff Hinson stated that the City Charter requires a public hearing on the budgets and, also thereafter on the tax rate. Mr. Hinson provided detailed budget information and there was discussion regarding Fiscal Year 2018-2019 proposed revenues and expenditures as follows:

- General Fund
- Debt Service
- Electric Utility
- Water Utility
- Wastewater Utility
- Solid Waste Utility
- Emergency Medical Service
- Airport Fund
- Special Revenue Funds
- Capital Funds
- Miscellaneous Utility Funds
- Trust and Agency Funds
- Lockhart Economic Development Multi-Year Financial Plan

Mayor White requested citizens to address the Council and the LEDC in favor of or against the City of Lockhart and Lockhart Economic Development Corporation Fiscal Year 2018-2019 budgets. There were none. He closed the public hearing of the Lockhart City Council at 8:20 p.m.

LEDC Member Alan Fielder closed the public hearing of the Lockhart Economic Development Corporation at 8:20 p.m.

ITEM 4-B. PRESENTATION, DISCUSSION AND/OR ACTION TO CONSIDER APPROVAL OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION'S MULTI-YEAR FINANCIAL PLAN.

Councilmember Michelson made a motion to approve the Lockhart Economic Development Corporation's Multi-Year Financial Plan. Councilmember Castillo seconded. The motion passed by a vote of 6-0.

Member Frank Estrada made a motion to approve the Lockhart Economic Development Corporation's Multi-Year Financial Plan. Member Alfredo Munoz seconded. The motion passed by a vote of 7-0.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC) TO ADJOURN

Member Alan Fielder announced that the LEDC would adjourn their meeting at 8:16 p.m.

Mayor White announced that the Lockhart City Council meeting would continue.

ITEM 4-C. CITY COUNCIL TO HOLD THE FIRST OF TWO PUBLIC HEARINGS ON A PROPOSAL TO INCREASE TOTAL TAX REVENUES FROM PROPERTIES ON THE TAX ROLL IN THE PRECEDING YEAR BY 5.648878 PERCENT. ANNOUNCE THAT THE DATE OF THE SECOND PUBLIC HEARING WILL BE SEPTEMBER 18, 2018 AT 7:30 P.M. AND THE VOTE ON THE TAX RATE WILL BE SEPTEMBER 25, 2018 AT 6:30 P.M. AT THE CLARK LIBRARY ANNEX – COUNCIL CHAMBERS, 217 SOUTH MAIN STREET, 3RD FLOOR, LOCKHART, TEXAS 78644.

Mayor White opened the public hearing at 8:21 p.m.

Mr. Hinson stated that this is the first of two required public hearings regarding the proposed Fiscal Year 2018-2019 tax rate. The second public hearing will be held on September 18, 2018 at 7:30 p.m. The proposed Fiscal Year 2018-2019 tax rate will be 71.07 cents per \$100 valuation, which is less than last year. The Council's unanimous record vote made during the August 21, 2018 meeting and was to set the tax rate at 71.07 cents per \$100 valuation.

The average taxable value of a residence homestead in City of Lockhart last year was \$127,370. Based on last year's tax rate of \$0.726000 per \$100 of taxable value, the amount of taxes imposed last year on the average home was \$924.71.

The average taxable value of a residence homestead in City of Lockhart this year is \$136,838. If the governing body adopts the effective tax rate for this year of \$0.672700 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$920.51.

If the governing body adopts the proposed tax rate of \$0.710700 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$972.51.

Mayor White requested citizens in favor of or against the proposed tax rate increase to address the Council. There were none. He closed the public hearing at 8:24 p.m.

ITEM 5. CONSENT AGENDA.

Councilmember McGregor made a motion to approve consent agenda items 5A, 5B, 5C, 5D, and 5E. Councilmember Westmoreland seconded. The motion passed by a vote of 6-0.

The following are the consent agenda items that were approved:

- 5A: Approve City Council meeting minutes of August 18 and 19, 2018 and August 21, 2018.
- 5B: Approve agreement between the City of Lockhart, Texas A&M AgriLife Extension Service/Caldwell County and the Caldwell County Master Gardener Association (CCMGA, a 501c3 non-profit) to assume management of the current "Lockhart Community Garden" site on North Medina just north of the Caldwell County Ministerial Alliance Food Bank, and appointing the Mayor to sign the agreement if approved.
- 5C: Approve Memorandum of Understanding (MOU) between Lockhart Police Department and Lockhart Independent School District for two School Resource Officers for the 2018-2019 school year.
- 5D: Approve the submission of grant application to St. David's Foundation for the Active Parks Grant.
- 5E: Approve reappointment of Mayor Lew White and Councilmember John Castillo to the Capital Area Council of Governments (CAPCOG) General Assembly.

ITEM 6-A. PRESENTATION BY THE BRANDING AND WAYFINDING COMMITTEE, AND DISCUSSION AND/OR ACTION, REGARDING THE COMMITTEE'S RECOMMENDED BRANDING CONCEPT FOR THE CITY OF LOCKHART.

Mayor White stated that the consensus of the Council was to direct the committee to further refine the proposed logo with some possible tag lines.

ITEM 6-B. DISCUSSION AND/OR ACTION AFTER UPDATE BY CITY MANAGER REGARDING FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REIMBURSEMENTS ASSOCIATED WITH HURRICANE HARVEY IN 2017.

There was no discussion.

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

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

ITEM 6-E. DISCUSSION AND/OR ACTION REGARDING THE PROPOSED FISCAL YEAR 2018-2019 GENERAL FUND, ENTERPRISE FUND, DEBT FUND BUDGETS, AND PROPOSED FUNDING SOURCES AND, DISCUSSION AND/OR ACTION REGARDING THE BUDGET AND TAX RATE ADOPTION CALENDAR, IF NECESSARY.

There was no additional discussion regarding the Fiscal Year 2018-2019 budget.

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

- Update: The contractor has completed about 25% of the new 18" water main on West Martin Luther King, Jr Industrial Blvd. that will connect to the large main on State Park Road at Patton.
- Update: Bids to be advertised starting next week for large water main extension from SH 142 to north of the railroad tracks on the east frontage of road of SH 130; this is first phase in preparation for the new water tower under design; both funded with the 2015 Certificates of Obligation (CO) issuance.
- Update: LEDC has sold lot 4B at the northwest corner of Brownsboro Road and East Martin Luther King, Jr Industrial Blvd. to Hill Country Foodworks for expansion of their business at 215 East MLK Jr. Industrial Blvd.

- Update: LCRA engineers working on extension of 3 phase from the Jason K LaFleur Sports Complex on Maple to the east and then north to Bluebonnet School as part of the first phase of the north electrical load reduction project on the Blackjack Electrical Substation Breaker 30 and in preparation of new subdivision on Mockingbird.
- Update: TRC engineering working on design of water main extension on Brownsboro Road from E. Martin Luther Industrial Blvd south to the Summerside Subdivision which will provide a looped water main system in the area; funding will be from Water Impact fees and the 2015 CO issuance.
- Update: Vision Fiber Technology's working daily to rehab the building they purchased on Blackjack.
- Update: Kentucky Fried Chicken is scheduled to open in November.
- Update: Taco Bell is closed for major remodeling but to reopen soon.
- Update: The Stanton Apartments construction is well underway.
- Update: The new Valero Store and strip center just south of Stanton Apartments has its permits and preconstruction meeting has been held.
- Update: Vintage Springs Developer has requested that the City Manager allow them to start their dirt work.
- Update: The library air conditioning condensing leaks that have plagued us so long have been repaired, and repairs to walls and floors are underway.
- Reminder: On Saturday, September 15, at 9 am, there will be a meet and greet on the Carver Vocational School grounds on east Market Street to seek community support in efforts to rehabilitate the structure; the Council, Lockhart Historical Preservation Commission, the Caldwell County Historical Committee, and LISD Trustees and Administration are invited.
- Reminder: Staff will be presenting rate ordinances for new water costs and trash collections services at the September 25 meeting.
- Report: Staff is Working with Greater Caldwell County Hispanic Chamber in preparation of Diez y Seis event in September.
- Report: Staff working on Texas Swing Festival with event representatives to be held September 28 and 29.

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

Councilmember Westmoreland thanked all that attended to support the youth at the High School games.

Councilmember Mendoza invited everyone to the Lockhart Soccer Association Youth kickoff celebration on Friday, September 7, 2018 at 6:30 p.m.

Councilmember McGregor encouraged attendance at the Old Carver School Fundraiser event on September 15, 2018.

Councilmember Castillo expressed condolences to the Carter and Trelles families for their loss. He wished the school athletic teams best of luck this school year. He thanked Mr. Hinson and staff for their help. He questioned the process of filling the Finance Director position. Mr. Rodgers replied that the new City Manager would fill the position of Finance Director.

Mayor White announced a couple of events: Old Carver School Fundraiser on September 15 and Diez y Seis on September 14&15 on the downtown square. The Swing event will also be held in late September. He thanked staff for their work and explained that the Council would spend the taxpayers funds very wisely. He invited everyone to the monthly First Friday celebration on the square this Friday.

Mr. Rodgers expressed condolences to Robert Steinbomer for the loss of his wife.

ITEM 9. ADJOURNMENT.

Councilmember Mendoza made a motion to adjourn the meeting. Councilmember McGregor seconded. The motion passed by a vote of 6-0. The meeting was adjourned at 8:38 p.m.

PASSED and APPROVED this the 18th day of September 2018.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary



Work Session Item # _____

Reg. Mtg. Item #_2018-15

**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 | x Yes | <input type="checkbox"/> Not Applicable | |
| | Reviewed by Legal | x Yes | <input type="checkbox"/> Not Applicable | |
| Council Meeting Date: September 18, 2018 | | | | |
| Department: Finance | | Initials | Date | |
| Department Head: Pam Larison | Asst. City Manager | | | |
| Dept. Signature: | City Manager | | 9-14-2018 | |
| Agenda Item Coordinator/Contact (include phone #): Pam Larison 398-3461 x229 | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE X 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 to Consider Approval of a Resolution Approving the Investment Policy for the City of Lockhart, Texas | | | | |
| FINANCIAL SUMMARY | | | | |
| x N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | | |
| 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 Funds Investment Act requires governing bodies of an investing entity to adopt and annually review a written investment policy and approve any changes to the policy. There are no changes to the investment policy for 2018. | | | | |
| STAFF RECOMMENDATION | | | | |
| Staff recommends City Council approve the resolution. | | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies: | | |
| Copy of the document and resolution. | | | | |

RESOLUTION 2018-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS APPROVING THE INVESTMENT POLICY FOR THE CITY OF LOCKHART, TEXAS

WHEREAS, the Texas Government Code, Chapter 2256. Public Funds Investment, known as the Texas Public Funds Investment Act, authorizes investments for governmental entities, and

WHEREAS, Section 2256.005 of the Texas Public Funds Investment Act requires governing bodies of an investing entity to adopt a written investment policy and annually review and approve any changes to the investment policy, and

WHEREAS, the City of Lockhart's existing investment policy requires changes and revisions to maintain compliance with the Texas Public Funds Investment Act.

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

The Investment Policy of the City of Lockhart which is attached hereto and incorporated herein for all intents and purposes is hereby approved.

PASSED, APPROVED and ADOPTED this 18th day of September, 2018.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, City Secretary

Peter Gruning, City Attorney

CITY OF LOCKHART INVESTMENT POLICY September 2018

I. POLICY

It is the policy of the City of Lockhart (hereinafter the "City") that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risk of investment, all available funds shall be invested in conformance with these legal and administrative guidelines, seeking to optimize interest earnings to the maximum extent possible.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue for City funds. The City's investment portfolio shall be designed and managed in a manner designed to provide safety and security of principal invested, provide for adequate liquidity to meet cash flow needs, utilize diversification to lower risk, be responsive to public trust, and to remain in compliance with legal requirements and limitations.

Investments shall be made with the primary objectives of:

- * **Safety** and preservation of principal,
- * Maintenance of sufficient **liquidity** to meet operating needs,
- * **Diversification** of investments,
- * **Public trust** in prudent investment activities, and
- * Optimization of **interest earnings** on the portfolio

II. PURPOSE

The purpose of this investment policy is to comply with Chapter 2256 of the Government Code ("Public Funds Investment Act"), which requires each governmental entity to adopt a written investment policy regarding the investment of its funds and funds under its control. The Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City's funds.

III. SCOPE

This Investment Policy shall govern the investment of all financial assets of the City. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

- General Fund,
- Special Revenue Funds,
- Capital Projects Funds,
- Enterprise Funds,

- Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately;
- Debt Service Funds, including reserves and sinking funds, to the extent not required by law or existing contract to be kept segregated and managed separately, and
- Any new fund created by the City, unless specifically exempted from this Policy by the City or by law.

The City will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this policy does not apply to the assets administered for the benefit of the City by outside agencies under retirement and deferred compensation programs.

IV. INVESTMENT OBJECTIVES

The City shall manage and invest its cash with five primary objectives, listed in order of priority: **safety, liquidity, diversification, public trust, and yield, expressed as an optimization of interest earnings.** The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The City shall maintain a comprehensive cash management program, which includes collection of account receivables, payments to vendors in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies to insure maximum cash availability and maximum earnings on short-term investment of idle cash.

Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit and interest rate risk.

- Credit Risk – The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, by:
 - Limiting investments to the safest types of investments
 - Pre-qualifying the financial institutions and broker/dealers with which the City will do business
- Interest Rate Risk – the City will minimize the risk that interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates, by:
 - Structuring the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity.

- Investing operating funds primarily in certificates of deposit, shorter-term securities, money market mutual funds, or local government investment pools functioning as money market mutual funds.
- Diversifying maturities and staggering purchase dates to minimize the impact of market movements over time.

Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrent with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in shares of local government investment pools or money market mutual funds that offer same-day liquidity. In addition, a portion of the portfolio will consist of securities with active secondary or resale markets.

Diversification

Diversification of investments within the portfolio by type, maturity and market sector and using a number of broker/dealers so that potential losses from individual issuers will be minimized.

Public Trust

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

Yield (Optimization of Interest Earnings)

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

V. RESPONSIBILITY AND CONTROL

Legal Limitations, Responsibilities and Authority

Direct specific investment parameters for the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256, of the Texas Government Code, (the "Act"). The Act is attached as Exhibit A. All investments will be made in complete accordance with this statute.

Delegation of Authority

In accordance with the Act, the City Council designates the City Manager and the Finance Director as the City's Investment Officers. An Investment Officer is authorized to execute investment transactions

on behalf of the City. No person may engage in an investment transaction or the management of City funds except as provided under the terms of this Investment Policy as approved by the City Council. The investment authority granted to the investing officers is effective until rescinded by the City Council.

Quality and Capability of Investment Management

The City shall provide periodic training in investments for the designated investment officers and other investment personnel through courses and seminars offered by professional organizations, associations, and other independent sources to insure the quality and capability of investment management in compliance with the Act.

Training Requirement

In accordance with the Act, designated Investment Officers shall attend an investment training session not less than once in a two-year period that begins on the first day of the fiscal year and consists of the two consecutive fiscal years after that date and shall receive not less than 8 hours of instruction relating to investment responsibilities. A newly appointed Investment Officer must attend a training session of at least 10 hours of instruction within twelve months of the date the officer took office or assumed the officer's duties. The investment training session shall be provided by an approved independent source. For purposes of this policy, an "independent source" from which investment training shall be obtained shall include specific Public Funds Investment Act training associated with educational programs, workshops, seminars and conference sponsored by, but not limited to, the following entities: the Texas Municipal League (TML), International City Managers Association (ICMA) Government Finance Officers of Texas (GFOAT) and the Government Treasurers Association of Texas (GTOT). The City of Lockhart may not utilize investment training provided by or sponsored by any business organization with whom the City may engage in an investment transaction.

Internal Controls

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Finance Director shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following areas:

- Control of collusion.
- Separation of transactions authority from accounting and record keeping.
- Custodial safekeeping.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.

- Written confirmation for telephone (voice) transactions for investments and wire transfers.
- Development of a wire transfer agreement with the depository bank or third-party custodian.

Prudence

The standard of prudence to be applied by the Investment Officers shall be the “prudent investor rule. This rule states that “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.” In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- The investment of all funds, or funds under the City’s control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment.
- Whether the investment decision was consistent with the written approved investment policy of the City.

Indemnification

The Investment Officers, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific investment’s credit risk or market price changes, provided that these deviations are reported immediately, and the appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions. Employees and Investment Officers shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City.

An Investment Officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

VI. SUITABLE AND AUTHORIZED INVESTMENTS

City funds governed by this policy may be invested in the instruments described below, all of which are authorized by the Act. Investment of City funds in any instrument or security not authorized for

investment under the Act is prohibited. The City will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

Authorized Investments

1. Obligations of the United States of America, its agencies and instrumentalities.
2. Certificates of Deposit issued by a bank organized under Texas law, the laws of another state, or federal law, that has its main office or a branch office in Texas, or by a savings and loan association or a savings bank organized under Texas law, the laws of another state, or federal law, that has its main office or a branch office in Texas and that is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or secured by obligations in a manner and amount provided by law for deposits of the City.
3. Fully collateralized direct repurchase agreements and reverse repurchase agreements with a defined termination date, not to exceed 120 days to maturity, secured by obligations of the United States or its agencies and instrumentalities. These shall be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. A Bond Market Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement. All repurchase agreement transactions will be on a delivery vs. payment basis. Securities received for repurchase agreements must have a market value greater than or equal to 102 percent at the time funds are disbursed.
4. Money Market Mutual funds that are 1) no-load, 2) registered and regulated by the Securities and Exchange Commission, 3) have a dollar weighted average stated maturity of 90 days or less, 4) rated AAA by at least one nationally recognized rating service, and 5) seek to maintain a net asset value of \$1.00 per share.
5. Local government investment pools, which 1) meet the requirements of Chapter 2256.016 of the Public Funds Investment Act, 2) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, 3) seek to maintain a \$1.00 net asset value, and 4) are authorized by resolution or ordinance by the City Council.

Investments will be monitored on a monthly basis for any loss of required minimum rating and all prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

Investments Not Authorized

Investments including interest-only or principal-only strips of obligations with underlying mortgage-backed security collateral, collateralized mortgage obligations with an inverse floating interest rate or a maturity date of over 10 years are strictly prohibited.

VII. INVESTMENT PARAMETERS

Maximum Maturities

The longer the maturity of investments, the greater their price volatility, therefore, it is the City's policy to concentrate its investment portfolio in shorter-term securities to limit principal risk caused by changes in interest rates.

The City attempts to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than three (3) years from the date of purchase; however, the above described obligations, certificates, or agreements may be collateralized using longer dated investments.

Because no secondary market exists for repurchase agreements, the maximum maturity shall be 120 days except in the case of a flexible repurchase agreement for bond proceeds. The maximum maturity for such an investment shall be determined in accordance with project cash flow projections and the requirements of the governing bond ordinance.

The composite portfolio will have a weighted average maturity of 365 days or less. This dollar-weighted average maturity will be calculated using the stated final maturity dates of each security.

Diversification

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification that shall be achieved by the following general guidelines:

- Limiting investments to avoid overconcentration in investments from a specific issuer or business sector (excluding U.S. Treasury securities and certificates of deposit that are fully insured and collateralized in accordance with state and federal law),
- Limiting investment in investments that have higher credit risks (example: commercial paper),
- Investing in investments with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

The following maximum limits, by instrument, are established for the City's total portfolio:

| | |
|---|-------------------|
| 1. U.S. Treasury Securities..... | 100% |
| 2. Agencies and Instrumentalities | not to exceed 50% |
| 3. Fully insured or collateralized CD's..... | not exceed 50% |
| 4. Repurchase Agreements* | 80% |
| 5. Money Market Mutual Funds | 60% |
| 6. Authorized Local Government Investment Pools | 100% |

*Excluding flexible repurchase agreements for sweep accounts and/or bond proceeds investments

VIII. SELECTION OF BANKS AND DEALERS

Depository

At least every five (5) years a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state law.
- The ability to provide requested information or financial statements for the periods specified.
- The ability to meet all requirements in the banking RFP.
- Complete response to all required items on the bid form
- Lowest net banking service cost, consistent with the ability to provide an appropriate level of service.
- The credit worthiness and financial stability of the bank.

Authorized Brokers/Dealers

The City shall, at least annually, review, revise, and adopt a list of qualified broker/dealers and financial institutions authorized to engage in securities transactions with the City. Those firms that request to become qualified bidders for securities transactions will be required to provide, 1) a completed broker/dealer questionnaire that provides information regarding creditworthiness, experience and reputation, and 2) a certification stating the firm has received, read and understood the City's investment policy and agree to comply with the policy. Authorized firms may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories. All investment providers, including financial institutions, banks, money market mutual funds, and local government investment pools, must sign a certification acknowledging that the organization has received and reviewed the City's investment policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the City's policy.

Competitive Bids

It is the policy of the City to require competitive bidding for all individual security purchases and sales except for: a) transactions with money market mutual funds and local government investment pools and b) treasury and agency securities purchased at issue through an approved broker/dealer or financial institution. The Finance Director shall develop and maintain procedures for ensuring a competition in the investment of the City's funds.

Delivery vs. Payment

Securities shall be purchased using the **delivery vs. payment** method, except for, investment pools and mutual funds. Funds will be released after notification that the purchased security has been received.

IX. SAFEKEEPING OF SECURITIES AND COLLATERAL

Safekeeping and Custodian Agreements

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure demand or time deposits. Securities owned by the City shall be held in the City's name as evidenced by safekeeping receipts of the institution holding the securities.

Collateral for deposits will be held by a third-party custodian designated by the City and pledged to the City as evidenced by safekeeping receipts of the institution with which the collateral is deposited. Original safekeeping receipts shall be obtained. Collateral may be held by the depository bank's trust department, a Federal Reserve Bank or branch of a Federal Reserve Bank, a Federal Home Loan Bank, or a third-party bank approved by the City.

Collateral Policy

Consistent with the requirements of the Public Funds Collateral Act, Chapter 2257, Texas Government Code, it is the policy of the City to require full collateralization of all City funds on deposit with a depository bank, other than investments. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC. At its discretion, the City may require a higher level of collateralization for certain investment securities. Securities pledged as collateral shall be held by an independent third party with whom the City has a current custodial agreement. The Finance Director is responsible for entering into collateralization agreements with third party custodians in compliance with this Policy. The agreements are to specify the acceptable investment securities for collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. Collateral shall be reviewed at least monthly to assure that the market value of the pledged securities is adequate.

Collateral Defined

The City shall accept only the following types of collateral:

- Obligations of the United States or its agencies and instrumentalities,
- Direct obligations of the state of Texas or its agencies and instrumentalities,
- Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized rating firm not less than A or its equivalent with a remaining maturity of ten (10) years or less,
- A surety bond issued by an insurance company rated as to investment quality by a nationally recognized rating firm not less than A, and
- A letter of credit issued to the City by the Federal Home Loan Bank

Subject to Audit

All collateral shall be subject to inspection and audit by the Finance Director or the City's independent auditors.

X. PERFORMANCE

Performance Standards

The City's investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio shall be designed with the objective of obtaining a rate of return through budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow requirements of the City.

Performance Benchmark

It is the policy of the City to purchase investments with maturity dates coinciding with cash flow needs. Through this strategy, the City shall seek to optimize interest earnings utilizing allowable investments available on the market at that time. Market value will be calculated on a quarterly basis on all securities owned and compared to current book value. The City's portfolio shall be designed with the objective of regularly meeting or exceeding the average rate of return on U.S. Treasury Bills at a maturity level comparable to the City's weighted average maturity in days.

XI. INVESTMENT STRATEGY

From an overall basis, the City intends to follow a "buy and hold" portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity. However, investments may be liquidated prior to maturity for the following reasons:

- An investment with declining credit may be liquidated early to minimize loss of principal, and
- Cash flow needs of the City require that the investment be liquidated.

The City of Lockhart maintains one investment portfolio in which all funds under the City's control are pooled for investment purposes. Within the pooled portfolio are different fund components, each having an investment strategy as described below:

1. Investment strategies for maintenance & operating funds are to assure that anticipated cash flows are matched with adequate investment maturities to maintain sufficient liquidity. The secondary objective is to create a portfolio structure that will experience minimal volatility during economic cycles. This may be accomplished by purchasing quality, short-term securities or certificates of deposit in a laddered structure or utilizing authorized money market mutual funds or investment pools that function as money market mutual funds. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity date of each security.

2. Investment strategies for the debt service funds shall have as the primary objective the assurance of investment liquidity to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated maturity date that exceeds the debt service payment date.
3. Investment strategies for general reserve and debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be of high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to medium term maturities.
4. Investment strategies for capital improvement, construction or special projects funds will have as their primary objective the assurance that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include highly liquid securities and investments to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

XII. REPORTING

Methods

The Investment Officer shall prepare an investment report on a quarterly basis that summarizes investment strategies employed in the most recent quarter and describes the portfolio in terms of investment securities, maturities, and shall explain the total investment return for the quarter.

The quarterly investment report shall include a summary statement of investment activity prepared in compliance with generally accepted accounting principals. This summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be provided to the City Council. The report will include the following:

- A listing of individual securities held at the end of the reporting period.
- A listing of the beginning and ending book and market value of securities for the period.
- Additions and changes to the market value during the period.
- Average weighted yield to maturity of portfolio as compared to applicable benchmark.
- Listing of investments by maturity date.
- Fully accrued interest for the reporting period
- The percentage of the total portfolio that each type of investment represents.
- Statement of compliance of the City's investment portfolio with state law and the investment strategy and policy approved by the City Council.

An independent auditor will perform a formal annual review of the quarterly reports with the results reported to the governing body.

Monitoring Market Value

Market value of all securities in the portfolio will be determined on a quarterly basis. These values will be obtained from a reputable and independent source and disclosed to the governing body quarterly in a written report.

XIII. INVESTMENT POLICY ADOPTION

The City's investment policy shall be adopted by resolution of the City Council. It is the City's intent to comply with state laws and regulations. The City's investment policy shall be subject to revisions consistent with changing laws, regulations, and needs of the City. The City Council shall adopt a resolution stating that it has reviewed the policy and investment strategies annually, approving any changes or modifications.



Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | |
|--|----------------------------------|---|---|
| CITY SECRETARY'S USE ONLY | Reviewed by Finance | x Yes | <input type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | Reviewed by Legal | x Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Date: September 18, 2018 | | | |
| Department: Finance | | Initials | Date |
| Department Head: Pam Larison | Asst. City Manager | | |
| Dept. Signature: | City Manager | | 9-14-2018 |
| Agenda Item Coordinator/Contact (include phone #): Pam Larison 398-3461 x229 | | | |
| 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 OTHER | | | |
| CAPTION | | | |
| Discussion and/or Action to approve Resolution 2018-16 authorizing the Bank OZK to accept Steven Lewis as a designated signatory for the City of Lockhart; and removing Vance Rodgers and Bennie Hilburn from the Corporate Authorization Resolution; to be effective on October 8, 2018. | | | |
| FINANCIAL SUMMARY | | | |
| x N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS |
| Budget | | | \$0.00 |
| Budget Amendment Amount | | | \$0.00 |
| Encumbered/Expended Amount | | | \$0.00 |
| This Item | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): | | | |
| SUMMARY OF ITEM | | | |
| The "Entity Authorization" is required by the bank depository, Bank OZK for new accounts and any changes during the depository agreement. | | | |
| STAFF RECOMMENDATION | | | |
| Staff recommends City Council approve the resolution. | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies: | |
| Resolution 2018-16 | | | |

RESOLUTION 2018-16

ENTITY AUTHORIZATION

ENTITY CERTIFICATIONS, I, STEVEN LEWIS (Authorization Signer's name), certify that: I am a/the CITY MANAGER

CITY OF LOCKHART (Authorization Signer's title designated to act on behalf of)

(Authorizing Entity). Authorizing Entity is a MUNICIPALITY

(type of entity, like a "non-profit" corporation) and its Taxpayer Identification Number 74-6001634

I am authorized and directed to execute an original or a copy of this Authorization to Financial Institution, and anyone else requiring a copy. Authorizing Entity is duly organized, validly existing and in good standing under the laws of TEXAS and is duly qualified, validly existing and in good standing in all jurisdictions where Authorizing Entity operates or owns or leases property. Authorizing Entity has the power and authority to provide this Authorization, to confer the powers granted in this Authorization and to carry on Authorizing Entity's business and activities as now conducted. The designated Agents have the power and authority to exercise the actions specified in this Authorization and Authorizing Entity properly adopted these authorizations and appointed the Agents and me to act on its behalf. Authorizing Entity will notify Financial Institution before reorganizing, merging, consolidating, recapitalizing, dissolving or otherwise materially changing ownership, management or organizational form. Authorizing Entity will be fully liable for failing to notify Financial Institution of these material changes.

Authorizing Entity conducts business and other activities under the additional trade name or fictitious name of _____ and Authorizing Entity has the legal power and authority to use this trade name or fictitious name. Authorizing Entity will not use any trade name or fictitious name without Financial Institution's prior written consent and will preserve Authorizing Entity's existing name, trade names, fictitious names and franchises.

GENERAL AUTHORIZATIONS. I certify Authorizing Entity authorizes and agrees that: BANK OZK (Financial Institution) is designated to provide Authorizing Entity the financial accommodations indicated in this Authorization, subject to the Financial Institution's rules and regulations from time to time. All prior transactions obligating Authorizing Entity to Financial Institution by or on behalf of Authorizing Entity are ratified by execution of this Authorization. Any Agent, while acting on behalf of Authorizing Entity, is authorized, subject to any expressed restrictions, to make all other arrangements with Financial Institution which are necessary for the effective exercise of the powers indicated within this Authorization. The signatures of the Agents are conclusive evidence of their authority to act on behalf of Authorizing Entity. Unless otherwise agreed to in writing, this Authorization replaces any earlier related Authorization and will remain effective until Financial Institution receives and records an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of this Authorization must be accompanied by documentation, satisfactory to Financial Institution, establishing the authority for the change. Authorizing Entity agrees not to combine proceeds from collateral securing any debts owed to Financial Institution with unrelated funds.

SPECIFIC AUTHORIZATIONS. The following persons (Agents) are authorized to act on behalf of Authorizing Entity in fulfilling the purposes of this Authorization:

| | Individual's Name, Title, & if applicable, | Signature or Facsimile Signature |
|-----|---|----------------------------------|
| (a) | <u>STEVEN LEWIS, CITY MANAGER</u> | |
| (b) | <u>LEW WHITE, MAYOR</u> | |
| (c) | <u>CONNIE CONSTANCIO, CITY SECRETARY</u> | |
| (d) | <u>JULIE BOWERMON, EXECUTIVE ADMIN ASST</u> | |
| (e) | | |
| (f) | | |

Authorizing Entity has adopted any facsimile signatures indicated above. Financial Institution may rely on those facsimile signatures that resemble the specimens within this Authorization or the specimens that Authorizing Entity periodically files with Financial Institution, regardless of by whom or by what means the signatures were affixed.

Authorizing Entity authorizes and directs the designated Agents to act, as indicated, on Authorizing Entity's behalf to: (indicate a, b, c, d, e and/or f to exercise each specific power):

- a,b,c,d,e Open or close any share or deposit accounts in Authorizing Entity's name, including, without limitation, accounts such as share draft, checking, savings, certificates of deposit or term share accounts, escrow, demand deposit, reserve, and overdraft line-of-credit accounts. Number of signatures required 2.
- a,b,c,d,e Enter into and execute any preauthorized electronic transfer agreements for automatic withdrawals, deposits or transfers initiated through an electronic ATM or point-of-sale terminal, telephone, computer or magnetic tape using an access device like an ATM or debit card, a code or other similar means. Number of signatures required 2.
- a,b,c,d,e Enter into and execute commercial wire transfer agreements that authorize transfers by telephone or other communication systems through the network chosen by Financial Institution. Number of signatures required 2.
- a,b,c,d,e Endorse for cash, deposit, negotiation, collection or discount by Financial Institution any and all deposit checks, drafts, certificates of deposit and other instruments and orders for the payment of money owned or held by Trust. Number of signatures required 2.
- a,b,c,d,e Sign checks or orders for the payment of money, withdraw or transfer funds on deposit with you. Number of signatures required 2.
- a,b,c,d,e Enter into and execute a written night depository agreement, a lock-box agreement or a safe deposit box lease agreement. Number of signatures required 2.
- a,b,c,d,e Borrow money or obtain other credit or financial accommodation from Financial Institution on behalf of and in the name of Authorizing Entity on the terms agreed to with Financial Institution. The designated Agents may execute and endorse

AUTHORIZATIONS FOR ENTITIES NOT FOR CONSUMER PURPOSES

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promissory notes, acceptances or other evidences of indebtedness. If checked, the maximum outstanding credit limit for all available credit and financial accommodation to Authorizing Entity from Financial Institution must not exceed \$ _____ . Number of signatures required 2 .

a,b,c,d,e

Grant a security interest, lien or other encumbrance to Financial Institution in any or all real or personal property that Authorizing Entity now owns or may acquire in the future for the payment or performance of:

Specific Debts. The debts, liabilities and obligations, and their renewals, extensions, refinancing and modifications, evidenced by (describe): _____

All Debts. All debts, liabilities and obligations of every type and description owed now or in the future by Authorizing Entity to Financial Institution.

a,b,c,d,e

Number of signatures required 2 .

Receive and acknowledge receipt for funds, whether payable to the order of Authorizing Entity or an Agent, without additional certification as to the use of the proceeds. Number of signatures required 2 .

Guaranty the payment and performance of debts, liabilities and obligations owed to Financial Institution or its successors and assigns by _____ (Borrower)

Specific Debts. The debts, liabilities and obligations, and their renewals, extensions, refinancing and modifications, evidenced by (describe): _____

All Debts. All debts, liabilities and obligations, and their renewals, extensions, refinancing and modifications, that Borrower owes now or in the future to Financial Institution, to the extent allowed by law.

a,b,c,d,e

Number of signatures required 2 .

The designated Agents may also grant a security interest, lien or other encumbrance to Financial Institution in any or all real or personal property that Authorizing Entity now owns or may acquire in the future for the payment or performance of this guaranty. Number of signatures required 2 .

a,b,c,d,e

Periodically amend, restructure, renew, extend, modify, substitute or terminate any agreements or arrangements with Financial Institution that relate to this Authorization. Number of signatures required 2 .

a,b,c,d,e

Execute other agreements that Financial Institution may require, and perform or cause to be performed any further action necessary to carry out the purposes of this Authorization. Number of signatures required 2 .

a,b,c,d,e

Other (specify) _____
Number of signatures required 2 .

INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Authorization.

SIGNATURES. By signing, I certify and agree to the terms contained in this Authorization on behalf of Authorizing Entity on 10/08/2018 . I also acknowledge receipt of a copy of this Authorization.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

AUTHORIZATION'S SIGNERS:

By: _____
Name

By: _____
Attest: Name

| | |
|---|---|
| FOR FINANCIAL INSTITUTION USE ONLY | |
| Acct/Loan # _____ | Authorization and agreement completed and effective _____ |
| By _____ | _____ for the Financial Institution. |

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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 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: September 18, 2018 | | | | |
| Department: Finance | | | Initials | Date |
| Department Head: Pam Larison | | Asst. City Manager | | |
| Dept. Signature: <i>[Signature]</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 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 to accept Resolution 2018-17 Amending TexPool Authorized Representatives, effective 10/8/18. | | | | |
| 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 | | | | |
| TexPool requires a Council resolution to change personnel authorized to transact business with TexPool Participant Services. This resolution will delete retired City Manager Vance Rodgers and add current City Manager Steven D. Lewis as of October 8, 2018. All other representatives remain unchanged from the prior authorization. | | | | |
| STAFF RECOMMENDATION | | | | |
| Staff respectfully requests a motion and approval "to accept Resolution 2018-17 Amending Authorized Representatives". | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies: | |
| Resolution Amending Authorized Representatatives. | | | | |

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Resolution 2018-17

RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, City of Lockhart, Location #77223

(Participant Name & Location Number)

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

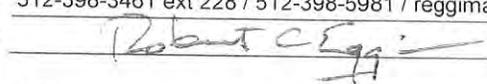
WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Name: Robert Eggimann Title: Staff Accountant
 Phone/Fax/Email: 512-398-3461 ext 228 / 512-398-5981 / reggimann@lockhart-tx.org
 Signature: 
2. Name: Steven Lewis Title: City Manager
 Phone/Fax/Email: 512-398-3461 / 512-398-5103 / slewis@lockhart-tx.org
 Signature: _____

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX - REP

TexPool Participant Services • Federated Investors Inc
1001 Texas Ave., Suite 1400 • Houston, TX 77002 • www.texpool.com • 1-866-839-7665

3. Name: Pam Larison Title: Controller
Phone/Fax/Email: 512-398-3461 ext 229 / 512-398-5981 / plarison@lockhart-tx.org
Signature: _____

4. Name: _____ Title: _____
Phone/Fax/Email: _____
Signature: _____

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name Robert Eggimann _____

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

5. Name: Connie Constancio Title: City Secretary
Phone/Fax/Email: 512-398-3461 ext 235 / 512-398-5103 / cconstancio@lockhart-tx.org

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 20th day March, 20__.

Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

NAME OF PARTICIPANT: City of Lockhart _____

SIGNED: _____
Signature
Lew White
Printed Name
Mayor
Title

ATTEST: _____
Signature
Connie Constancio
Printed Name
City Secretary / Administrative Services Manager
Title

This document supersedes all prior Authorized Representative designations.

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TexPool Participant Services • Federated Investors Inc
1001 Texas Ave., Suite 1400 • Houston, TX 77002 • www.texpool.com • 1-866-839-7665

TEX – REP



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 Date: September 18, 2018 | | | | |
| Department: City Manager | | Initials | Date | |
| Department Head: Vance Rodgers | Asst. City Manager | | | |
| Dept. Signature: <i>[Signature]</i> | City Manager | <i>[Signature]</i> | <i>9-11-18</i> | |
| Agenda Item Coordinator/Contact (include phone #): Vance Rodgers | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER | | | | |
| CAPTION | | | | |
| Discussion and/or action to consider approval of a proposal by 4J Security Services, to provide unarmed, uniformed, state licensed security officer services at the City of Lockhart Dr. Eugene Clark Library at a cost of \$17.90 per hour and authorizing the City Manager to finalize the contract with review by the City Attorney and for the Mayor to sign the contract for the services. | | | | |
| 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 checked="" type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS | TOTALS |
| Budget | | | | \$0.00 |
| Budget Amendment Amount | | | | \$0.00 |
| Encumbered/Expended Amount | | | | \$0.00 |
| This Item | | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): | | | | |
| SUMMARY OF ITEM | | | | |
| On August 21, 2018 Council considered this item to award the contract to Texas Regional Protective Services. While working to finalize the contract, Texas Regional Protective Services elected to withdraw their proposal due to insurance requirements. | | | | |
| When request for proposals were sought in compliance with state law, 4 proposals were received. Texas Regional Protective Services was the lowest proposal. After evaluating the remaining proposals, although Vets Securing America is the next lowest proposal, they do charge overtime/holiday rates and have been unable to be reached by phone since 9/7/18. The next lowest proposal is 4J Security Services. 4J Security Services has been providing temporary security guard services to the Library since August 2018. Reference checks have been performed and show a history of satisfied customers. 4J Security Services is highly recommended by the Library's former security guard provider and Library staff has been pleased with their performance during the past month of their temporary security services. The company will provide general liability and workers' compensation insurance naming the City as an additional insured. The contract allows for termination if services are not satisfactory to the City. | | | | |
| STAFF RECOMMENDATION | | | | |
| Staff recommends approval of the proposal as presented by 4J Security Services, to provide unarmed, uniformed, state licensed security officer services at the City of Lockhart Dr. Eugene Clark Library at a cost of \$17.90 per hour and authorizing the Mayor to sign a finalized contract for the services. | | | | |
| List of Supporting Documents: Agenda History, Advertisement, Proposal Information, Cost Information | Other Departments, Boards, Commissions or Agencies: | | | |

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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 Date: August 21, 2018 | | | | |
| Department: Library | | | Initials | Date |
| Department Head: Bertha Martinez | | Asst. City Manager | | |
| Dept. Signature: | | City Manager | | |
| Agenda Item Coordinator/Contact (include phone #): Vance Rodgers | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER | | | | |
| CAPTION | | | | |
| Discussion and/or action to consider approval of a proposal by Texas regional Protective Services to provide unarmed, uniformed, state licensed security officer services at the City of Lockhart Dr. Eugene Clark Library at a cost of \$17.00 per hour and authorizing the City Manager to finalize the contract with review by the City Attorney and for the Mayor to sign the contract for the services. | | | | |
| 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 checked="" type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS | TOTALS |
| Budget | | | | \$0.00 |
| Budget Amendment Amount | | | | \$0.00 |
| Encumbered/Expended Amount | | | | \$0.00 |
| This Item | | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): | | | | |
| SUMMARY OF ITEM | | | | |
| <p>With the completion of the Library renovations, staff has been faced with the challenge of monitoring a multi-level library facility. Over the years, situations have escalated in the library to the point that staff needs additional eyes monitoring the facility to ensure a safe and secure environment for patrons including children, teenagers, and adults. Security Services at the Library have been in place since March 2017. When LISD is in session, the security guard is present in the library in the afternoons and all day on Saturdays. On days that LISD is not in session, for example Spring and Summer Break, the guard is present for a majority of the hours that the library is opened. Security services at the library have been provided by Pro Gate Security LLC since March 2017. Pro Gate has elected to end the service as of August 2018. Security Services has agreed to provide temporary services at the library to fill the gap between the Pro Gate Security contract ending and the selection of a new provider.</p> <p>Request for proposals were sought in compliance with state law. 4 proposals were received. Texas Regional Protective Services was the lowest proposal and is a local company. Reference checks have been performed and show a history of satisfied customers. The company will provide general liability and workers' compensation insurance naming the City as an additional insured. The contract allows for termination if services are not satisfactory to City.</p> | | | | |
| STAFF RECOMMENDATION | | | | |
| Staff recommends approval of the proposal as presented by Texas Regional Protective Services to provide unarmed, uniformed, state licensed security officer services at the City of Lockhart Dr. Eugene Clark Library at a cost of \$17.00 per hour and authorizing the Mayor to sign a finalized contract for the services. | | | | |
| List of Supporting Documents: Advertisement, Proposal Information, Cost Information | | | Other Departments, Boards, Commissions or Agencies: | |

Bid Opening Results - August 9, 2018
Project: Security Officer Services for City of Lockhart Dr. Eugene Clark Library

| Company | Address | Number | Contact | Per Hour | Overtime /Holiday | Workers' Comp/General Liability proof provided | DPS License |
|---|---|--------------------------------------|-------------------------|----------------|-------------------|--|-----------------------|
| Vets Securing America | 1125 W. 190th Street, Los Angeles, CA 90248 | 800-441-1808 | Gerald Gregory | \$17.44 | \$24.42 | Yes | Yes C15768 |
| International Security Agency | 5405 N Winona Dr, Pharr, TX PO Box 536, Graham, TX | 956-609-2105 | Jerry Brumley Jeremy | \$19.00 | | Yes | Yes C15914 |
| 4J Security Services | 76450 | 940-456-1183 | Louder | \$17.90 | | Yes | Yes B0522 0801 |
| Texas Regional Protective Services | 1055 Spoke Hollow Rd, Lockhart, TX 78644 | 512-587-8945 512-909-1400 | William Ward | \$17.00 | | no workers' comp | Yes C12197 |

*Julie Bowman
91118*

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4J Security Services
PO BOX 536
Graham, Tx 76450
940.456.1183

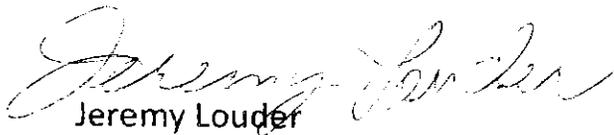
To Whom It May Concern,

It is with great pleasure that 4J Security Services submits our proposal for security services to the City of Lockhart. We have enjoyed working with Julie Bowerman and TJ thus far and hope that this may be the continuation of a positive relationship.

At 4J Security Services we pride ourselves on providing the highest quality of professional private security at a competitive rate. Being based out of a small town we believe that we are a perfect fit for this long term relationship because our strengths and aspirations are well suited for a small community like Lockhart.

We are extremely interested in the opportunity to have a long term relationship with Lockhart and hope that you consider 4J Security Services as a strong candidate.

Sincerely,



Jeremy Louder

Owner & Managing Partner

City Of Lockhart

August 7, 2018

4J Security Services
PSB LIC B05220801

PO BOX 536
Graham, Tx 76450
940.456.1183
www.4jsecurity.com

To:
City Of Lockhart
Attn: Security Services
PO Box 239
Lockhart, Tx 78644

Ship to (if different address):
City Of Lockhart
Attn: Security Services
PO Box 239
Lockhart, Tx 78644

Job Description

Lockhart Library
217 S. Main
Lockhart, Tx

MWF 2pm-6:30pm Lockhart ISD in session
MWF 10am-6:30pm Lockhart ISD NOT in session
TH 2pm-8:30pm Lockhart ISD in session
TH 10am-8:30pm Lockhart ISD NOT in session
SAT 9am-3:30pm
SUN CLOSED

Itemized Estimate

Unarmed Guard \$ 17.90 hr

Total Estimated Job Cost N/A

This is an estimate only; not a contract for services. This estimate is for completing the job as described above.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
DFA INSURANCE
746 W Jefferson Blvd
Dallas, TX 75208

CONTACT NAME:
PHONE (A/C, No. Ext): (214)646-3347 **FAX (A/C, No): (214)943-6531**
E-MAIL ADDRESS: dfainsure@gmail.com

INSURED
4J SECURITY SERVICES
P.O. BOX 536
GRAHAM, TX 76450
TX 76450

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|--|--|--------|
| INSURER A: Mesa Underwriters Specialty Ins. Co. | | 36838 |
| INSURER B: Nautilus Insurance Co | | 17370 |
| INSURER C: Progressive Insurance Co | | 29203 |
| INSURER D: Texas Mutual Insurance Co. | | 22945 |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|---|--------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | Y | MP0042007001686 | 7/23/2018 | 7/30/2019 | EACH OCCURRENCE | \$ 1,000,000 |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) | | | | | | \$ 100,000 | |
| C | <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY | X | Y | 06634366-0 | 3/20/2018 | 3/20/2019 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per person) | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB | X | Y | AN055301 | 7/30/2018 | 7/30/2019 | EACH OCCURRENCE | \$ 2,000,000 |
| | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE | \$ 2,000,000 |
| D | <input checked="" type="checkbox"/> RETENTION \$ 5,000 | N/A | Y | 0002011988 | 3/20/2018 | 3/20/2019 | <input checked="" type="checkbox"/> PER STATUTE | <input type="checkbox"/> OTHER |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | Y/N <input checked="" type="checkbox"/> Y | E.L. EACH ACCIDENT |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Lockhart is named as Additional Insured.

CERTIFICATE HOLDER
City of Lockhart
308 West San Antonio Street
Lockhart, Tx 78644

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Laura Vitale

|||

References

Osburn Contractors – John Jackson (Project Manager) – 972-205-9086

Pro Gate Security LLC - Michael Henry (Owner) – 512-788-0418

RHI Tech Services – Jan Rittenhouse (Owner) – 432-703-0126

Top Gear Auto Sales – Frank Froese (Owner) – 817-897-1616

4J Security Services Company Contact List

Jeremy Louder

Owner

O 940.456.1183

C 254.258.2573

Jordan Louder

Executive Assistant

O 940.456.1183

C 940.445.1622

4J Security Services Reference Check:

Osburn Contractors, John Jackson

(972) 205-9086

8/1/18 @ 10:42am, left voice message for Mr. Jackson, did not receive a call back

8/3/18 @ 3:56pm, no answer

RHI Tech Services, Robert Sanders

(432) 703-0126

8/1/18 @ 10:44am, spoke with Mr. Sanders. Confirms 4J Security provides security guards for RHI. He would recommend them. He stated they do their job and the employees are polite and courteous, he sees them at oil sites.

Pro Gate Security, Mike Henry

(512) 788-0418

Mike Henry's company has provided security guards to the City since March 6, 2017. He will not be renewing his security license and is ending his security services contract with the City on August 10, 2018. Mr. Henry suggested using 4J Security Services to "fill the gap" between security providers while the City accepts proposals.

8/3/18 @ 3:57pm, spoke with Mr. Henry he doesn't work directly with 4J but both companies employee some of the same people. Mr. Henry's "qualified manager" is also employed with 4J as their "qualified manager." Mr. Henry stated, from listening to the employees it sounds like the company has it together, it's a good company, good people.

Top Gear Auto Sales, Frank Forese

(817) 897-1616

9/11/18 @ 11:33am, left voice message for Mr. Forese.

9/11/18 @ 11:56am, spoke with Mr. Forese. Confirms he knows the Louders, owners of 4J Security. Mr. Forese explained that 4J hasn't provided security guards to his business but has provided suggestions on security improvement for his business. Mr. Forese also discussed that he has other business ventures with the Louders and is pleased with the relationship. They are good, honesty people that stick to their word and provide good services. He has known the Louders for approximately 5 years

Reference Checks performed by: Julie Bowermon

Julie Bowermon
9.11.18

REQUEST FOR PROPOSALS

The City of Lockhart, Texas seeks proposals until 11am, August 9, 2018, from qualified licensed professional firms to perform unarmed, uniformed, state licensed security officer services at the City of Lockhart Dr. Eugene Clark Library, 217 S. Main, Lockhart, Texas.

Interested qualified service providers that specialize in this type of service may request a scope of services by contacting Julie Bowermon at (512) 398-3461 during normal business hours or online at www.lockhart-tx.org. Proposals marked externally "Security Services" may be mailed to City of Lockhart P.O. Box 239, Lockhart, Tx 78644 or delivered to 308 W. San Antonio Street. Proposals not received by the specified date and time will be rejected. Proposals must provide at least 5 current references. The City of Lockhart reserves the right to reject any or all proposals. Successful company must provide insurance coverage certificates for workers' comp and general liability naming City of Lockhart as additional insured.

SCOPE OF SERVICES

Unarmed, uniformed security guard at Lockhart Library, 217 S. Main,
Lockhart

Officer stationed in a highly visible location within the perimeter of Library

Officer reviews security camera surveillance, and performs periodic foot
patrols of the facility to promote safety, detect suspicious and abnormal
activity, corrects unruly behavior, and takes action as appropriate working
with Library Director, staff, and Lockhart Police

MWF 2pm-6:30pm on days Lockhart ISD is in session

MWF 10am-6:30pm on days Lockhart ISD NOT in session

TH 2pm-8:30pm on days Lockhart ISD is in session

TH 10am-8:30pm on days Lockhart ISD is NOT in session

Sat 9am-3:30pm

Sun - Closed, no guard

Estimated work hours:

September 2018

| | Mon | Tues | Wed | Thurs | Fri | Sat | |
|-----------|-----|------|-----|-------|-----|-----|------------|
| 9/1/18 | | | | | | 6.5 | |
| 9/3-9/8 | 0 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |
| 9/10-9/15 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |
| 9/17-9/22 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | 138 |
| 9/24-9/29 | 4.5 | 6.5 | 4.5 | 6.5 | 8.5 | 6.5 | |

October 2018

| | Mon | Tues | Wed | Thurs | Fri | Sat | |
|-------------|-----|------|-----|-------|-----|-----|--------------|
| 10/1-10/6 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |
| 10/8-10/13 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |
| 10/15-10/20 | 8.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | 151.5 |
| 10/22-10/27 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |
| 10/29-10/31 | 4.5 | 6.5 | 4.5 | | | | |

November 2018

| | Mon | Tues | Wed | Thurs | Fri | Sat | |
|-------------|-----|------|-----|-------|-----|-----|--------------|
| 11/1-11/3 | | | | 6.5 | 4.5 | 6.5 | |
| 11/5-11/10 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |
| 11/12-11/17 | 0 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | 139.5 |
| 11/19-11/24 | 8.5 | 10.5 | 8.5 | 0 | 0 | 6.5 | |
| 11/26-11/30 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | | |

December 2018

| | Mon | Tues | Wed | Thurs | Fri | Sat | |
|-------------|-----|------|-----|-------|-----|-----|------------|
| 12/1 | | | | | | 6.5 | |
| 12/3-12/8 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |
| 12/10-12/15 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | 156 |
| 12/17-12/22 | 4.5 | 6.5 | 4.5 | 10.5 | 8.5 | 6.5 | |
| 12/24-12/29 | 0 | 0 | 8.5 | 10.5 | 8.5 | 6.5 | |
| 12/31 | 8.5 | | | | | | |

January 2019

| | Mon | Tues | Wed | Thurs | Fri | Sat | |
|-----------|-----|------|-----|-------|-----|-----|------------|
| 1/1-1/5 | 0 | 10.5 | 8.5 | 10.5 | 8.5 | 6.5 | |
| 1/7-1/12 | 8.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |
| 1/14-1/19 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | 165 |
| 1/21-1/26 | 0 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |
| 1/28-1/31 | 4.5 | 6.5 | 4.5 | 6.5 | | | |

February 2019

| | Mon | Tues | Wed | Thurs | Fri | Sat | |
|-----------|-----|------|-----|-------|-----|-----|--------------|
| 2/1-2/2 | | | | | 4.5 | 6.5 | |
| 2/4-2/9 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |
| 2/11-2/16 | 4.5 | 6.5 | 4.5 | 6.5 | 8.5 | 6.5 | 131.5 |
| 2/18-2/23 | 0 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |
| 2/25-2/28 | 4.5 | 6.5 | 4.5 | 6.5 | | | |

March 2019

| | Mon | Tues | Wed | Thurs | Fri | Sat | |
|-----------|-----|------|-----|-------|-----|-----|------------|
| 3/1-3/2 | | | | | 4.5 | 6.5 | |
| 3/4-3/9 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |
| 3/11-3/16 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | 163 |
| 3/18-3/23 | 8.5 | 10.5 | 8.5 | 10.5 | 8.5 | 6.5 | |
| 3/25-3/30 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |

April 2019

| | Mon | Tues | Wed | Thurs | Fri | Sat | |
|-----------|-----|------|-----|-------|-----|-----|--------------|
| 4/1-4/6 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |
| 4/8-4/13 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |
| 4/15-4/20 | 4.5 | 6.5 | 4.5 | 6.5 | 0 | 6.5 | 138.5 |
| 4/22-4/27 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |
| 4/29-4/30 | 4.5 | 6.5 | | | | | |

May 2019

| | Mon | Tues | Wed | Thurs | Fri | Sat | |
|-----------|-----|------|-----|-------|-----|-----|------------|
| 5/1-5/4 | | | 4.5 | 6.5 | 4.5 | 6.5 | |
| 5/6-5/11 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |
| 5/13-5/18 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | 163 |
| 5/20-5/25 | 4.5 | 6.5 | 4.5 | 6.5 | 8.5 | 6.5 | |
| 5/27-5/31 | 0 | 10.5 | 8.5 | 10.5 | 8.5 | | |

June 2019

| | Mon | Tues | Wed | Thurs | Fri | Sat | |
|-----------|-----|------|-----|-------|-----|-----|--------------|
| 6/1 | | | | | | 6.5 | |
| 6/3-6/8 | 8.5 | 10.5 | 8.5 | 10.5 | 8.5 | 6.5 | |
| 6/10-6/15 | 8.5 | 10.5 | 8.5 | 10.5 | 8.5 | 6.5 | 218.5 |
| 6/17-6/22 | 8.5 | 10.5 | 8.5 | 10.5 | 8.5 | 6.5 | |
| 6/24-6/29 | 8.5 | 10.5 | 8.5 | 10.5 | 8.5 | 6.5 | |

July 2019

| | Mon | Tues | Wed | Thurs | Fri | Sat | |
|-----------|-----|------|-----|-------|-----|-----|------------|
| 7/1-7/6 | 8.5 | 10.5 | 8.5 | 0 | 8.5 | 6.5 | |
| 7/8-7/13 | 8.5 | 10.5 | 8.5 | 10.5 | 8.5 | 6.5 | |
| 7/15-7/20 | 8.5 | 10.5 | 8.5 | 10.5 | 8.5 | 6.5 | 229 |
| 7/22-7/27 | 8.5 | 10.5 | 8.5 | 10.5 | 8.5 | 6.5 | |
| 7/29-7/31 | 8.5 | 10.5 | 8.5 | | | | |

August 2019 Estimated - LISD calendar not yet adopted

| | Mon | Tues | Wed | Thurs | Fri | Sat | |
|-----------|-----|------|-----|-------|-----|-----|--------------|
| 8/1-8/3 | | | | 10.5 | 8.5 | 6.5 | |
| 8/5-8/10 | 8.5 | 10.5 | 8.5 | 10.5 | 8.5 | 6.5 | |
| 8/12-8/17 | 8.5 | 10.5 | 8.5 | 10.5 | 8.5 | 6.5 | 197.5 |
| 8/19-8/24 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |
| 8/26-8/31 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |

September 2019 Estimated - LISD calendar not yet adopted

| | Mon | Tues | Wed | Thurs | Fri | Sat | |
|-----------|-----|------|-----|-------|-----|-----|------------|
| 9/2-9/7 | 0 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |
| 9/9-9/14 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |
| 9/16-9/21 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | 132 |
| 9/23-9/28 | 4.5 | 6.5 | 4.5 | 6.5 | 4.5 | 6.5 | |
| 9/30 | 4.5 | | | | | | |

FY 18-19 EST TOTAL 2123

STATE OF TEXAS)
)
COUNTY OF CALDWELL) CITY OF LOCKHART

SECURITY GUARD SERVICES AGREEMENT

This agreement will begin on _____, 2018, by and between the City of Lockhart, Texas (the City) and **4J Security Services** (the Contractor), licensed by the Texas Department of Public Safety pursuant to Texas Occupations Code, Secs. 1702 et. seq., to provide security services for the City’s Dr. Eugene Clark Library (the Library), 217 South Main Street, Lockhart, Texas, including library buildings, surrounding library grounds, and adjacent parking areas. **References** to the LISD refer to the Lockhart Independent School District.

1. Contractor Services: The Contractor will perform the following services for the City at the Library:

1.1 The Contractor will provide unarmed, uniformed, state licensed security guards according to the following schedule:

MWF: 2 p.m. – 6:30 p.m. on days when the LISD is in session.

MWF: 10 a.m. – 6:30 p.m. on days when the LISD is not in session.

TH: 2 p.m. – 8:30 p.m. on days when the LISD is in session.

TH: 10 a.m. – 8:30 p.m. on days when the LISD is not in session.

SAT: 9 a.m. – 3:30 p.m.

SUN: No security guard—Library is closed.

The above schedule may be amended upon mutual agreement between the City and the Contractor.

The City will provide the Contractor with the LISD session schedules as they are made available by the LISD. If the Contractor is unsure if the LISD is in or not in session on a particular date, the Contractor will contact the LISD and the Library to determine the hours when security services are to be provided.

1.2 The Contractor will:

(a) Abide by the Texas Department of Public Safety licensing requirements.

(b) Follow the City’s and the Library’s rules, guidelines, and procedures, where these are provided.

(c) Periodically conduct checks of adjacent parking areas and library grounds, as well as of locations within library buildings.

(d) Respond to calls for assistance by City staff, Library staff and the public, and provide assistance if incidents occur in the Library, surrounding grounds, and adjacent parking areas.

(e) Conduct physical searches of property (e.g.: bags, purses, coats, backpacks, briefcases, etc.) as necessary in order to maintain the safety of library staff, the public, and the security guard.

(f) Carry portable radios supplied by the City to keep in communication with Library staff, and immediately report any malfunctioning radio.

(g) Maintain a log of incidents, immediately report **incidents** involving assaultive behavior or other criminal activity to Library staff and/or the **Lockhart Police Department**, and provide copies of incident reports to the Library and/or the **City**.

(h) Maintain order in the Library buildings, **surrounding library grounds, and adjacent parking areas**, and secure and protect Library property.

(i) Notify the Library staff of **any hazards** or unsafe conditions.

(j) Perform other reasonable security **guard duties that** are requested by the Library.

1.3 The Contractor is **responsible for the direct supervision** of all **security guard** personnel.

1.4 The Contractor warrants **that the Contractor is certified**, approved and/or licensed by all Federal, State and/or local **agencies** or departments **that have jurisdiction** to regulate all activity performed by the Contractor. Contractor **will abide by** all rules, **guidelines** and procedures set forth by such agencies or departments. Proof of such **certification, approval or licensure** will be provided to the City within five (5) days of **execution** of this **agreement**. **The Contractor warrants** he/she will maintain and renew the certification, **approval and/or licensure, and will** immediately contact the City and the Library if the Contractor is no **longer certified, approved and/or licensed**. Loss or termination of such certification, **approval and/or licensure** will **immediately terminate** this agreement.

1.5 The Contractor will not **assign any** employee/agent to the Library who has been convicted of any felony or has been convicted of a misdemeanor involving moral turpitude. The Contractor will ensure, to the extent allowed by law, that the Contractor has conducted criminal background checks on all employees/agents assigned to the Library, and that nothing revealed by the background checks creates a reasonable doubt about the use of the employees/agents as security guards at the Library. The Contractor acknowledges that young children and adolescents frequent the Library and must have a safe environment.

1.6 The Contractor will be fully responsible for payment of any and all taxes and insurance, including, but not limited to income taxes and payroll taxes (such as FICA and Unemployment Insurance, etc.) and will make such statutory filings as may be required by law.

1.7 The Contractor will ensure that each of its security guards will become familiar with the Library and Library personnel on or before the first day that a security guard begins security services at the Library.

1.8 The Contractor will obtain Workers' Compensation insurance coverage for its employees, and have a liability insurance policy listing the City as a named insured, with coverage in the amounts of \$50,000 for property damage, and \$500,000 per person/ \$1,000,000 per occurrence for personal injury, including death. Proof of such coverage is required prior to commencing any work hereunder.

1.9 Security guards will wear a uniform provided by the Contractor. Uniforms will have a professional appearance and be worn clean and wrinkle-free. Uniforms will **display** proper security identification such as security logo and/badge or name tag, and must be approved **by the** Texas Security Bureau.

1.10 The Contractor will provide the Library with a **list of** names of **personnel** assigned to the Library. If there is a change in staffing and new personnel **are assigned**, the Contractor will notify the Library and provide the names of the new employees prior to **starting** their assignments.

1.11 The City and the Library reserve the right, at either's sole **discretion** and for any **reasonable** ground, to require the Contractor to remove any **security** guard and **provide** a suitable replacement.

2. Compensation and Invoices: The City will pay the Contractor **\$17.90** per hour, per security guard, for security guard services at the Library. The Contractor will **submit claims** or invoices, bearing Contractor's letterhead, no later than **five (5) days** from the **last day of the month** for which payment is requested. The invoice will provide the **number of hours worked per day**, per security officer, and will be signed and dated by authorized personnel. The Contractor will **maintain** an on-site time sheet with a copy of such accompanying each invoice.

3. Records:

3.1 The Contractor will **maintain and make available** for inspection, audit or reproduction, by an authorized representative of City, documents and other **evidence** pertaining to the cost and expenses for this agreement (the Records).

3.2 The Contractor will **maintain financial** and supporting documents, statistical records and any other records pertinent to the **services for** which a claim or expense report has been submitted. The records and documents must be kept for a **minimum of three years** after the end of the contract period. If any litigation, claim or audit involving these records commences before the three year period expires, the Contractor must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved.

4. Payment by the City: Each invoice submitted by the Contractor per paragraph 2 of this agreement will be paid within 30 days of receipt by the City. If a conflict arises regarding a billing amount, the City will pay all uncontested amounts and will give written notice of the conflict to the Contractor within three

business days of the City's discover of the conflict. The parties will work in good faith to resolve a conflict about a billing amount.

5. Term, Termination and Notice:

5.1 Term: This agreement will be effective on the date noted above and will continue through **September 30, 2019**. This agreement may be renewed for one year periods, at the **\$17.90** hourly fee charge, upon mutual written agreement of the parties prior to the expiration of the initial or any subsequent term, if funding is appropriated within the budget by the City Council for the service to continue.

5.2 Termination: Either party may terminate this agreement giving **thirty (30)** days written notice to the other party. The City may immediately terminate this agreement without notice in the event that the Contractor materially breaches a provision of this agreement. **Contractor** will cease to incur costs associated with this agreement upon termination or receipt of **written notice to terminate**, whichever occurs first.

5.3 Notice: Notices required by this agreement, or **by** state or federal law, will **be** mailed by certified mail, return receipt, or by facsimile, to:

For the City and the Library:

City Manager
City of Lockhart
308 West San Antonio Street
Lockhart, Texas 78644
Facsimile: 512-398-5103

Director of Library Services
Dr. Eugene Clark Library
217 South Main Street
Lockhart, Texas 78644
Facsimile: 512-398-8316

For the Contractor:

Mr. Jeremy Louder
4J Security Services
P.O. Box 536
Graham, Texas 76450
Facsimile: _____

6. Independent Contractor: Nothing contained herein will be construed as creating the relationship of employer and employee between the City/Library and the Contractor. The Contractor will be deemed at all times to be an independent contractor.

7. Assignment: The Contractor will not sell, assign, transfer or convey this agreement, in whole or in part, without the prior written consent of City.

8. Venue: This agreement will be governed and construed according to the laws of the state of Texas. This agreement is performable in the City of Lockhart, Texas.

9. Indemnification: The Contractor will defend, indemnify and hold harmless City, the Library, and their officers, agents, employees and servants from all claims or causes of action of any kind for injury or damage of any kind to any person or property brought by or on behalf of any person due to or related to the negligence or intentional act or omission of the Contractor, its agents, employees, or servants. The Contractor will pay any and all damages assessed against the City and/or the Library, its officers, agents employees, and servants arising out of such negligence or intentional acts.

10. Entire Agreement: This document expresses the entire agreement between the parties and will not be amended or modified except by written instrument signed by the parties.

11. Enforcement: In the event that any portion of this agreement will be found to be invalid or unenforceable, the remaining terms and conditions will be severed and will remain in full force and effect.

12. Conflict Resolution: If a conflict arises pursuant to this agreement or any part thereof, the parties agree to act in good faith to resolve the conflict. If resolution is not reached within 30 days of notice by one party to the other of the conflict, the parties agree to enter into mediation by an independent mediator before filing a law suit, unless suit must be filed to protect a claim because of a statute of limitation.

13. Non-Discrimination and Equal Opportunity: The Contractor certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.

Executed on the dates noted below:

CITY OF LOCKHART, TEXAS

Lew White, Mayor

Date: _____

Attest:

Connie Constancio, TRMC, City Secretary

4J SECURITY SERVICES

Jeremy Louder, Managing Member

Date: _____



**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

| | | | | |
|--|--|--------------------|---|--|
| CITY SECRETARY'S USE ONLY <input checked="" 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: September 18, 2018 | | | | |
| Department: Police | | | Initials | Date |
| Department Head: Ernest Pedraza | | Asst. City Manager | | |
| Dept. Signature: <i>[Signature]</i> | | City Manager | | <i>[Signature]</i> <i>9-14-2018</i> |
| Agenda Item Coordinator/Contact (include phone #): Connie Constancio, 398-3461 ext. 235 | | | | |
| 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 to consider approval of cellphone forensic extraction device and related training in the amount of \$18,204.00 from Cellebrite, Inc. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED NON-BUDGETED | | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS | TOTALS |
| Budget | | | | \$0.00 |
| Budget Amendment Amount | | | | \$0.00 |
| Encumbered/Expended Amount | | | | \$0.00 |
| This Item | | \$18,284.00 | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): | | | | |
| SUMMARY OF ITEM | | | | |
| <p>Investigations must move fast to find evidence with numerous data sources impacting each investigation, complicated encryption and the growing shift to cloud-based apps and storage, there's no time for device backlogs, uncooperative service providers or long, manual reviews of disparate data. Lockhart Police investigators need extraction, decoding, and analysis capabilities that deliver the whole picture in great detail.</p> <p>Cellebrite lab solution series delivers digital intelligence by uncovering the most data from the widest variety of devices, applications, social media and cloud-based sources. Investigators are also able to share unified data between integrated tools, examine data more easily and quickly, and eliminate the need to correlate and merge different data formats. Investigators can then collaborate on and analyze the information they need to solve cases faster.</p> | | | | |
| STAFF RECOMMENDATION | | | | |
| Approve purchase of Cellebrite equipment and training | | | | |
| List of Supporting Documents: Quote from Cellebrite, Inc. Informational flyer about device and related training. | | | Other Departments, Boards, Commissions or Agencies: | |

Cellebrite Inc.

7 Campus Drive
 Suite 210
 Parsippany New Jersey 07054
 United States



Digital intelligence
 for a safer world

Tel. +1 201 848 8552
 Fax. +1 201 848 9982
 Tax ID#: 22-3770059
 DUNS: 033095568
 CAGE: 4C9Q7
 Company Website: <http://www.cellebrite.com>

Quote

Quote# Q-53509-1
Date: Sep 13, 2018

Bill To
 Lockhart Police Department
 , Texas
 United States
Contact: Jesse Bell
Phone: 5123984401

Ship To
 Lockhart Police Department

Contact: Jesse Bell
Phone: 5123984401

| Customer ID | Good Through | Payment Terms | Currency | Sales Rep |
|-------------|--------------|---------------|----------|-------------|
| SF-00132586 | Oct 13, 2018 | Net 30 | USD | John Keenan |

| Product Code | Product Name | Qty | Start Date | End Date | Serial Number | Net Price/Unit | Net Price | Sales Tax % |
|-------------------------------|-------------------------------|-----|------------|----------|---------------|----------------|---------------|-------------|
| F-UFD-03-002 | UFED Touch2,Ultimate,Standard | 1 | | | | USD 10,499.00 | USD 10,499.00 | 0.00 |
| UFED Touch2,Ultimate,Standard | | | | | | | | |
| B-TRN-02-033 | ILT 5 days CCO+CCPA | 2 | | | | USD 3,850.00 | USD 7,700.00 | 0.00 |
| ILT 5 days CCO+CCPA | | | | | | | | |

| | |
|---------------------|----------------------|
| SubTotal | USD 18,199.00 |
| Shipping & Handling | USD 85.00 |
| Sales Tax (0.00%) | USD 0.00 |
| Total | USD 18,284.00 |

Comments:

For further information please email John Keenan at john.keenan@cellebrite.com or call 973.206.7631

Terms and conditions:

- Payment terms: Net 30; 1.5% per month interest on late payment
- Shipping: FCA, Parsippany, NJ, USA : Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.

Cellebrite has two different terms of sale.

Any purchase of unlocking services are governed by

<http://legal.cellebrite.com/CB-us-us/index.html>.

Any purchase of UFED Premium are governed by

<http://legal.cellebrite.com/home/usa-ufed-use-agreement-01292018.pdf>.

Any other purchases of products or services, including training, are governed by

<http://legal.cellebrite.com/us/index.html>.

In addition to these terms, software is licensed by Cellebrite in accordance with an end user license agreement available at

<http://legal.cellebrite.com/End-User-License-Agreement.htm>.

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not

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refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality



Access real-time data for
real-time actions.

UFED InField

Digital evidence is now linked to virtually every investigation. Consequently, forensic resources are stretched beyond their limits, creating case backlogs and putting investigations at risk. More than ever, teams must work together to gather evidence and act quickly.

UFED InField is a platform-agnostic software solution that extends simple extraction capabilities to frontline teams. By empowering authorized users to quickly extract and analyze digital evidence with a forensically sound process, field personnel get the actionable information they need when minutes matter most.

Whether deployed in-car on a rugged device or at a police station, border checkpoint or airport, this intuitive solution requires minimal training and captures only the most relevant information while maintaining data integrity. UFED InField also helps reduce case backlogs in the lab and improve workflows for those who need real-time data to inform their next steps and solve cases more quickly.

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Cellebrite

Digital intelligence
for a safer world

Key benefits

Get faster access to critical data

Logical and physical extractions

Field personnel and investigators can extract specific data from the widest variety of devices, SIM cards or USBs in minutes. Automatic device detection makes it easy to find the right workflow by device type. Extract passwords, disable or bypass user locks and decode data from more than 1,500 mobile applications in minutes.

Selective extraction

Speed up extraction times, better focus your efforts and see only what's necessary to inform next steps. Users can quickly identify and set parameters around the data required, such as timeframe, person and media type, making extraction times faster and analysis simpler.

Increase digital consent

Encourage consent while lessening privacy concerns. The quick copy function allows victims and witnesses to share only the data that's relevant to the case and nothing more. Investigators get the information they need to act quickly and decisively, while leaving all other information private.

Real time data extraction and analysis for field teams

Deliver forensically sound evidence

Built on the proven and trusted UFED platform, this powerful, all-in-one software solution has been specially designed for field teams, providing quick and simple access to the widest variety of devices. Permission-based, intuitive workflows prevent errors or contamination of evidence, while secure access ensures forensically sound extractions.

Maintain comprehensive control

Manage from a single point of control and simplify ongoing system maintenance by remotely publishing software updates, configuration modifications and user permission profiles. Streamline workflows and ongoing system maintenance, effectively reducing operating costs. Get full visibility into user activity, statistics and devices processed to track progress and ensure evidence is protected.

Platforms

- For in-car or in-field use
 - Touch2
 - Touch2 Ruggedized
 - Ruggedized Laptop
- For single purpose, specific location use
 - Kiosk

Specifications

| | |
|--------------------|---|
| PC | Windows compatible PC with Intel i5 core or compatible processor running at 2.3 GHz or higher |
| Operating System | Windows 7 (64-bit version), Windows 8, Windows 10 |
| Memory (RAM) | 8 GB (minimum requirement) or 16 GB (recommended) |
| Space Requirements | 250 GB of free disk space (minimum requirement) for installation and storage |

Wired Connectivity Version and license updates via the network or locally. Extraction file and report can be saved to a DVD/Blu-ray/USB memory/network drive.

Digital intelligence for a safer world

Digital data plays an increasingly important role in investigations and operations of all kinds. Making data accessible, collaborative and actionable is what Cellebrite does best. As the global leader in digital intelligence, and with more than 60,000 licenses deployed in 150 countries, we provide law enforcement, military and intelligence, and enterprise customers with the most complete, industry-proven range of solutions for digital forensics and digital analytics solutions in the field, in the lab and everywhere in

between. By enabling access, sharing and analysis of digital data from mobile devices, social media, cloud, computer and other sources, Cellebrite products, solutions, services and training help customers build the strongest cases quickly, even in the most complex situations. As a result, Cellebrite is the preferred one-stop shop for digital intelligence solutions that make a safer world more possible every day.

To learn more, visit www.cellebrite.com



Cellebrite

Digital intelligence
for a safer world

Cellebrite Certified Operator + Cellebrite Certified Physical Analyst

Date: 12 - 16 Nov 2018 Days: Mon-Fri Hours: 8:00 AM - 4:00 PM

Course type: Instructor Led

Region: North America

Location: Houston, TX, United States

Capacity: Open

Enroll by: 12 Nov 2018

Log in to see the options to register for this course. If you do not already have an account, create your FREE account. Creating an account does not obligate you to enroll or pay for classes.

Course price:

3850 USD

[Log in](#) [Create Account](#)

About this course

DESCRIPTION

The Cellebrite Certified Mobile Examiners Course is designed for the intermediate and advanced investigator / digital forensic examiner. This 5-day course combines the curriculum from the Cellebrite Certified Operator (CCO) and the Cellebrite Certified Physical Analyst (CCPA) Courses providing the participant with an intense exposure to Cellebrite UFED, Physical Analyzer Software and all of the core competencies associated with the examination of mobile devices using Cellebrite's Tools and methodology. During the course, written exams and practical skill assessments will be administered. After successfully passing these exams, students earn the Cellebrite Certified Operator (CCO) and the Cellebrite Certified Physical Analyst (CCPA) certification credentials. Successful class completion results in a certificate of completion and demonstration of mastery of these concepts is one of the prerequisites for students desiring to take the Cellebrite Certified Mobile Examiner (CCME) certification examination. Students considering the CCME Certification are required to complete the Cellebrite Mobile Forensic Fundamentals (CMFF) course, Cellebrite Certified Operator (CCO) course and the Cellebrite Certified Physical Analyst (CCPA) course.

LEARNING OBJECTIVES

Cellebrite Certified Operator

Upon successful completion of this class, the student will be able to:

- Install and configure UFED Touch, UFED Touch 2 or UFED 4PC and Physical Analyzer software.
- Exhibit how to open extractions using Physical Analyzer.

- Summarize how to conduct basic searches using Cellebrite Physical Analyzer.
- Outline how to create reports using Cellebrite Physical Analyzer.
- Demonstrate proficiency of the above learning objectives by passing a knowledge test and practical skills assessment with a score of 80% or better.
- Explain the best practices for the on-scene identification, collection, packaging, transporting, examination and storage of digital evidence data and devices.
- Display best practice when conducting cell phone extractions.
- Identify functions used within UFED Touch, UFED Touch 2 or UFED 4PC to perform supported data extractions.

Cellebrite Certified Physical Analyst

Upon successful completion of this class, the student will be able to:

- Conduct advanced mobile device forensic analysis using the UFED Physical Analyzer software.
- Recall techniques used for authentication and validation of data parsed and collected as evidence.
- Identify functions within Physical Analyzer software which allow examination of various types of data.
- Recognize Physical Analyzer's capabilities to generate custom reports in an organized manner.
- Demonstrate proficiency of the above learning objectives by passing a knowledge test and practical skills assessment with a score of 80% or better.

Class details

Training Venue Address

Houston Forensic Science Center, 1301 Fannin ST, Floor 21, Houston TX 77002
POC: Allison Sudik

Recommended Airport(s)

Houston George Bush Intercontinental Airport (IAH)

William P. Hobby Airport (HOU)

Recommended Hotel(s)

Embassy Suites Houston-Downtown (walking distance)

Residence Inn Houston Downtown (walking distance)

Holiday Inn Houston Downtown (walking distance)

CITY OF LOCKHART
 PROPOSED BUDGET WORKSHEET
 AS OF: SEPTEMBER 30TH, 2018

100-GENERAL FUND

| REVENUES | 2014-2015 ACTUAL | 2015-2016 ACTUAL | 2016-2017 ACTUAL | (----- 2017-2018 -----) | | | (----- 2018-2019 -----) | |
|--|---------------------|---------------------|---------------------|-------------------------|-----------------|-----------------------|-------------------------|--------------------|
| | | | | CURRENT BUDGET | Y-T-D ACTUAL | PROJECTED YEAR END | REQUESTED BUDGET | PROPOSED BUDGET |
| 100-4332 STEP LAW ENFORCE GRANT | 1,512 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 100-4340 LLEBG LAW ENFORCE GRANT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 100-4341 BULLET PROOF VEST GRANT | 0 | 3,876 | 0 | 0 | 1,475 | 0 | 0 | |
| 100-4345 FIRE DEPT EMERGENCY PROG | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 100-4350 CAPCOG GRANTS | 1,000 | 1,000 | 1,000 | 0 | 1,000 | 0 | 1,000 | |
| 100-4385 TX DIV OF EMERG MGT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 100-4389 TX DEPT OF HEALTH SVCS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 100-4390 OTH INTERGOVERNMENTAL REV | 1,806 | 1,712 | 250 | 0 | 1,000 | 0 | 0 | |
| 100-4391 OTHER GRANTS | 4,242 | 1,927 | 850 | 0 | 2,000 | 0 | 0 | |
| 100-4391-05 DONATIONS - SUMMER FAN PROG. | 400 | 550 | 1,200 | 0 | 450 | 0 | 0 | |
| TOTAL INTERGOVERNMENTAL | 168,674 | 184,346 | 174,920 | 211,850 | 264,970 | 0 | 245,137 | |

4310 LISD-CAMPUS OFFICER PROG PERMANENT NOTES:
 REIMBURSEMENT FROM LISD FOR 2 SCHOOL RESOURCE OFFICERS.

| FINES & FEES | | | | | | | | |
|--|---------|---------|---------|---------|---------|---|---------|--|
| 100-4400 EMS FEES & CHARGES | 10,893 | 7,471 | 0 | 0 | 0 | 0 | 0 | |
| 100-4420 MUNICIPAL COURT FINES | 182,452 | 177,000 | 160,783 | 165,800 | 224,141 | 0 | 207,920 | |
| 100-4422 MUNI COURT WARRANT FEES | 24,423 | 18,843 | 13,807 | 19,568 | 18,555 | 0 | 21,062 | |
| 100-4424 MUNI COURT TIME PAYMENT FEES | 3,089 | 2,977 | 2,705 | 2,903 | 4,555 | 0 | 3,868 | |
| 100-4430 LAW ENFORCE SECURITY SVC FEES | 123,229 | 87,450 | 5,398 | 20,000 | 30,280 | 0 | 20,000 | |
| 100-4440 PARK & REC FACILITY FEES | 6,728 | 8,925 | 8,065 | 5,415 | 5,370 | 0 | 7,051 | |
| 100-4442 POOL ADMISSIONS | 9,411 | 10,692 | 10,361 | 10,052 | 8,604 | 0 | 10,052 | |
| 100-4444 POOL CONCESSIONS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 100-4450 LIBRARY SERVICES & FEES | 12,740 | 13,909 | 14,273 | 13,998 | 12,309 | 0 | 12,081 | |
| 100-4452 LIBRARY RENTAL FEES | 0 | 400 | 0 | 0 | 0 | 0 | 0 | |
| 100-4455 POLE RENTAL FEES | 9,659 | 9,809 | 17,240 | 9,809 | 10,729 | 0 | 9,809 | |
| 100-4460 TECH CENTER FEES & CHARGES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 100-4470 ANIMAL ADOPTION FEES | 9,066 | 6,600 | 4,588 | 6,722 | 5,210 | 0 | 5,679 | |
| 100-4472 ANIMAL LICENSE FEES | 5,439 | 5,949 | 8,390 | 6,552 | 8,941 | 0 | 5,498 | |
| 100-4480 CEMETERY LOT SALES | 8,500 | 9,450 | 11,100 | 10,183 | 11,200 | 0 | 9,438 | |
| 100-4481 NSF CHECK FEES | 2,460 | 4,775 | 3,570 | 3,447 | 3,000 | 0 | 3,249 | |
| 100-4482 CREDIT CARD FEES FR CUST | 2,423 | 2,309 | 2,385 | 2,366 | 3,668 | 0 | 2,311 | |
| 100-4483 INTERNMENT FEES | 1,600 | 2,300 | 6,400 | 4,183 | 1,300 | 0 | 2,850 | |
| 100-4499 OTHER FEES | 4,772 | 1,475 | 1,879 | 2,166 | 2,704 | 0 | 2,384 | |
| TOTAL FINES & FEES | 416,884 | 370,334 | 270,942 | 283,164 | 350,565 | 0 | 323,252 | |

4420 MUNICIPAL COURT FINES CURRENT YEAR NOTES:
 Warrent Officer in place, more patrol officers on streets,
 and revenues are up.

| LEASES & RENTS | | | | | | | | |
|-----------------------|-------|-------|-------|-------|-------|---|-------|--|
| 100-4601 LEASE INCOME | 2,000 | 2,000 | 2,200 | 2,011 | 2,200 | 0 | 2,011 | |
| 100-4602 RENTAL FEES | 100 | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTAL LEASES & RENTS | 2,100 | 2,000 | 2,200 | 2,011 | 2,200 | 0 | 2,011 | |

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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: September 18, 2018 | | | | |
| Department: City Manager | | | Initials | Date |
| Department Head: Vance Rodgers | | Asst. City Manager | | |
| Dept. Signature: <i>Vance Rodgers</i> | | City Manager | | <i>[Signature]</i> 9-12-2018 |
| Agenda Item Coordinator/Contact (include phone #): Vance Rodgers | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" 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 to consider in interest of a public purpose an Assignment of Lease with minor adjustments to the existing lease from Stanley B. Martin to Martin & Martin Aviation, LLC, comprised of members John Cyrier, Ken (Reine) Smith, and Keith Uhls, and appointing the Mayor to sign the lease if approved | | | | |
| 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 | | | | |
| Mr. Stanley B. Martin has been the Fixed Base Operator (FBO) for many years at the Lockhart Municipal Airport. Mr. Martin desires to assign his ground lease to Martin & Martin Aviation, LLC, comprised of members John Cyrier, Ken Smith, and Keith Uhls. Biographical information about these individuals and their relevant aircraft experience is provided in the Council packet. The current lease expires on October 31, 2020. Martin & Martin Aviation, LLC has requested and the City Manager agrees to three minor changes in the current lease: 1- Up to a 10 year lease extension option at the end of the current lease, 2- that the provision requiring 2.5% of fuel sale be paid to the City annually be removed (\$1,500 annually), and 3- that the FBO does not have to be open on Sundays. | | | | |
| STAFF RECOMMENDATION | | | | |
| City Manager respectfully requests approval of the Assignment of Lease with amendments | | | | |
| List of Supporting Documents: Letter from Mr. Stanley B. Martin, Martin & Martin Aviation, LLC members bio, Old Assignment of Lease, Assignment of Lease, Lease | | | Other Departments, Boards, Commissions or Agencies: | |

TO WHOM IT MAY CONCERN

Due to some health issues:

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

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

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

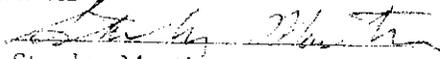
Their names are : John Cyrier ; Ken Smith ; Keith Uhls

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

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

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

THANKS


Stanley Martin

Vance Rodgers

From: John Cyrier <jcyrier@sabrecommercial.com>
Sent: Tuesday, May 15, 2018 10:32 PM
To: Vance Rodgers
Cc: Sean Kelley; Keithuhs@gmail.com; ken@kensmobilemechanics.com
Subject: RE: FBO New Partners Info 5-8-2018

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

Vance,

The notes look fine and understand on the mowing part around the leased property. We will also work on having an agreement with Stanley Martin on the transfer. Basically saying that we will have a transfer of Martin and Martin if we, the new owners, are approved by the city council.

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

I was born and raised in Lockhart, Texas. I started working as a linesman, fueling aircraft, and learning to fly at the Lockhart airport in 1983. I quickly learned that aviation was the career path that I wanted to take in life. I attended TSTI in Waco and obtained my Airframe and Powerplant licenses. I returned to Lockhart and started working in the current maintenance hangar in 1987. I obtained my pilot's license in 1988. I left Lockhart when I obtained a job with the airlines, where I worked for 20 years. I upgraded to flight engineer and flew international flights for another 5 years. During that time, I also spent 2 years working for the Army National Guard in Austin on military aircraft. In 1995 I started my personal part time business as a mobile mechanic, traveling to work on aircraft on many airport in the Central Texas area. In 2012, I was furloughed from the airlines, as my position became obsolete with the advancement of the aircraft that we fly. In 2013, I brought my business back to Lockhart, to the same hanger that I started my career. Many things have changed at the airport in the past 31 years and I would like to be a part of the continuing advancement of the airport in the future.

Keith Uhls
(512) 740-8457

My first flight to Lockhart was while I was learning to fly in 1982. I did one of my solo cross country flights to Lockhart that same summer. In 1998, I began renting a port a port hangar for my Citabria. In 2000, the City built and I started renting a city owned hangar. I lived in Lockhart for 5 years. I currently own one port a port hangar and own 3 aircraft. I am a Captain for Southwest Airlines and want to share my passion of aviation. Lockhart is a great community and has an airport with a ton of potential. I want to be a part of its growth in the future and this I feel is one of the best ways to do this.

John Cyrier
(512) 585-1359

I moved to Lockhart in 2000. One of the reasons why I bought my property here was the local airport. I knew I was going to get my license and I wanted an airport close by. I got my license in 2002 with Joe and Louanne Stenger. Since then, I have earned my instrument, multi-engine and float-plane rating. Currently I am working on my commercial rating. In 2010, I was appointed to the Caldwell County Commissioners Court then elected to Texas House of Representatives in 2015. In the Texas House, I am Chair of the General Aviation Caucus. I have served four years on the San Marcos Airport Commission. I am in a partnership with Ken and Keith on two private hangars and three aircraft

based at the Lockhart airport. My goal with the FBO is to expand the activity at the airport and bring value to the community as an asset.

Thanks again for the opportunity. Please let me know if you have any questions.
John

John Cyrier | LEED AP
D:512.767.7402 | M:512.585.1359 | E:jcyrier@sabrecommercial.com
Sabre Commercial, Inc.
2001 Chicon Street, Austin, TX 78722
sabrecommercial.com



From: Vance Rodgers [<mailto:vrodgers@lockhart-tx.org>]
Sent: Wednesday, May 09, 2018 7:59 AM
To: John Cyrier <jcyrier@sabrecommercial.com>
Cc: Sean Kelley <skelley@lockhart-tx.org>
Subject: RE: FBO New Partners Info 5-8-2018

JOHN:

Cheryl has always with a landscape mower kept the grounds in the leased area pristine.

Other areas are not mowed as often and a rotor-cycle unit is used under contract.

To identify the new proposed lease owners other than by name, [a brief aircraft related bio would be very helpful.](#)

Please see the above 4-1-2016 and 5-8-2018 discussion notes above and provide comments.

Thanks

vance

From: John Cyrier [<mailto:jcyrier@sabrecommercial.com>]
Sent: Tuesday, May 08, 2018 10:22 PM
To: Vance Rodgers
Subject: FBO New Partners Info 5-8-2018

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

Ken Smith (Manager)

✓

ASSIGNMENT OF LEASE

THIS AGREEMENT is made between **Stanley B. Martin**, an individual, ("Assignor") and **Martin & Martin Aviation, LLC**, a Texas limited liability company ("Assignee").

1. A Lease Agreement was executed on or about November 1, 1991, by and between The City of Lockhart, Texas, a municipal corporation existing by and under the authority of the laws of the State of Texas, as Landlord, and Stanley B. Martin (Assignor) and Palmer R. Martin (now deceased) as Tenant, under which the property described therein was leased to the Tenant for a term of twenty (20) years, beginning on November 1, 1991, a copy of which is attached as **Exhibit A**. On or about October 17, 2000, the parties executed an amendment to the Lease Agreement, a copy of which is attached as **Exhibit B**. Exhibits A and B are hereafter collectively referred to as the "Lease."

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

In consideration of Ten and No/100 Dollars (\$10.00), receipt of which is acknowledged by this agreement and the agreement of the Assignee set forth below, the Assignee assigns to the Assignor and the Assignee's heirs, assigns, executors, and administrators all right, title, and interest in and to the Lease. The Assignee accepts the assignment and agrees to fulfill all the terms and covenants required by the Assignor as the Tenant under the Lease, including making all payments due to or payable on behalf of the Landlord when due and payable.

This agreement binds and inures to the benefit of the parties, their heirs, executors, administrators, successors in interest, and assigns.

Dated: Sept 29, 2009.

Assignor:

Stanley B. Martin
Stanley B. Martin

Assignee:

Martin & Martin Aviation, LLC

By: Stanley B. Martin
Stanley B. Martin, Manager/Member

STATE OF TEXAS)
COUNTY OF CALDWELL)

ASSIGNMENT OF LEASE

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

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

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

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

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

Assignor:

Stanley B. Martin

Date

Assignee:

Martin & Martin Aviation, LLC.

John Cyrier, Member
1301 Westwood Road
Lockhart, Texas 78644

Date

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

Date

Ken Smith, Member
5407 Honey Dew Terrace
Austin, Texas 78749

Date

Consent of Landlord

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

City of Lockhart, Texas

By: _____
Lew White
Mayor

Attest:

Connie Constancio, TRMC
City Secretary

Consent of Landlord

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

City of Lockhart

By: 
Name: James A. Bertrom
Title: Mayor

EXHIBIT A

LEASE AGREEMENT

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

WITNESSETH:

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

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

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

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

ARTICLE I.

LEASED PREMISES

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

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

ARTICLE II.

BUILDINGS AND IMPROVEMENTS

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

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

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

ARTICLE III.TERM OF LEASE

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

ARTICLE IV.SERVICES TO BE PROVIDED BY LESSEE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V.

NON-DISCRIMINATION

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

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

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

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

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

ARTICLE VI.

RENTAL AND FUEL CHARGES

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

(a) Ground rent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII.

INSURANCE

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

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

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

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

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

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

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

ARTICLE VIII.

NON-EXCLUSIVITY

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

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

ARTICLE IX.FIXED BASE OPERATION

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

ARTICLE X.NON-ASSIGNMENT

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

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

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

ARTICLE XI.

INDEMNITY

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

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

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

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

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

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

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

ARTICLE XII.

GENERAL RIGHTS AND DUTIES OF PARTIES

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

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

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

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

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

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

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

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

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

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

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

(f) Lessor hereby designates the City Manager,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIII.

ABATEMENT DUE TO AIRPORT CLOSURE

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

ARTICLE XIV.

POLICE PROTECTION

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

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

ARTICLE XV.

RIGHT OF ENTRY BY LESSOR

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

ARTICLE XVI.

AERIAL APPROACHES

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

ARTICLE XVII.

NATIONAL EMERGENCY

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

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

ARTICLE XVIII.

LEASE SUBORDINATE

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

ARTICLE XIX.

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR:

CITY OF LOCKHART

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

ATTEST:

Gwen Barrett
GWEN BARRITT, CITY SECRETARY

LESSEE:

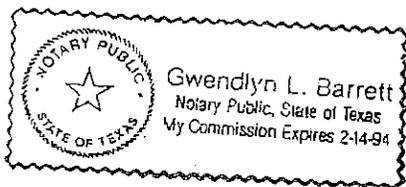
Stanley B. Martin
STANLEY MARTIN 1008 W. LIVE OAK

Palmer Martin
PALMER MARTIN

THE STATE OF TEXAS *
*
COUNTY OF CALDWELL *

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

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

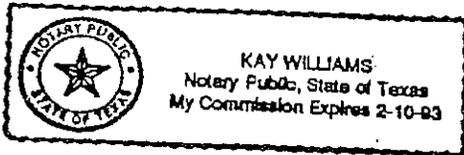


Gwendlyn L. Barrett
NOTARY PUBLIC - STATE OF TEXAS

THE STATE OF TEXAS *
*
COUNTY OF CALDWELL *

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

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

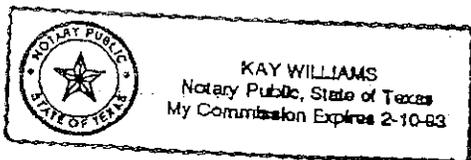


Kay Williams
NOTARY PUBLIC - STATE OF TEXAS

THE STATE OF TEXAS *
*
COUNTY OF CALDWELL *

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

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



Kay Williams
NOTARY PUBLIC - STATE OF TEXAS

EXHIBIT B

AMENDMENT TO AIRPORT LEASE

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

I.

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

II.

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

III.

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

IV.

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

V.

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

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

LESSOR:

CITY OF LOCKHART

BY: *Ray Sanders*
RAYMOND SANDERS, MAYOR

ATTEST:

Connie Ortiz
CITY SECRETARY

LESSEE:

Stanley Martin
STANLEY MARTIN

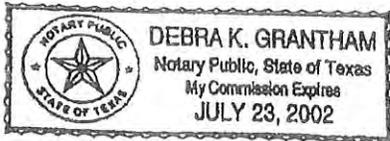
Palmer Martin
PALMER MARTIN

THE STATE OF TEXAS

COUNTY OF CALDWELL

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

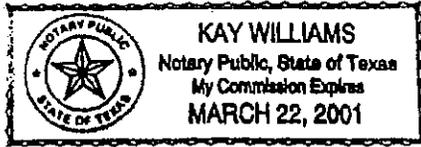
GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 12th day of January, 2000 2001



Debra K Grantham
NOTARY PUBLIC, STATE OF TEXAS

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

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



Kay Williams
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

State of Texas)
County of Caldwell)

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

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

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

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

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

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

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

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

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

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

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

THENCE South 01°24'45" West, at 86.24 feet passing the most southerly southeast corner of said Building "B" and continuing for a total distance 126.24 feet to the northeast corner of Building "A" as shown on the attached plat;

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

THENCE along the south line of said Building "A", North 88°26'10" West, a distance 120.53 feet to the southwest corner said Building "A";

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

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

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

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

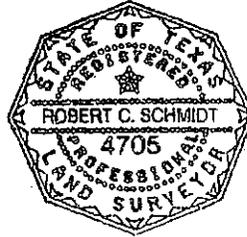
THENCE North 04°07'59" East, a distance of 117.50 feet to the POINT OF BEGINNING and containing 1.701 acres of land.

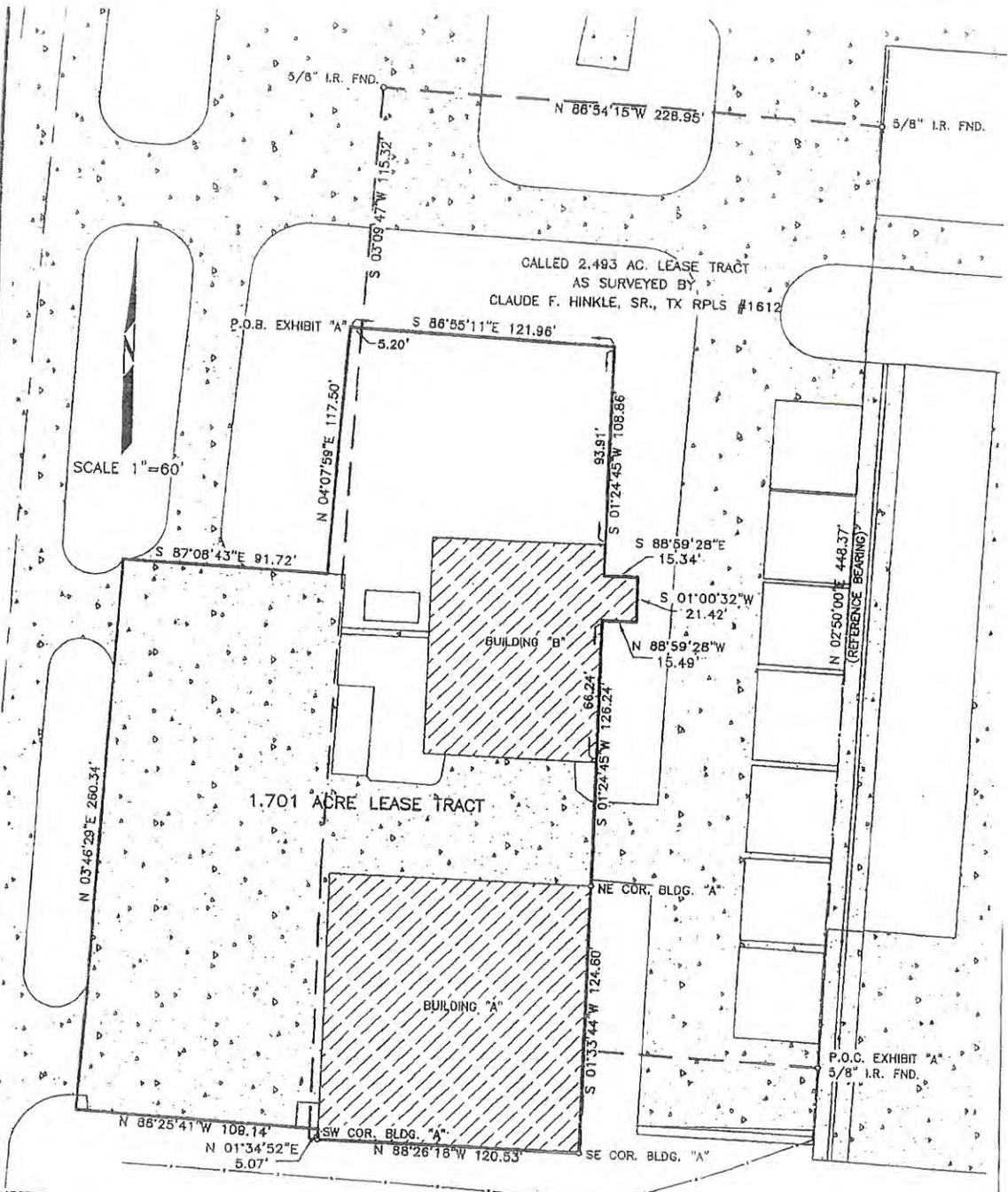
Notes:

1. Bearings are based on the east line of a called 2.493 acre lease tract as described by a survey performed by Claude F. Hinkle, Sr., TX RPLS #1612 and dated March 11, 1986.
2. This survey is valid only if it bears the seal and original signature of the surveyor.
4. See EXHIBIT "B" for Plat of the above description.

September 19, 2000

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





NOTES:

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

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

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



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

O'MALLEY ENGINEERS

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

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

180



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: September 18, 2018 | | | | | |
| Department: City Manager | | | Initials | Date | |
| Department Head: Vance Rodgers | | Asst. City Manager | | | |
| Dept. Signature: <i>Vance Rodgers</i> | | City Manager | | <i>VR</i> | 9-12-2018 |
| Agenda Item Coordinator/Contact (include phone #): Vance Rodgers | | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER | | | | | |
| CAPTION | | | | | |
| Discussion and/or action regarding consideration of approval in the interest of a public purpose of an Extension of Lease Agreement regarding a ground lease, a new structure lease and new rates with Mr. H. L. Baker at the Lockhart Municipal Airport, and appointing the Mayor to sign the agreement if approved. | | | | | |
| 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 | | | | | |
| Mr. Baker has a hanger at the Lockhart Municipal Airport. His ground lease expires on July 1, 2020. At that time the structure on the ground lease becomes the property of the City of Lockhart. Mr. Baker desires to extend the ground lease until July 1, 2025, for which the current rates apply. He realizes that he must start paying a structure lease fee of \$150.00 per month in addition to the annual ground lease (18 cents/sf) of \$576.00. The Extension of Lease Agreement contains all requirements that Mr. Baker must abide by as the Lessee. | | | | | |
| STAFF RECOMMENDATION | | | | | |
| City Manager requests approval of Extension of Lease Agreement as presented. | | | | | |
| List of Supporting Documents: Letter from Mr. Baker, Extension of Lease Agreement, Lease Agreement | | | Other Departments, Boards, Commissions or Agencies: | | |



EXTENSION OF LEASE AGREEMENT

THIS AGREEMENT is made between H. L. Baker, an individual, herein referred to as the Lessee and City of Lockhart, a Municipal Corporation, herein referred to as the Lessor.

1. An original lease was executed on or about July 1, 1995, with Lessee name change on June 9, 2001, by and between The City of Lockhart, Texas (Lessor), a municipal corporation existing by and under the authority of the laws of the State of Texas, and H. L. Baker, ("Lessee:), an individual, as Tenant, under which the property described therein was leased to the Tenant for the term in place of twenty (20) years until July, 1, 2020, a copy of which is attached as **Exhibit A**. Exhibit A is hereafter referred to as the "Lease".
2. The Lessee wishes to amend the current Lease to extend the Lease Agreement until July 1, 2025, and the Lessor agrees with the extension with the provision that the Lessee agrees by his signature affixed hereto that the Lease is hereby amended as follows: include a new expiration date of July 1, 2025, beginning July 2, 2020, the Lessor owns the structure on the referenced Lease property and the Lessee continues throughout the extended lease period to be responsible for all utility payments, maintenance of the Lease structure/grounds, and will provide property insurance certificate covering the value of the Lease structure property naming the Lessor as an additional insured, and Lessee agrees to pay Lessor a ground lease of 18 cents for 3,200 square feet or \$576.00 per year plus \$150.00 per month for the building lease for each year past the original July 1, 2020, Lease expiration date.
3. In consideration of a public purpose, the Lessor assigns this Lease Renewal to the Lessee and the Lessee's heirs, executors, and administrators all right, title, and interest in and to the Lease with all conditions as stated in 2 herein above. The Lessee accepts the assignment and agrees to fulfill all the terms and covenants required by the Lessor as the Tenant under the Lease, including making all payments due to or payable on behalf of the Landlord when due and payable.

This agreement binds and inures to the benefit of the parties, their heirs, executors, administrators, successors in interest, and assigns.

Lessee:

H. L. Baker
2504 Mitchell Lane
Austin, Texas 78748

Date

Consent of Landlord

The Landlord defined in the above Lease Renewal Agreement, consents to renewal of the Lease to H. L. Baker with all conditions as stated herein and waves no right under the Lease with respect to the Tenant or the Lessee, pursuant to the action of the Lockhart City Council Meeting held on September 18, 2018.

City of Lockhart

By: _____
Lew White
Mayor

Attest:

Connie Constancio, TRMC
City Secretary

**ASSUMPTION and RELEASE
of the July 1, 1995 Airport Ground Lease
City of Lockhart Airport**

Date of this Addendum: November 4, 2010

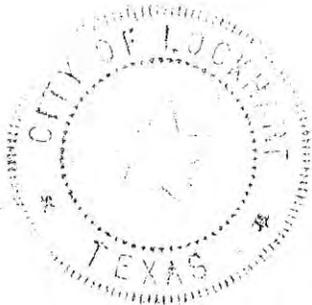
History

The original Ground Lease Lease (the "Lease") dated July 1, 1995, was made between the City of Lockhart, Texas (the "City") as lessor, and Mannan Thomason and Ulysses J. Backus as lessees, regarding the real property located at the City of Lockhart Airport and described in the Lease. The Lease was amended to remove Ulysses J. Backus as co-lessee and to add Donald E. Tillman as co-lessee on or about September 27, 1995. The Lease was again amended to remove Mannan Thomason as co-lessee and to add James M. Bruch as co-lessee on or about June 9, 2001. Donald E. Tillman and James M. Bruch (the "Lessees") now wish to be removed as lessees and to add H. L. Baker as sole lessee under the Lease.

NOW, THEREFORE, the City, the Lessees and H. L. Baker agree as follows:

1. The City, the Lessees and H. L. Baker enter into this Assumption and Release to provide for H. L. Baker to assume the Lease as sole lessee. The Lease is attached hereto as **Exhibit A**. From and after the effective date hereof, Donald E. Tillman and James M. Bruch are released from all obligations under the Lease.
2. By signing this Assumption and Release, Lessees consent to be released from the Lease.
3. By signing this Assumption and Release, H. L. Baker accepts the leased premises "as is and with all Faults" and consents to assume and be bound by all of the terms of the Lease as sole lessee. After the effective date hereof, H. L. Baker shall be bound to perform all of the Lessee's obligations under the lease.
4. H. L. Baker acknowledges that the leased premises, described in the Lease, shall be used only for those purposes permitted by the Lease, and he further acknowledges that the term of the Lease ends on July 1, 2020, except as otherwise provided in the Lease.
5. This Assumption and Release must be approved in accordance with Article Seven, page 10, and Article Sixteen (a), page 19, of the Lease, at a regularly scheduled meeting of the Lockhart City Council, as evidenced by the signature of the Lockhart Mayor on this instrument.
6. This addendum shall be attached to and incorporated for all purposes in the Lease.
7. This Lease is effective upon its execution by each and every party hereto.

IN WITNESS THEREOF, the parties have set their hands and signatures as set forth below.



CITY OF LOCKHART:

By: *Ray Sanders*
Ray Sanders, Mayor

ATTEST:

Connie Rodriguez
Connie Rodriguez, TRMC
City Secretary

APPROVED AS TO FORM:

Peter Gruning
Peter Gruning
City Attorney

H. L. Baker
H. L. Baker

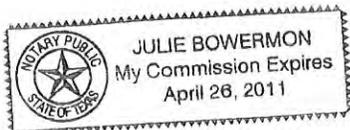
Donald E. Tillman
Donald E. Tillman

James M. Bruch
James M. Bruch

STATE OF TEXAS }
 }
COUNTY OF CALDWELL }

BEFORE ME, the undersigned authority, on this day personally appeared Ray Sanders, Mayor of the City of Lockhart, Texas, a Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 5th day of November, 2010.



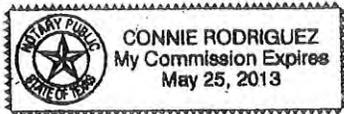
Julie Bowermon
NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS }

COUNTY OF CALDWELL }
}

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 9th day of November, 2010.

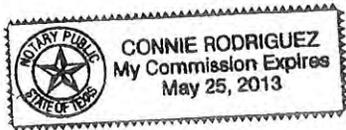


Connie Rodriguez
NOTARY PUBLIC – STATE OF TEXAS

STATE OF TEXAS }
} }
COUNTY OF CALDWELL }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 9th day of November, 2010.

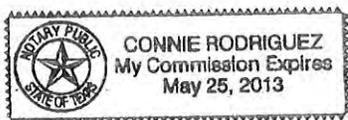


Connie Rodriguez
NOTARY PUBLIC – STATE OF TEXAS

STATE OF TEXAS }
} }
COUNTY OF CALDWELL }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 9th day of November, 2010.



Connie Rodriguez
NOTARY PUBLIC – STATE OF TEXAS

RECEIVED
CITY OF LOCKHART

MAR 19 2018

Mr. Vance Rogers
City Manager
Lockhart, Texas

RCVD. BY: _____
TIME RECVD: _____

MAR 19, 2018

Dear Mr. Rogers,

I am the lesee of land at the Lockhart Municipal Airport (45'X 80') that my hangar, #209, is situated on. This lease will expire on July 20, 2020 and the hangar becomes the property of the city of Lockhart. I respectfully request an extension of the lease for five years.

The reason for this request is as follows: There are several older aviators (over 65) who consider Hangar #209 home and they are nearing the end of long flying careers. Three keep airplanes in the hangar. All will terminate flying within the requested five year extension. The original termination date will create a hardship as they will still be flying but lose a meeting place and a home for their airplanes.

Your careful consideration of this request will be greatly appreciated.

Sincerely,

H. L. (Lew) Baker
H. L. Baker

512-282-1150

Exhibit A

Original
as/11/7/95 Addendum

GROUND LEASE AGREEMENT

This Ground Lease Agreement made and entered into this the 1st day of July, 1995, by and between the **CITY OF LOCKHART, TEXAS**, a Municipal Corporation existing by and under the authority of the laws of the State of Texas, hereinafter referred to as "Lessor", and **MANNAN THOMASON and ULYSSES J. BACKUS**, hereinafter known referred collectively to as "Lessee".

WITNESSETH:

WHEREAS, Lessor owns and operates, in the City of Lockhart, an Airport, and said Lessor is desirous of leasing to Lessee certain property hereinafter more fully described and located on said airport; and

WHEREAS, Lessee has indicated a willingness and ability to properly construct, keep, maintain and improve said property with standards approve by Lessor, and desires to lease said property from the City of Lockhart, Texas;

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

ARTICLE ONE

Leased Premises

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

See Exhibit "A" attached hereto and incorporated for all purposes by reference.

ARTICLE TWO

Buildings and Improvements

Lessee shall have the right to erect one (1) hangar upon the leased premises.

Lessee agrees to maintain in good condition, order and repair the structure and other improvements upon the demised premises.

Lessee agrees and understands the plans and specifications for any and all proposed improvements to the leasehold property shall receive the prior written approval of the Lessor, and shall conform to the City of Lockhart Airport Master Plan or as mutually agreed upon and with approval of Lessor, as well as meet all City of Lockhart Code requirements.

Lessor, acting through its building inspector and other inspectors shall have free access to the property covered hereby and to the improvements thereon for the purposes of determining that any construction conforms to the plans and specifications approved by Lessor, and to determine if the

building or the improvements are being maintained in accordance with the requirements of this Lease Agreement. It shall be Lessee's responsibility to take such actions as are necessary to insure that the construction of the hangar and any later required maintenance work is conducted without interference with other Lessees, the FAA, or any aviation activities which are the principal purpose of the airport. Any activity which interferes with or endangers aviation activity will be immediately discontinued when so mandated by the Lessor or the F.A.A.

ARTICLE THREE

Term of Lease

The term of this Lease shall be for a period of twenty-five (25) years, commencing on the date above first written, unless sooner terminated as hereinafter provided. This Lease shall be subject to review by the appropriate State Agency and the Federal Aviation Administration, as required, and acceptance by Lessor and Lessee of the terms of this Lease Agreement shall be provisional until such time as all appropriate agencies have approved this Agreement.

ARTICLE FOUR

Use of Property

Lessee agrees and understands that this Lease Agreement shall be for the limited purposes of the construction and use of a private hangar facility for placement of one or more general aviation aircraft. Lessee covenants and agrees that any hangar so constructed shall not be used for the

purpose of renting to the general public or other parties not subject to this Lease. It is intended by the parties and agreed to by Lessee that this Lease is for the limited purpose of the construction of a hangar for the placement of aircraft owned by Lessee or his invitees. So long as Lessee remains as the primary occupant of the hangar, the City will not object to allowing an invitee aircraft owner to share space for purposes of building or storing any aircraft or parts thereof and in Lessee charging a reasonable lease fee for that service, so long as that arrangement does not devolve into a sub-lease of the entire premises.

ARTICLE FIVE

Rental Charges

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

(a) Ground Rent

(1) Ground rent to be paid annually in the amount of \$0.03 per square foot per year on each square foot of land on the tract of land described in Exhibit "A" herein for a total annual rental of \$108.00, the first payment of which shall be due and payable contemporaneously with the signing of this Lease.

(2) The ground rent on the tract leased shall be subject to Article V, Section (b), "Adjustments to Rent."

(3) Should any governmental agency require for any reason any portion of the tract held by Lessee under this Lease, Lessee shall be entitled to reimbursement for the sums paid to Lessor for the area of property actually utilized by the governmental agency. Nothing herein shall entitle Lessee to reimbursement for any amount greater than the sum actually paid to Lessor on the property actually utilized by the governmental agency.

(b) Adjustments to Rent

As promptly as practicable after the end of the 5th year after the beginning date of this Lease and each 5th year thereafter, Lessor shall compute the percentage of change (increase or decrease), if any, in the cost of living during the time period between the beginning date of this Lease Agreement and the date of the 5th year anniversary and each 5th year anniversary thereafter during the term of this Lease, based upon the changes in the Consumer Price Index for Urban wage Earners and Clerical Workers - U.S. Average (1967=100) (hereinafter called "Consumer Price Index"), as determined by the United States Department of Labor, Bureau of Labor Statistics for "All Items". It is agreed that the Consumer Price Index Number at the commencement date of this lease is August 1, 1994 (herein called "Base Index Number"). If the Consumer Price Index Number for the month in which any such anniversary of the beginning date shall occur (each such number being herein called an "Anniversary Index Number") is higher or lower than the Base Index Number, then

such Anniversary Index Number shall be divided by the Base Index Number and from the quotient thereof shall be subtracted the integer one (1). The resulting number, multiplied by one hundred, shall be deemed to be the percentage of increase or decrease in the cost of living. Such percentage of change shall be multiplied by the Basic Rental, and the product thereof shall be added to, or subtracted from, the Basic Rental to determine the annual rental payable for the next five year period, commencing on the immediately preceding anniversary of the beginning date (such amount being herein sometimes called "Adjusted Basic Rental"). Such Adjusted Basic Rental shall be calculated in the above manner during the 5th year anniversary and each 5th year thereafter of the Lease Term. Lessor shall, within a reasonable time after obtaining the appropriate data necessary for computing any change in the he annual rent, give Lessee notice of any change so determined. Lessee shall notify Lessor of any claimed error therein within thirty (30) days after receipt of such notice. If publication of the Consumer Price Index shall be discontinued, the parties hereto shall thereafter accept comparable statistics on the cost of living for the City of San Antonio, Texas, as they shall be computed and published by an agency of the United States, or by a responsible financial periodical of recognized authority, then to be selected by the parties hereto. As an example, only, of the foregoing adjustment:

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

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

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

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

In the event of Lessee's failure to pay any installment of rental when due or any other fee when due, Lessor may declare the lease terminated, or may declare all unmatured rental due, and further will be entitled to judgment for court costs, reasonable attorneys' fees and interest on its unpaid rental and fees at the rate of TEN (10%) PERCENT per annum.

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

ARTICLE SIX

Insurance

Lessee shall maintain, at his own cost and expense fire insurance in an amount adequate to cover eighty percent (80%) of the cost of replacement of all fixtures in the demised premises in the event of fire, extended coverage, vandalism or malicious mischief and special extended coverage. Lessee agrees to carry Lessor as an additional insured party, and such insurance policy shall contain the endorsement that such insurance may not be canceled or amended with respect to Lessor, without thirty (30) days written notice by registered mail, to Lessor, by the insurance company; and that Lessee shall be solely responsible for the payment of premiums; and that Lessor shall not be required to pay any premiums for insurance; and in the event of payment of any loss covered by such policy, Lessor shall be paid first by the insurance company for its loss, and Lessee waives the right of subrogation against Lessor for any reason whatsoever. Any insurance policy herein required or procured by Lessee shall contain an express waiver of any right of subrogation by the insurance company against Lessor. The original policy of all such insurance shall be delivered by Lessee to Lessor, within ten (10) days of the inception of such policy by the insurance company. The minimum limits of any insurance coverage

required herein shall not limit Lessee's liability under the following paragraph.

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

If the leased premises should be totally destroyed by fire, tornado, or other casualty not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, or if it should be so damaged by such a cause that rebuilding or repairs cannot be reasonably be completed within one hundred twenty (120) working days, this Lease shall terminate, and rent shall be abated for the unexpired portion of this Lease, effective as of the date of written notification provided for hereinabove.

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

Monies received from insurance proceeds due to damage proceeds will be applied toward rebuilding improvements upon the premises. If the improvements cannot be rebuilt as above specified insurance proceeds shall be split between Lessee and Lessor upon a pro rata basis mutually agreed upon by the parties.

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

ARTICLE SEVEN

Non-Assignment

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

Should a lending institution require first lien on Lessee's leasehold interest and require collateral assignment of said lease to the financial institution, Lessor agrees that this will not violative of the Lease Agreement. Any assignment, hypothecation, or pledge shall not be effective without the prior written consent of the City of Lockhart and such consent shall not be unreasonably withheld. Prior to such assignment, sublease, hypothecation or pledge of this lease as provided for in this paragraph, Lessee shall provide Lessor's City Manager with a copy of

said assignment, sublease, hypothecation or pledge and of any and all agreements collateral thereto. In the event that the City of Lockhart approves the proposed assignment, sublease, hypothecation or pledge a copy thereof shall be filed with the City Secretary of the City of Lockhart. It is specifically understood and agreed by the parties that any assignment of this lease or hypothecation thereof shall not create any type of lien upon the realty or create any further obligation upon Lessor as a result of such assignment or hypothecation thereof.

ARTICLE EIGHT

Indemnity

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

1-4-10:
COUNCIL TOWNSHIP
OFFICE OF CLERICAL
WORK &
REGISTRATION

(b) ~~Lessee~~ ^{LESSOR} shall not be responsible or liable at any time for any loss or damage to Lessee's equipment, fixtures, machinery, airplane or airplane parts or any other personal property of Lessee; and

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

(d) Lessor shall not be responsible or liable for any defect, latent or otherwise, on any building in the airport area, or of any of the equipment, machinery, utilities, appliances or apparatus therein or thereupon, nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Lessee, or any other person caused by or resulting from any bursting, breakage, or by or from leakage, steam, snow or ice, running, backing up, seepage or the overflow of water or sewage in any part of said premises, or for any injury or damage caused by or resulting from any defects or negligence in the occupancy, construction, operation or use of any said buildings, equipment, machinery, utilities, appliances or apparatus by any person or by or from the acts of negligence of any occupant of the premises; and,

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

ARTICLE EIGHT

General Construction Standards

In addition to all code requirements of the City of Lockhart and any other legal entity or sub-entity, the

following shall be the minimum construction standards for the construction of the hangar to be placed on property listed in Exhibit "A" and incorporated by reference:

(1) Hangar shall be of all metal materials to include all supports and exterior siding.

(2) Exterior metal siding shall be of minimum 29 gauge white painted and finished.

(3) All construction shall be on pier and beam with footings appropriate to support the structure. Interior flooring of the hangar so constructed shall be of a slab of sufficient depth (minimum of five inches thick) with steel and wire support to adequately hold the weight of an aircraft.

(4) All utilities, to include electrical service shall be brought underground to the structure at the sole expense of Lessee. The City of Lockhart hereby grants an easement for that purpose to Lessee.

(5) Foundation shall be with concrete footings under all uprights or columns.

(6) Hangar shall be of a gable or arched style of a design approved by the City.

ARTICLE NINE

General Rights and Duties of Parties

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

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

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

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

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

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

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

(iv) No equity or other type of loan which results in additional lien or liens on existing improvements

shall be allowed without the expressed written consent of Lessor.

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

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

(f) Notice to Lessor as herein provided shall be sufficient if sent by registered mail, postage prepaid, to the City Manager, of the City of Lockhart, at 308 West San Antonio Street, Lockhart, Texas, and notice to Lessee in the same manner, shall likewise be sufficient if addressed to Lessee at 1131 Plum Street, Lockhart, Texas 78644, or such other addresses as may be designated by Lessor or Lessee in writing from time to time.

(g) Lessee shall keep the premises, as described hereinabove, clean and all grass areas within the leased premises properly mowed. He shall dispose of all debris and other waste matter which may accumulate on the leased premises at Lessee's expense, and shall provide metal containers with proper covers for waste within the building to be erected on said premises. Should Lessee fail to mow

grassy areas, or dispose of waste, trash or junked vehicles, Lessor shall have the right to do so, and Lessee shall be billed for this work. Lessee shall forthwith remit payment to Lessor, should this occur.

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

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

(j) Lessee agrees and covenants that in the event that any proceedings in bankruptcy or in solvency shall be instituted against Lessee, whether voluntary or involuntary, Lessor may, at its option, declare this lease forfeited and terminated, and upon such declaration Lessee

agrees to give and deliver immediate possession of the premises to Lessor.

(k) Lessee shall have the right of ingress to and egress from the demised premises, which right shall extend to Lessee's passengers, guests and invitees.

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

ARTICLE TEN

Abatement Due To Airport Closure

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

ARTICLE ELEVEN

Police Protection

Lessor does not guarantee police protection to Lessee and his property, and Lessor shall not be responsible for injury or harm to any person or for any property belonging to Lessee, his officers, agents, servants, employees, contractors, licensees or invitees which may be stolen, destroyed or in anyway damaged, and Lessee hereby indemnifies and holds harmless Lessor, its officers, agents,

servants, and employees from and against any and all such claims.

ARTICLE TWELVE

Right of Entry By Lessor

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

ARTICLE THIRTEEN

Aerial Approaches

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

ARTICLE FOURTEEN

National Emergency

During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use; and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

ARTICLE FIFTEEN

Lease Subordinate

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

ARTICLE SIXTEEN

General Provisions

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

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

(c) For the purpose of this Agreement, the singular number shall include the plural, and masculine shall include the feminine and vice versa, whenever the context so admits.

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

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

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

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

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

(i) The Lessee and its successor and assigns will complete a Federal Aviation Administration (FAA) Form 7460-1, "Notice of Proposed Construction of Alteration", and receive a favorable determination from FAA prior to any construction on the property, if deemed necessary by the FAA.

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

- (1) Lessee fails to pay any installment of rent under this lease and the failure continues for a period of thirty (30) days.
- (2) Lessee fails to comply with any term, provision, or covenant of this lease, other than payment of rent, and does not cure the failure within thirty (30) days after written notice of the failure to Lessee.
- (3) Lessee makes an assignment for the benefit of creditors.
- (4) Lessee deserts any substantial portion of the premises for a period of ninety (90) or more days.
- (5) The abandonment of the leased premises or discontinuance of Lessee's business operations. Should this occur, Lessor shall not be responsible for the custodial protection of merchandise, fixtures or equipment abandoned, even though it is necessary for Lessor to remove the same from the leased premises for storage or disposal.

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

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

ARTICLE SEVENTEEN

Reverter Clause

In the event that Lessee fails to complete construction upon the hangar facility within one hundred eighty (180) days from the date of the signing of this Lease Agreement, this Lease shall become nullity and of no force and effect. All property described in Exhibit "A" attached hereto shall be deemed to be automatically reverted to the City of Lockhart and Lessee shall have no right under this Lease Agreement to enter on to or remain upon the leased premises.

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

LESSOR:

CITY OF LOCKHART

BY: 
M. LOUIS CISNEROS, MAYOR

ATTEST:

Gwendolyn L. Barrett
GWEN BARRETT, CITY SECRETARY

LESSEES:

Mannan J. Thomason
MANNAN J. THOMASON

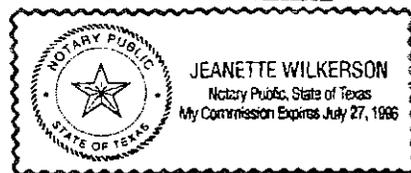
Ulysses J. Backus
ULYSSES J. BACKUS

THE STATE OF TEXAS *
*
COUNTY OF CALDWELL *

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 29 day of June, 1995.

Jeanette Wilkerson
NOTARY PUBLIC - STATE OF TEXAS

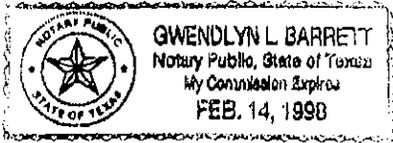


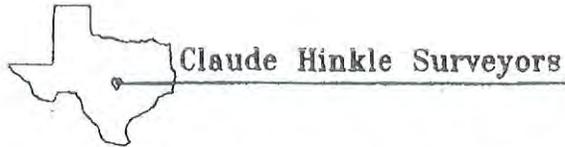
THE STATE OF TEXAS *
*
COUNTY OF CALDWELL *

BEFORE ME, the undersigned authority, on this day personally appeared MANNAN J. THOMASON and ULYSSES J. BACKUS, known to me to be the persons whose name are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 28 day of June, 1995.

Gwendlyn L. Barrett
NOTARY PUBLIC - STATE OF TEXAS





All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being a part of the Esther Berry Survey and being also a part of a tract of land called 248 acres and conveyed to the City of Lockhart by deed recorded in Volume 223 Page 3 of the Deed Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at an iron pin set for the NE corner this tract and from which iron pin the SE corner of a 5.00 acre tract of land conveyed to Lockhart Airport Development Inc. by deed recorded in Volume 492 Page 540 of the said Deed Records bears N 43 degrees 28 minutes 06 seconds E 739.11 feet.

THENCE S 03 degrees 04 minutes 17 seconds W 45.00 feet to an iron pin set for the SE corner this tract.

THENCE N 86 degrees 55 minutes 43 seconds W 80.00 feet to an iron pin set for the SW corner this tract.

THENCE N 03 degrees 04 minutes 17 seconds E 45.00 feet to an iron pin set for the NW corner this tract.

THENCE S 86 degrees 55 minutes 43 seconds E 80.00 feet to the place of beginning containing 3600 square feet of land.

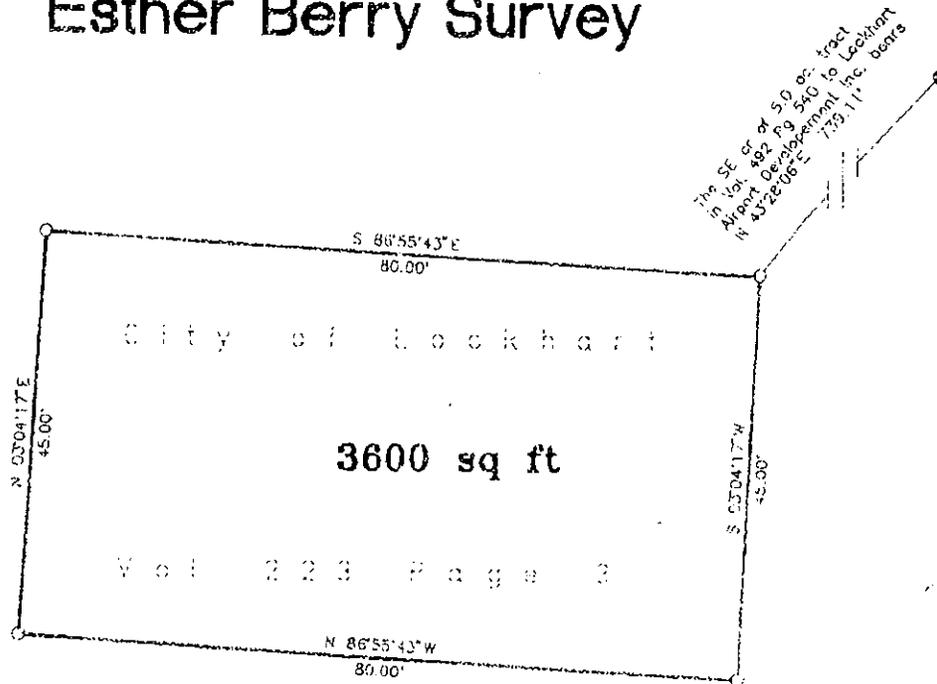
I hereby certify that the foregoing field notes are a true and correct description of a survey made on the ground by me on June 19, 1995. This survey is for use with this one transaction only. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



⁴ EXHIBIT A

Caldwell County, Texas

Esther Berry Survey



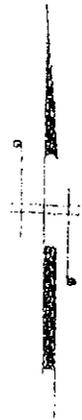
Lot: 29°51'07.4" N

248 a.c.

Long: 97°40'11.2" W

SURVEY PLAT

Showing a 3600 sq ft tract of land out of the Esther Berry Survey in the City of Lockhart, Caldwell County, Texas. I hereby certify that the foregoing plat is a true and correct representation of a survey made on the ground by me on June 19, 1995. This survey is for use with this one transaction only. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



Scale 1"=20'



#1612

| | |
|-----------------------------------|---------------------------|
| Field Book: d.c. | Drawn By: J.L.W. |
| Job No. 91494a | Drawing: 61925.dwg |
| Date: June 19, 1995 | Word Disk: Begin 60195 |
| Surveyed By: J.L.W. B.M.P. C.F.H. | Autocad Disk: Begin 60195 |



Claude Hinkle Surveyors

102 South Main St.
 P.O. Box 1047
 Lockhart, Texas 78744



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: September 18, 2018 | | | | |
| Department: City Manager | | | Initials | Date |
| Department Head: Vance Rodgers | | Asst. City Manager | | |
| Dept. Signature: <i>Vance Rodgers</i> | | City Manager | | <i>VR</i> 9-12-2018 |
| Agenda Item Coordinator/Contact (include phone #): Vance Rodgers | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> CONSENSUS <input type="checkbox"/> OTHER | | | | |
| CAPTION | | | | |
| Discussion and/or action regarding consideration of approval in the interest of a public purpose of an Assignment and Release of a lease agreement with Mr. Ted Jones and it being assigned to Mr. Phillip Cline, and regarding an Extension of Lease Agreement for a ground lease and a new structure lease, and new rates with Mr. Phillip Cline at the Lockhart Municipal Airport, and appointing the Mayor to sign the agreements if approved. | | | | |
| 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 | | | | |
| Mr. Ted Jones has had an airport ground lease on which he placed a structure in 1994. Because of his age and moving out state he sold in interest in the structure and desires to assign the ground lease to Mr. Phillip Cline. The ground lease expires September 16, 2019. At that time the structure on the ground lease becomes the property of the City of Lockhart. Mr. Cline desires to extend the ground lease until September 16, 2024, for which the current rates apply. He realizes that he must start paying a structure lease fee of \$121.88 per month in addition to the annual ground lease (18 cents/sf) of \$526.50. The Renewal of Lease Agreement contains all requirements that Mr. Cline must abide by as the Lessee. | | | | |
| STAFF RECOMMENDATION | | | | |
| City Manager recommends approval of the Assignment and Release and the Extension of Lease Agreement as presented | | | | |
| List of Supporting Documents: Assignment and Release, Extension of Lease Agreement, Original Lease | | Other Departments, Boards, Commissions or Agencies: | | |



**ASSIGNMENT and RELEASE
of the September 16, 1994 Airport
Ground Lease City of Lockhart Airport**

Date of this Addendum: September 11, 2018

History

On September 16, 1994, a ground lease (the "Lease") was entered into by and between the City of Lockhart, Texas (the "City") as Lessor, and Ted Jones as Lessee, regarding the real property located at the City of Lockhart Airport and further described in the Lease, attached hereto as **Exhibit A**. On April 13, 2018, Ted Jones transferred the building and assigned the Lease to Phillip Cline, as evidenced in **Exhibit B**, attached hereto, making Mr. Cline the Assignee under the Lease, subject to approval by the City.

NOW, THEREFORE, the parties agree as follows:

1. The Lessor, Ted Jones, and Phillip Cline enter into this Assignment and Release to provide for the assignment of the Lease to Phillip Cline. From and after the effective date hereof, Ted Jones is released from all obligations under the Lease.
2. Ted Jones consents to be released from the Lease.
3. Phillip Cline accepts the leased premises "as is and with all faults" and consents to assume and be bound by all of the terms of the Lease, and to the release of Ted Jones from the Lease. After the effective date hereof, Phillip Cline shall be bound to perform all of the Ted Jones' obligations under the Lease.
4. Phillip Cline acknowledges that the leased premises described in the Lease shall be used only for those purposes permitted by the Lease, and he further acknowledges that the term of the Lease ends on September 16, 2019, except as otherwise provided in the Lease.
5. This Assignment and Release must be approved in accordance with Article 7, page 10, and Article 16(a), page 19, of the Lease, at a regularly scheduled meeting of the Lockhart City Council, as evidenced by the attested signature of the Lockhart Mayor on this instrument.
6. This instrument is effective upon its execution by all parties hereto and shall be attached to and incorporated for all purposes in the Lease.

CITY OF LOCKHART (Lessor):

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Peter Gruning
City Attorney

Lessee:

Assignee:

Ted Jones
2101 S. Colorado Street
Lockhart, Texas 78644

Phillip Cline
3815 Old McMahan Road
Lockhart, Texas 78644

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared **Lew White**, Mayor of the City of Lockhart, Texas, a Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of _____, 2018.

Notary Public

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared **Phillip Cline**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of _____, 2018.

Notary Public

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared **Ted Jones**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of _____, 2018.

Notary Public



EXTENSION OF LEASE AGREEMENT

THIS AGREEMENT is made by and between Phillip Cline, an individual, herein referred to as the Lessee, and the City of Lockhart (the City), a Texas Municipal Corporation, herein referred to as the Lessor.

1. On April 13, 2018, Phillip Cline assumed and became the Lessee of a real property lease (the Lease) that was executed on or about September 16, 1994 by and between the City as Lessor and Ted Jones as Lessee, under which the Leased Premises described therein was leased for twenty-five (25) years, ending on September 16, 2019. The Leased Premises includes the tract of land and the structure thereon. A copy of the Lease is attached as **Exhibit A**. Such assumption was subject to approval by the City, which was given on September 18, 2018.
2. Phillip Cline wishes to extend the Lease until 2024. The City and Phillip Cline agree to such extension with the following additions to the Lease:
 - a) The Lease shall begin on September 16, 2019 and end on September 16, 2024.
 - b) Phillip Cline is responsible for all utility payments and maintenance of the Leased Premises.
 - c) Phillip Cline immediately will purchase, at his sole expense, an insurance policy for the value of the structure on the Leased Premises, naming the City as an additional insured, and will provide a copy of the insurance policy to the City.
 - d) For the term of the Lease extension, Phillip Cline agrees to pay rent to the City for the Leased Premises as follows:
 - On or before September 16 of each year: 18 cents per sq. ft. x 2,925 sq. ft., totaling \$526.50; and
 - On or before the first of each month: \$121.88.
3. The Lockhart City Council finds that this extension of the Lease serves a public purpose by provided for productive use of the Leased Premises that benefits the community.

4. Phillip Cline agrees to fulfill all the terms and covenants of the Lease and this renewal, including making all payments due to or payable on behalf of the City when due and payable.

Lessee:

Phillip Cline
3815 Old McMahan Road
Lockhart, Texas

Date

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

BEFORE ME, the undersigned authority, on this day personally appeared **Phillip Cline**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of _____, 2018.

Notary Public

City of Lockhart, Texas:

Lew White
Mayor

Attest:

Connie Constancio, TRMC
City Secretary

Exhibit A

SUBJECT: Hangar lease transfer
DATE: April 13, 2018
TO: Vance Rodgers, Lockhart City Manager
FROM: Ted Jones

I hereby transfer the building, contents, and lease on the Plane Talk Hangar located at 205 Airport Way from Ted Jones to Phillip Cline, 3815 Old McMahan Road, Lockhart, Texas, 78644.

Effective Date: April 13, 2018

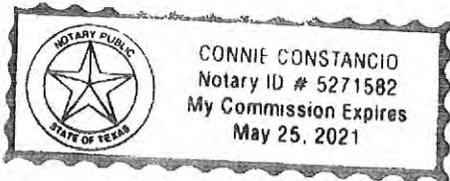
ACCEPTED:

Ted Jones
Ted Jones

4-13-2018
Date

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

Sworn to and subscribed before me on the 13th day of April, 2018 by Ted Jones.



Connie Constancio
Notary Public

ACCEPTED:

Phillip Cline
Phillip Cline

4-13-2018
Date

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

Sworn to and subscribed before me on the 13th day of April, 2018 by Phillip Cline



Connie Constancio
Notary Public

Ted Jones / final
signed copy

Exhibit B

GROUND LEASE AGREEMENT

This Ground Lease Agreement made and entered into this the 16th day of September, 1994, by and between the **CITY OF LOCKHART, TEXAS**, a Municipal Corporation existing by and under the authority of the laws of the State of Texas, hereinafter referred to as "Lessor", and **TED JONES**, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, Lessor owns and operates, in the City of Lockhart, an Airport, and said Lessor is desirous of leasing to Lessee certain property hereinafter more fully described and located on said airport; and

WHEREAS, Lessee has indicated a willingness and ability to properly construct, keep, maintain and improve said property with standards approve by Lessor, and desires to lease said property from the City of Lockhart, Texas;

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

ARTICLE ONE

Leased Premises

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

See Exhibit "A" attached hereto and incorporated for all purposes by reference.

ARTICLE TWO

Buildings and Improvements

Lessee shall have the right to erect one (1) hangar upon the leased premises.

Lessee agrees to maintain in good condition, order and repair the structure and other improvements upon the demised premises.

Lessee agrees and understands the plans and specifications for any and all proposed improvements to the leasehold property shall receive the prior written approval of the Lessor, and shall conform to the City of Lockhart Airport Master Plan or as mutually agreed upon and with approval of Lessor, as well as meet all City of Lockhart Code requirements.

Lessor, acting through its building inspector and other inspectors shall have free access to the property covered hereby and to the improvements thereon for the purposes of determining that any construction conforms to the plans and specifications approved by Lessor, and to determine if the

building or the improvements are being maintained in accordance with the requirements of this Lease Agreement. It shall be Lessee's responsibility to take such actions as are necessary to insure that the construction of the hangar and any later required maintenance work is conducted without interference with other Lessees, the FAA, or any aviation activities which are the principal purpose of the airport. Any activity which interferes with or endangers aviation activity will be immediately discontinued when so mandated by the Lessor or the F.A.A.

ARTICLE THREE

Term of Lease

The term of this Lease shall be for a period of twenty-five (25) years, commencing on the date above first written, unless sooner terminated as hereinafter provided. This Lease shall be subject to review by the appropriate State Agency and the Federal Aviation Administration, as required, and acceptance by Lessor and Lessee of the terms of this Lease Agreement shall be provisional until such time as all appropriate agencies have approved this Agreement.

ARTICLE FOUR

Use of Property

Lessee agrees and understands that this Lease Agreement shall be for the limited purposes of the construction and use of a private hangar facility for placement of one or more general aviation aircraft. Lessee covenants and agrees that any hangar so constructed shall not be used for the

purpose of renting to the general public or other parties not subject to this Lease. It is intended by the parties and agreed to by Lessee that this Lease is for the limited purpose of the construction of a hangar for the placement of aircraft owned by Lessee or his invitees. So long as Lessee remains as the primary occupant of the hangar, the City will not object to allowing an invitee experimental aircraft owner to share space for purposes of building or storing any experimental aircraft or parts thereof and in Lessee charging a reasonable lease fee for that service, so long as that arrangement does not devolve into a sub-lease of the entire premises.

ARTICLE FIVE

Rental Charges

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

(a) Ground Rent

(1) Ground rent to be paid annually in the amount of \$0.03 per square foot per year on each square foot of land on the tract of land described in Exhibit "A" herein for a total annual rental of \$87.75, the first payment of which shall be due and payable contemporaneously with the signing of this Lease.

(2) The ground rent on the tract leased shall be subject to Article V, Section (b), "Adjustments to Rent."

(3) Should any governmental agency require for any reason any portion of the tract held by Lessee under this Lease, Lessee shall be entitled to reimbursement for the sums paid to Lessor for the area of property actually utilized by the governmental agency. Nothing herein shall entitle Lessee to reimbursement for any amount greater than the sum actually paid to Lessor on the property actually utilized by the governmental agency.

(b) Adjustments to Rent

As promptly as practicable after the end of the 5th year after the beginning date of this Lease and each 5th year thereafter, Lessor shall compute the percentage of change (increase or decrease), if any, in the cost of living during the time period between the beginning date of this Lease Agreement and the date of the 5th year anniversary and each 5th year anniversary thereafter during the term of this Lease, based upon the changes in the Consumer Price Index for Urban wage Earners and Clerical Workers - U.S. Average (1967=100) (hereinafter called "Consumer Price Index"), as determined by the United States Department of Labor, Bureau of Labor Statistics for "All Items". It is agreed that the Consumer Price Index Number at the commencement date of this lease is August 1, 1994 (herein called "Base Index Number"). If the Consumer Price Index Number for the month in which any such anniversary of the beginning date shall occur (each such number being herein called an "Anniversary Index Number") is higher or lower than the Base Index Number, then

such Anniversary Index Number shall be divided by the Base Index Number and from the quotient thereof shall be subtracted the integer one (1). The resulting number, multiplied by one hundred, shall be deemed to be the percentage of increase or decrease in the cost of living. Such percentage of change shall be multiplied by the Basic Rental, and the product thereof shall be added to, or subtracted from, the Basic Rental to determine the annual rental payable for the next five year period, commencing on the immediately preceding anniversary of the beginning date (such amount being herein sometimes called "Adjusted Basic Rental"). Such Adjusted Basic Rental shall be calculated in the above manner during the 5th year anniversary and each 5th year thereafter of the Lease Term. Lessor shall, within a reasonable time after obtaining the appropriate data necessary for computing any change in the annual rent, give Lessee notice of any change so determined. Lessee shall notify Lessor of any claimed error therein within thirty (30) days after receipt of such notice. If publication of the Consumer Price Index shall be discontinued, the parties hereto shall thereafter accept comparable statistics on the cost of living for the City of San Antonio, Texas, as they shall be computed and published by an agency of the United States, or by a responsible financial periodical of recognized authority, then to be selected by the parties hereto. As an example, only, of the foregoing adjustment:

- a. Assume Basic Rental is per acre \$100.00 per year,

- b. Assume Basic Index Number is 200,
c. Assume Anniversary Index Number on the anniversary date of the commencement date is 300,
then based upon the foregoing, the Annual Basic Rental shall be:

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

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

In the event of Lessee's failure to pay any installment of rental when due or any other fee when due, Lessor may declare the lease terminated, or may declare all unmatured rental due, and further will be entitled to judgment for court costs, reasonable attorneys' fees and interest on its unpaid rental and fees at the rate of TEN (10%) PERCENT per annum.

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

ARTICLE SIX

Insurance

Lessee shall maintain, at his own cost and expense fire insurance in an amount adequate to cover eighty percent (80%) of the cost of replacement of all fixtures in the demised premises in the event of fire, extended coverage, vandalism or malicious mischief and special extended coverage. Lessee agrees to carry Lessor as an additional insured party, and such insurance policy shall contain the endorsement that such insurance may not be cancelled or amended with respect to Lessor, without thirty (30) days written notice by registered mail, to Lessor, by the insurance company; and that Lessee shall be solely responsible for the payment of premiums; and that Lessor shall not be required to pay any premiums for insurance; and in the event of payment of any loss covered by such policy, Lessor shall be paid first by the insurance company for its loss, and Lessee waives the right of subrogation against Lessor for any reason whatsoever. Any insurance policy herein required or procured by Lessee shall contain an express waiver of any right of subrogation by the insurance company against Lessor. The original policy of all such insurance shall be delivered by Lessee to Lessor, within ten (10) days of the inception of such policy by the insurance company. The minimum limits of any insurance coverage required herein shall not limit Lessee's liability under the following paragraph.

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

If the leased premises should be totally destroyed by fire, tornado, or other casualty not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, or if it should be so damaged by such a cause that rebuilding or repairs cannot be reasonably be completed within sixty (60) working days, this Lease shall terminate, and rent shall be abated for the unexpired portion of this Lease, effective as of the date of written notification provided for hereinabove.

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

Monies received from insurance proceeds due to damage proceeds will be applied toward rebuilding improvements upon the premises. If the improvements cannot be rebuilt as above specified insurance proceeds shall be split between Lessee

and Lessor upon a pro rata basis mutually agreed upon by the parties.

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

ARTICLE SEVEN

Non-Assignment

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

Should a lending institution require first lien on Lessee's leasehold interest and require collateral assignment of said lease to the financial institution, Lessor agrees that this will not violative of the Lease Agreement. Any assignment, hypothecation, or pledge shall not be effective without the prior written consent of the City of Lockhart and such consent shall not be unreasonably withheld. Prior to such assignment, sublease, hypothecation or pledge of this lease as provided for in this paragraph, Lessee shall provide Lessor's City Manager with a copy of said assignment, sublease, hypothecation or pledge and of any and all agreements collateral thereto. In the event that the City of Lockhart approves the proposed assignment, sublease, hypothecation or pledge a copy thereof shall be

filed with the City Secretary of the City of Lockhart. It is specifically understood and agreed by the parties that any assignment of this lease or hypothecation thereof shall not create any type of lien upon the realty or create any further obligation upon Lessor as a result of such assignment or hypothecation thereof.

ARTICLE EIGHT

Indemnity

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

(b) Lessee shall not be responsible or liable at any time for any loss or damage to Lessee's equipment, fixtures, machinery, airplane or airplane parts or any other personal property of Lessee; and

(c) Lessor shall not be responsible or liable to Lessee or to those claiming by, through or under Lessee, for any loss or damage to either the person or property of Lessee that may be occasioned by or through the acts or

omissions of persons occupying adjacent, connecting or adjoining premises; and

(d) Lessor shall not be responsible or liable for any defect, latent or otherwise, on any building in the airport area, or of any of the equipment, machinery, utilities, appliances or apparatus therein or thereupon, nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Lessee, or any other person caused by or resulting from any bursting, breakage, or by or from leakage, steam, snow or ice, running, backing up, seepage or the overflow of water or sewage in any part of said premises, or for any injury or damage caused by or resulting from any defects or negligence in the occupancy, construction, operation or use of any said buildings, equipment, machinery, utilities, appliances or apparatus by any person or by or from the acts of negligence of any occupant of the premises; and,

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

ARTICLE EIGHT

General Construction Standards

In addition to all code requirements of the City of Lockhart and any other legal entity or sub-entity, the following shall be the minimum construction standards for the construction of the hangar to be placed on property listed in Exhibit "A" and incorporated by reference:

(1) Hangar shall be of all metal materials to include all supports and exterior siding.

(2) Exterior metal siding shall be of minimum 29 gauge white painted and finished.

(3) All construction shall be on pier and beam with footings appropriate to support the structure. Interior flooring of the hangar so constructed shall be of a slab of sufficient depth (minimum of five inches thick) with steel and wire support to adequately hold the weight of an aircraft.

(4) All utilities, to include electrical service shall be brought underground to the structure at the sole expense of Lessee. The City of Lockhart hereby grants an easement for that purpose to Lessee.

(5) Foundation shall be with concrete footings under all uprights or columns.

(6) Hangar shall be of a gable style of a design approved by the City.

ARTICLE NINE

General Rights and Duties of Parties

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

(a) Lessee agrees to observe and obey during the term of this Lease, all laws, ordinances, rules and regulations promulgated and enforced by Lessor, and by any

other property authority having jurisdiction over the conduct of operations at the airport.

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

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

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

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

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

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

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

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

(f) Notice to Lessor as herein provided shall be sufficient if sent by registered mail, postage prepaid, to the City Manager, of the City of Lockhart, at 308 West San Antonio Street, Lockhart, Texas, and notice to Lessee in the same manner, shall likewise be sufficient if addressed to Lessee at P. O. Box 91752, Austin, Texas 78709, or such other addresses as may be designated by Lessor or Lessee in writing from time to time.

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

billed for this work. Lessee shall forthwith remit payment to Lessor, should this occur.

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

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

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

(k) Lessee shall have the right of ingress to and egress from the demised premises, which right shall extend to Lessee's passengers, guests and invitees.

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

ARTICLE TEN

Abatement Due To Airport Closure

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

ARTICLE ELEVEN

Police Protection

Lessor does not guarantee police protection to Lessee and his property, and Lessor shall not be responsible for injury or harm to any person or for any property belonging to Lessee, his officers, agents, servants, employees, contractors, licensees or invitees which may be stolen, destroyed or in anyway damaged, and Lessee hereby indemnifies and holds harmless Lessor, its officers, agents, servants, and employees from and against any and all such claims.

ARTICLE TWELVE

Right of Entry By Lessor

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

ARTICLE THIRTEEN

Aerial Approaches

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

ARTICLE FOURTEEN

National Emergency

During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use; and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

ARTICLE FIFTEEN

Lease Subordinate

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

ARTICLE SIXTEEN

General Provisions

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

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

(c) For the purpose of this Agreement, the singular number shall include the plural, and masculine shall include the feminine and vice versa, whenever the context so admits.

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

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

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

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

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

(i) The Lessee and its successor and assigns will complete a Federal Aviation Administration (FAA) Form 7460-1, "Notice of Proposed Construction of Alteration", and receive a favorable determination from FAA prior to any construction on the property, if deemed necessary by the FAA.

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

- (1) Lessee fails to pay any installment of rent under this lease and the failure continues for a period of thirty (30) days.

- (2) Lessee fails to comply with any term, provision, or covenant of this lease, other than payment of rent, and does not cure the failure within thirty (30) days after written notice of the failure to Lessee.
- (3) Lessee makes an assignment for the benefit of creditors.
- (4) Lessee deserts any substantial portion of the premises for a period of ninety (90) or more days.
- (5) The abandonment of the leased premises or discontinuance of Lessee's business operations. Should this occur, Lessor shall not be responsible for the custodial protection of merchandise, fixtures or equipment abandoned, even though it is necessary for Lessor to remove the same from the leased premises for storage or disposal.

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

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

ARTICLE SEVENTEEN

Reverter Clause

In the event that Lessee fails to complete construction upon the hangar facility within one hundred eighty (180) days from the date of the signing of this Lease Agreement, this Lease shall become nullity and of no force and effect. All property described in Exhibit "A" attached hereto shall be deemed to be automatically reverted to the City of Lockhart and Lessee shall have no right under this Lease Agreement to enter on to or remain upon the leased premises.

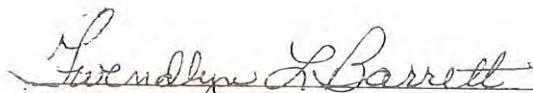
IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures the day and year first above written.

LESSOR:

CITY OF LOCKHART

BY: 
M. LOUIS CISNEROS, MAYOR

ATTEST:


GWEN BARRETT, CITY SECRETARY

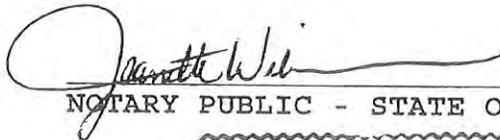
LESSEE:



THE STATE OF TEXAS *
*
COUNTY OF CALDWELL *

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 19 day of September, 1994.

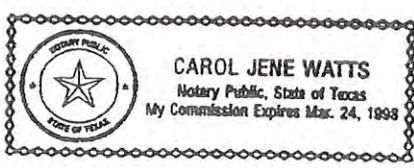

NOTARY PUBLIC - STATE OF TEXAS



THE STATE OF TEXAS *
*
COUNTY OF CALDWELL *

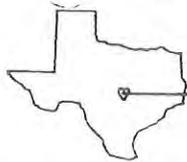
BEFORE ME, the undersigned authority, on this day personally appeared TED JONES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the
16th day of September, 1994.



Carol Jene Watts

NOTARY PUBLIC - STATE OF TEXAS



Claude Hinkle Surveyors

All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being a part of the Esther Berry Survey and being also a part of a tract of land called 248 acres and conveyed to the City of Lockhart by deed recorded in Volume 223 Page 3 of the Deed Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at an iron pin set for the NE corner this tract and from which iron pin the SE corner of a 5.00 acre tract of land conveyed to Lockhart Airport Development Inc. by deed recorded in Volume 492 Page 540 of the said Deed Records bears N 38 degrees 45 minutes 19 seconds E 846.89 feet.

THENCE S 03 degrees 04 minutes 17 seconds W 45.00 feet to an iron pin set for the SE corner this tract.

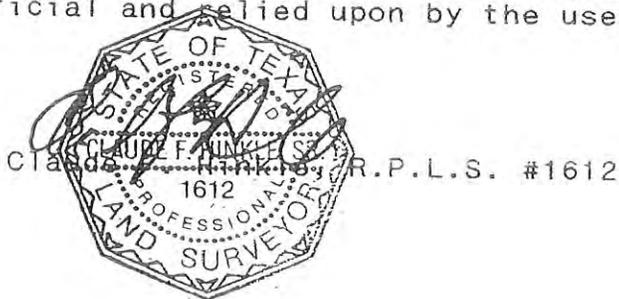
THENCE N 86 degrees 55 minutes 43 seconds W 65.00 feet to an iron pin set for the SW corner this tract.

THENCE N 03 degrees 04 minutes 17 seconds E 45.00 feet to an iron pin set for the NW corner this tract.

THENCE S 86 degrees 55 minutes 43 seconds E 65.00 feet to the place of beginning containing 2925 square feet of land.

2

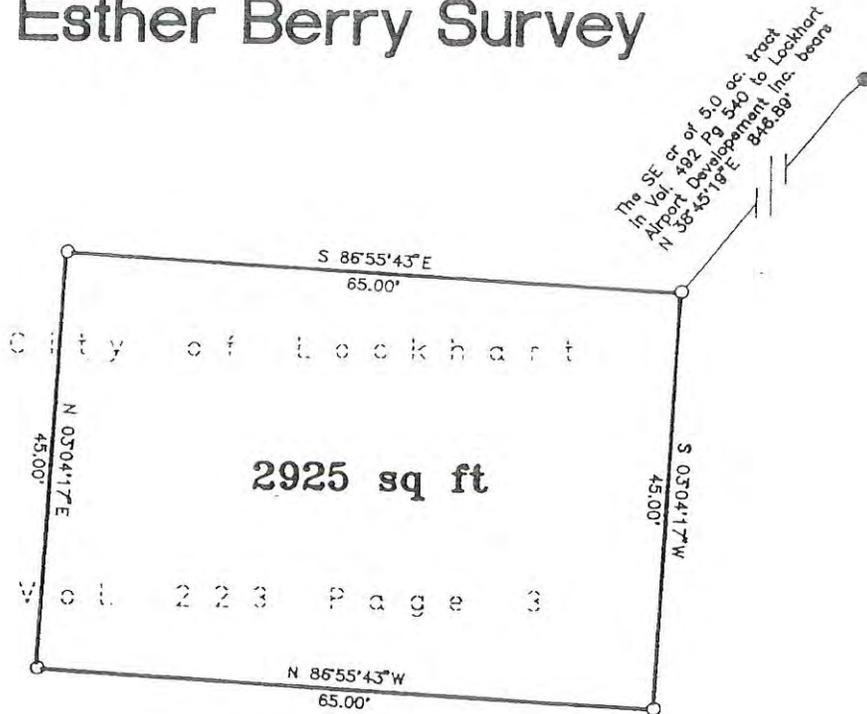
I hereby certify that the foregoing field notes are a true and correct description of a survey made on the ground by me on September 14, 1994. This survey is for use with this one transaction only. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



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Caldwell County, Texas

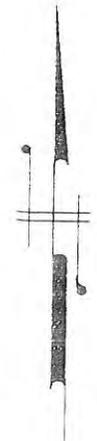
Esther Berry Survey



Lat: 29°51'06.4" N
 Long: 97°40'11.2" W
 248 a.c.

SURVEY PLAT

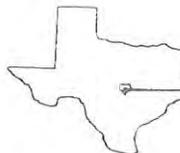
Showing a 2925 sq ft tract of land out of the Esther Berry Survey in the City of Lockhart, Caldwell County, Texas. I hereby certify that the foregoing plat is a true and correct representation of a survey made on the ground by me on September 14, 1994. This survey is for use with this one transaction only. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



Scale 1"=20'



| | |
|--------------------------|---------------------------|
| Field Book: d.c. | Drawn By: JLW |
| Job No. 91494a | Drawing: 91494a.dwg |
| Date: September 14, 1994 | Word Disk: Begin 90194 |
| Surveyed By: JLW BMP CFH | Autocad Disk: Begin 90194 |

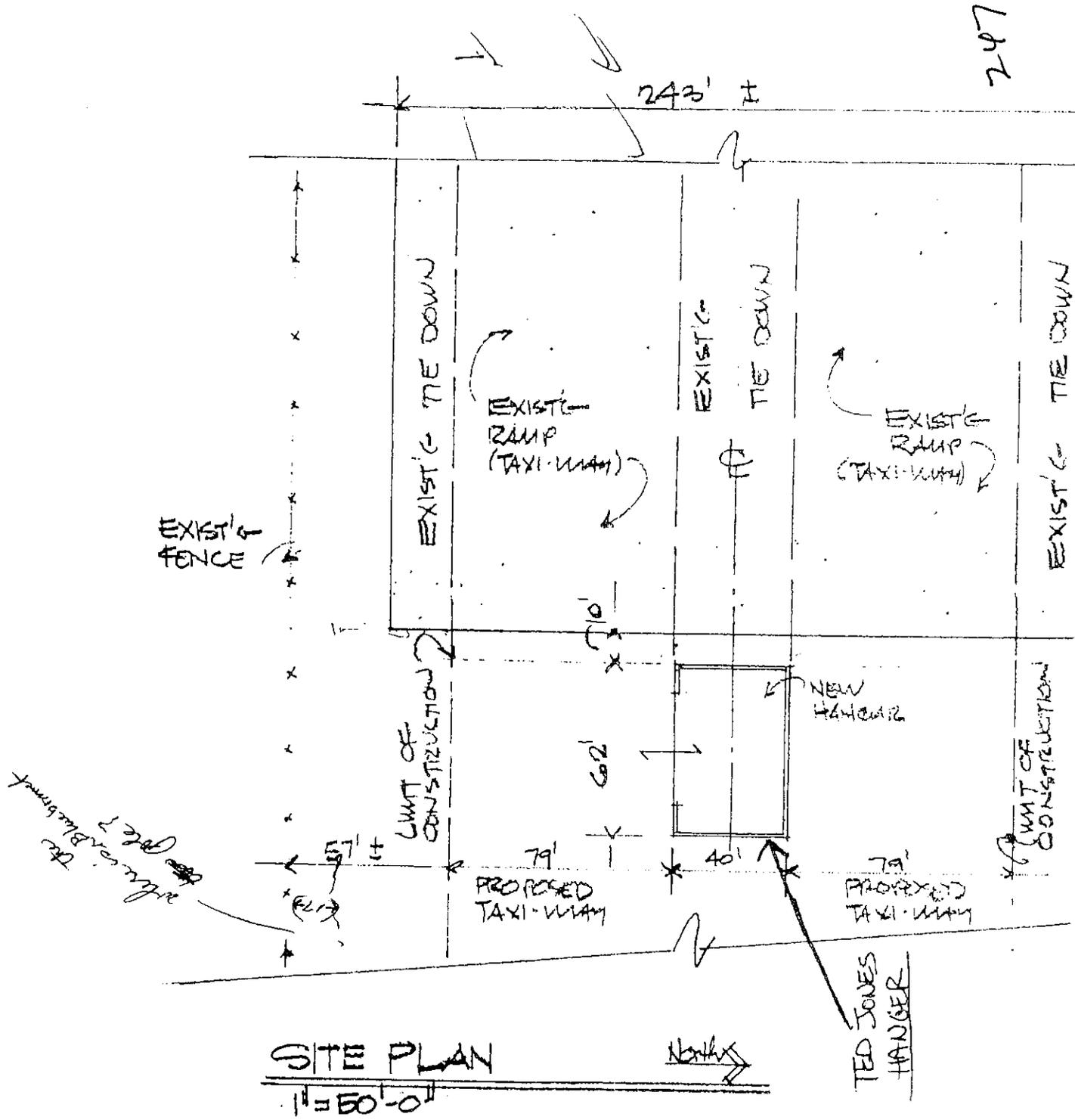


Claude Hinkle Surveyors

1409 South Main St.
 P. O. Box 1027
 Lockhart, Texas 78644

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EXHIBIT "A-3"



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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: September 18, 2018 | | | | |
| Department: City Manager | | | Initials | Date |
| Department Head: Vance Rodgers | | Asst. City Manager | | |
| Dept. Signature: <i>[Signature]</i> | | City Manager <i>[Signature]</i> | | |
| 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 regarding setting up a "Good Utility Neighbor Contribution Program" whereby utility customers can donate funds to go into a special account for other customers that need help in paying their utility bill from time to time; the funds would be deposited into a special account with Community Action, Inc., of Central Texas which would distribute the funds based on their criteria. | | | | |
| 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 | | | | |
| Such a program exists in a few other cities in the area. (San Marcos, Bastrop.) Community Action would have control of the funds once deposited and would charge an 8% administrative fee for their services. Attached is the Intake Application used by Community Action. Their criteria would be the guide in determining who receives assistance. The program has worked well in San Marcos and Bastrop. | | | | |
| STAFF RECOMMENDATION | | | | |
| The City Manager will prepare an ordinance to set up the program should Council desire. | | | | |
| List of Supporting Documents: Community Action Intake Application; example of form to be used by the City of Lockhart for utility customers that wish to participate | | Other Departments, Boards, Commissions or Agencies: | | |



Community Action, Inc.
of Central Texas
— DEVELOPING OPPORTUNITIES —

2018 Intake Application

| | | |
|---------------------------------|-------------|-----------|
| Last Name: | First: | Middle I: |
| Address: | | Apt #: |
| City, State, Zip: | | County: |
| Mailing Address (if different): | | Apt#: |
| City, State, Zip | | County: |
| Home Phone: | Cell Phone: | |
| Email Address: | | |

REMINDER: INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED!

REQUIRED DOCUMENTS:

- ___ 1. **COMPLETED** Intake Application.
- ___ 2. **Valid photo ID and Social Security card** of the head of household. (example: Texas Driver's License)
- ___ 3. **Proof of all income for the past 30 days for all household members 18 years and older, who work or receive assistance.**
(Social Security/SSI/VA award letter, check stubs, TANF letter, unemployment benefits, child support, etc.)
If any member of the household, 18 or over, is NOT receiving any income, you must complete the attached Declaration of Income Statement.
- ___ 4. **A 12 month billing history** from each of your energy providers. (Electric, Natural Gas & Propane)
To get this history, City of San Marcos customers should request an "Electric Usage History" for Community Action, Inc.
PEC customers should request a "Customer Profile."
City of Lockhart and City of Luling customers are required to pay a small fee for the report.
**Note: If a 12 month history is not available, please submit as many months available.*
- ___ 5. Your **current utility bills** for Electricity, Natural Gas & Propane and a disconnect notice, if applicable.

Once the application is received with ALL supporting documents, it will be processed in the order received and by priority. Until your application is processed, you are responsible for your utility bills and any late fees applied. Once the application is processed, you will be notified if you qualify for assistance. If you qualify for assistance, an appointment will be scheduled with a Case Manager if needed. All assistance is subject to the availability of funds.

Applications can be mailed, emailed, faxed or delivered to the following locations:

Blanco & Wimberley: PO Box 748 San Marcos, TX 78667/101 Uhland Rd. Ste. 107, San Marcos, TX, 78666
512-392-1161, ext. 309 – Office Hours: 8am-12, 1-5pm Monday to Friday

Hays County (EXCLUDING Wimberley): 810 Arizona Street, San Marcos, TX, 78666, 512-878-2542, ext. 31
Office Hours: 8am-12, 1-5pm Monday to Friday

Caldwell County: 901 Bois D'Arc Street, Lockhart, TX 78644, 512-398-4420 (Please call for Office Hours)
PO Box 231/109 E. Newton Street, Luling, TX 78648, 830-875-3707 (Please call for Office Hours)

Email: mmarshall@communityaction.com; Fax: 512-396-4255

| | | | | | |
|---|--|--|---------|----------|---------------------------|
| OFFICE USE ONLY: Client potentially eligible for the following Community Action, Inc. programs and referrals: | | | | | |
| <input type="checkbox"/> Head Start/Early Head Start | <input type="checkbox"/> Health Services | <input type="checkbox"/> Adult Education | | | |
| <input type="checkbox"/> Community Services | ___ CEAP | ___ SMEU | ___ PEC | ___ CSBG | ___ Senior Citizen Center |
| | | | | | ___ Other |

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List Head of Household and ALL other persons living in Household. All information is required to determine your household eligibility. Use additional sheets if needed.

| Household Member Last, First, Middle Initial | Relationship to applicant | Date of Birth AND SocSec# | Age | Gender M or F or Other | Race/ Ethnicity | Hispanic Y or N | Education (Circle) | Working Y or N | PAID How often? | Health Insurance Y or N | Veteran Y or N | Disabled Y or N |
|---|------------------------------|---------------------------------|-----|------------------------------|--------------------|--------------------|--|-------------------|--------------------|-------------------------------|-------------------|--------------------|
| 1. | self | | | | | | 0-8 9-12 HS Grad/GED 12+ col 2 or 4 yr Grad | | | | | |
| 2. | | | | | | | 0-8 9-12 HS Grad/GED 12+ col 2 or 4 yr Grad | | | | | |
| 3. | | | | | | | 0-8 9-12 HS Grad/GED 12+ col 2 or 4 yr Grad | | | | | |
| 4. | | | | | | | 0-8 9-12 HS Grad/GED 12+ col 2 or 4 yr Grad | | | | | |
| 5. | | | | | | | 0-8 9-12 HS Grad/GED 12+ col 2 or 4 yr Grad | | | | | |
| 6. | | | | | | | 0-8 9-12 HS Grad/GED 12+ col 2 or 4 yr Grad | | | | | |
| 7. | | | | | | | 0-8 9-12 HS Grad/GED 12+ col 2 or 4 yr Grad | | | | | |
| 8. | | | | | | | 0-8 9-12 HS Grad/GED 12+ col 2 or 4 yr Grad | | | | | |

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INCOME SOURCES (List ALL income of adults and children that are 18 years of age or older for the last 30 days)
 Identify income from any of the following sources:

| | Yes | No | \$ received per month | times per month |
|---|-----|-----|-----------------------|-----------------|
| Salary from Employment | ___ | ___ | _____ | _____ |
| Tips and Bonuses | ___ | ___ | _____ | _____ |
| Commissions/Fees | ___ | ___ | _____ | _____ |
| Recurring Gifts | ___ | ___ | _____ | _____ |
| Veteran Benefits – service or non-service | ___ | ___ | _____ | _____ |
| Alimony | ___ | ___ | _____ | _____ |
| Interest/ Dividends | ___ | ___ | _____ | _____ |
| Social Security | ___ | ___ | _____ | _____ |
| Supplemental Security Income (SSI) | ___ | ___ | _____ | _____ |
| Social Security Disability Income (SSDI) | ___ | ___ | _____ | _____ |
| Retirement Funds | ___ | ___ | _____ | _____ |
| Pension | ___ | ___ | _____ | _____ |
| Unemployment Benefits | ___ | ___ | _____ | _____ |
| Workers' Compensation | ___ | ___ | _____ | _____ |
| TANF | ___ | ___ | _____ | _____ |
| Food Stamps | ___ | ___ | _____ | _____ |
| Medicare/Medicaid | ___ | ___ | _____ | _____ |
| General Assistance | ___ | ___ | _____ | _____ |
| Unknown/Not Reported | ___ | ___ | _____ | _____ |
| EITC | ___ | ___ | _____ | _____ |
| Private Disability Insurance | ___ | ___ | _____ | _____ |
| Child Support: ___ Anticipated ___ Voluntary ___ Court Ordered (regardless if paid) | | | | |
| Other: _____ | | | | |

HOUSING INFORMATION

Type: ___ Private Home ___ Mobile Home ___ Apartment ___ Subsidized/ Public Housing
 OWN: ___ Yes ___ No Mortgage/Month _____
 RENT: ___ Yes ___ No Rent/Month _____ Utilities included: ___ Yes ___ No

UTILITY INFORMATION

Electric Service: _____ Account # _____ Heating ___ Cooling ___ Both ___
 Natural Gas Service: _____ Account # _____ Heating ___ Cooling ___ Both ___
 Propane Service: _____ Account # _____ Heating ___ Cooling ___ Both ___
 Type of A/C: ___ Central ___ Evaporative ___ Window Unit ___ None
 Type of Heater: ___ Central ___ Electric Heater ___ Fireplace ___ Space Heater ___ Wall Furnace ___ None

PRIORITY INFORMATION

1. Have you ever received services with Community Action, Inc. of Central Texas? ___ Yes ___ No
2. Is anyone enrolled in secondary education or registered with the Texas Workforce within the last 30 days?
 ___ Yes ___ No
3. Is anyone in the household 60 years of age or older ___ Yes ___ No
4. Is anyone in the household disabled? ___ Yes ___ No
5. Are there any children 5 years of age or younger in the household? ___ Yes ___ No
6. Are you interested in receiving case management services to increase income/education level? ___ Yes ___ No

CONFLICT OF INTEREST INFORMATION

1. Is anyone in the household currently serving as an employee, agent, consultant, officer or elected or appointed official of Community Action, Inc. of Central Texas? ___ Yes ___ No

If YES, identify who and role _____

2. Is anyone in the household related to anyone currently serving as an employee, agent, consultant, officer or elected official of Community Action, Inc. of Central Texas? ___ Yes ___ No

If YES, identify who and role _____

FOR OFFICE USE ONLY: *If there is a Conflict of Interest, this application requires the Executive Director's Signature.*

Executive Director Signature: _____

OFFICE USE ONLY: CEAP/CSBG ELIGIBILITY DETERMINATION

1. Calculations: Monthly _____ x 12 = _____ Total Annual Income \$ _____
Monthly _____ x 12 = _____

2. Household Poverty Income Level: ___ 0-50% ___ >50-75% ___ >75-125% ___ >125-150% ___ >50%

3. Verification/Documentation of Household Income used: _____

Staff Signature _____

Date _____

AUTHORIZATIONS AND RELEASE OF INFORMATION:

- The information provided is true and correct to the best of my knowledge and belief.
- I understand that my gross household income is annualized at the time of application according to pre-established agency rules and procedures in order to receive assistance.
- I understand that I may request a hearing to appeal a denial of eligibility, amount of assistance received, or a delay in receiving services from Community Action, Inc. of Central Texas.
- I authorize the Texas Department of Housing and Community Action, Inc. of Central Texas to solicit/verify information including employment verification needed to provide assistance with my utilities and/ or fuel bills, both past and future.
- I am an applicant of Community Action, Inc. of Central Texas. I hereby give my permission to release and verify all information requested and understand that it will be kept in strict confidence to be used for program purposes only.
I understand that photocopy of this release is as valid as the original and may be used to obtain employment information or verify other data.
- I understand that if I change utility companies I must notify the case worker within 5 business days of my new utility company and account number with the name on the account. If I do not notify Community Action, Inc. of Central Texas of my new utility company I will lose any payments due. When the information is provided any remaining assistance may be reinstated.
- If you or another member of the household has no income the Declaration of No Income sheet must be completed for all household members over 18 years of age having no income. On this sheet do not include anyone who has shown income on the application. The Declaration of No Income No longer needs to be notarized.
- I UNDERSTAND THAT I AM SUBJECT TO PROSECUTION FOR PROVIDING FALSE OR FRAUDULENT INFORMATION ON THIS APPLICATION.

I certify that the information on this application is correct and I also understand that receipt or assistance through misrepresentation or fraud is punishable by fine or imprisonment.

Applicant Signature _____

Date _____

Staff Signature _____

Date _____

(when application is logged in)

NEEDS ASSESSMENT

*Please indicate what Needs you have below by circling either "yes" or "no" in each box.
If you circle "yes", please explain the need you're experiencing so that we can help you.*

| SERVICE | NEED | Explanation | SERVICE | NEED | Explanation |
|--|------|-------------|--|------|-------------|
| Basic Needs: Food, Clothing, Food Stamps, WIC, Meals On Wheels, Emergency, Other | | | Counseling: Family, Alcohol/Substance Abuse, Other | | |
| Income: SS, SSI, TANF, VA, Child Support, Budget, Other | | | Transportation: To work, Dr. appointment, Car Repair, Other | | |
| Employment Needs: Looking for a job/Job Search Assistance, Resume, Other | | | Veteran Needs: Medical, Training, Home Repair, Handicap Access, Other. | | |
| Utility Assistance: Electric, Natural Gas, Propane, Other | | | Legal Needs: Child Support, Criminal, Civil, Other | | |
| Housing Needs: Temporary Shelter, Subsidized, Section 8 Housing, Repairs, Weatherization, Others | | | Health Needs: Immunizations, Prescriptions, Primary Health Care, Mental Health Care, Other | | |
| Heating/Cooling: Heaters, Window Units, Repairs, Water Heater, Natural Gas Piping/Repairs | | | Education: GED, English as a Second Language-ESL, Vocational Training, Other | | |
| Other Needs: Child Care, Elderly Care, Other | | | Other Needs not identified on this assessment | | |

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Community Action, INC. of Central Texas
COMMUNITY SERVICES

| Self Certification of Disability | |
|--|--|
| Applicant's Name: | |
| Name of Person with Disability: | |
| Relationship of Person with Disability to Applicant: | |

Persons with Disabilities--Any individual who is:

- ⊙ A handicapped individual as defined in §7(9) of the Rehabilitation Act of 1973;
- ⊙ Under a disability as defined in §1614(a)(3)(A) or §223(d)(1) of the Social Security Act or in V102(7) of the Developmental Disabilities Services and Facilities Construction Act: or
- ⊙ Receiving benefits under 38 U.S.C. Chapter 11 or 15.

APPLICANT'S AUTHORIZATION TO DECLARE DISABLED STATUS:

I hereby confirm my eligibility as a Person with Disability, in accordance with the above-stated definition of Person with Disability.

Signature of Person with Disability or His/Her Guardian

Date

**DECLARATION OF INCOME STATEMENT
(DECLARACION DE INGRESOS)**

| | | |
|---|--------------------------------|--------------------------|
| Applicant Name (Nombre del Solicitante) | Applicant Last Name (Apellido) | Suffix (Sufijo) |
| Address (Dirección) | City (Ciudad) | Zip Code (Código Postal) |

State the gross income for household members, 18 years and older, who have no documentation of the income received in the **30 day period** prior to the date of application for assistance: *(Declarar el ingreso recibido por los miembros de su hogar, que tienen 18 años de edad ó mas, y que no tienen documentación de ingresos por los 30 días antes del aplicar para asistencia)*

| | |
|---------------|--|
| Name (Nombre) | Gross Income Received (Ingreso Bruto Recibido) |
| Name (Nombre) | Gross Income Received (Ingreso Bruto Recibido) |
| Name (Nombre) | Gross Income Received (Ingreso Bruto Recibido) |
| Name (Nombre) | Gross Income Received (Ingreso Bruto Recibido) |

My household has no documented proof of income due to the following situation *(Mi hogar no tiene prueba para documentar los ingresos por medio de tal razones):*

I certify that the above information is true and correct to the best of my knowledge and belief. *(Yo certifico que la información proveida de los ingresos es verdadera y correcta según mi saber y creencia.)*

I understand that the information will be verified to the extent possible; and that I may be subject to prosecution for providing false or fraudulent information. *(Comprendo que la información será verificada hasta donde sea posible y que puedo ser enjuiciado por haber proveido información falsa ó fraudulenta.)*

(Applicant Signature/Firma del Solicitante)

(Date/Fecha)

Proof of ID Form

Worker has viewed and verified the following ID (check all that apply)
for applicant name: _____

- Identification Card
- Driver's License
- Passport
- Military ID
- Employee ID
- Matrícula (Government of Mexico ID)
- Ex-Offender ID
- Capital Metro ID
- Student ID
- Other (please specify) _____

No identification was provided for the following reason:

X

Worker Signature

Date: _____



Good Utility Neighbor Contribution Program Fund: Donation Form

The City of Lockhart is glad to sponsor the Good Utility Neighbor Contribution Program Fund, a program to assist eligible customers who are having difficulty paying their utility bill. Voluntary contributions from customers like you fund this program. This program is administered by Community Action, Inc., of Central Texas on our behalf. Every dollar helps!

Name*

First Name*

Last Name*

Utility Account Number*

Address*Address Line 1*

City State

ZIP Code

Phone*

Email*

Amount of Monthly Pledge*

\$1.00 \$3.00 \$5.00

Other Amount:

(whole dollar amounts only, please)

Checkbox*

Yes, I would like to pledge to the Good Utility Neighbor Contribution Program Fund each month. I understand that my pledge will be added to my monthly bill, and can be cancelled with proper notice at any time by contacting the Utility Customer Care Center.

Submittal of this form authorizes the additional amount to be billed on your account. With 30 days notice to the City of Lockhart Utility Customer Services the deduction can stop or the amount changed.

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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 Date: September 18, 2018 | | | | |
| Department: City Manager | | Initials | Date | |
| Department Head: Vance Rodgers | Asst. City Manager | | | |
| Dept. Signature: <i>Vance Rodgers</i> | City Manager | <i>VR</i> | <i>9.13.18</i> | |
| 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 PRESENTATION OF DRAFT CITY OF LOCKHART PERSONNEL POLICY. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input checked="" type="checkbox"/> N/A <input type="checkbox"/> GRANT FUNDS <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP <input type="checkbox"/> BUDGETED <input type="checkbox"/> NON-BUDGETED | | | | |
| FISCAL YEAR: | PRIOR YEAR (CIP ONLY) | CURRENT YEAR | FUTURE YEARS | TOTALS |
| Budget | | | | \$0.00 |
| Budget Amendment Amount | | | | \$0.00 |
| Encumbered/Expended Amount | | | | \$0.00 |
| This Item | | | | \$0.00 |
| BALANCE | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FUND(S): | | | | |
| SUMMARY OF ITEM | | | | |
| <p>The current City of Lockhart Personnel Policy was written in 1986. It was created on a typewriter and is filled with handwritten notes and references to amending ordinances, it is not very user friendly. Requests for an updated policy manual have been made over the years by both staff and Councilmembers. The draft was created with the assistance of attorney Bettye Lynn of Lynn Ross & Gannaway, LLP. Lynn Ross & Gannaway, LLP is a law firm focused on the representation of public and private-sector employers in matters involving labor and employment issues. The firm is headquartered in Fort Worth, Texas, but its practice extends beyond Texas - throughout the Southwest and around the Nation. Attorney Bettye Lynn and Attorney Julia Gannaway provide legal counsel to the City on Civil Service related matters. Both attorneys are also frequent speakers at Texas Municipal League and Texas Municipal Human Resources Association conferences.</p> <p>Staff's goal on this project was to create a personnel policy that is in compliance with current state and federal employment laws, integrates current practices into a written policy, and to have a user-friendly document that can be provided to all employees.</p> | | | | |
| STAFF RECOMMENDATION | | | | |
| Staff respectfully requests review and comments by Council to be incorporated in the policy for consideration of approval by Council on October 2 or a later date. | | | | |
| List of Supporting Documents: Synopsis of Major Changes, Draft Personnel Policy, Company Information that worked on the policy with staff | | Other Departments, Boards, Commissions or Agencies: | | |

Synopsis of DRAFT Major Changes to the Personnel Policy

Attendance and Work Hours: Clarifying use of social media such as Facebook is not an acceptable method for employee to use when calling in. Employee must call or text supervisor, if supervisor accepts texts.

Bereavement Leave:

- Changing “Emergency Leave” for employees that have completed initial 6-month probation paid time off for funerals and other circumstances approved by supervisor to bereavement leave for funerals only and employees become eligible to use the leave at the date of hire.
- Adds bereavement leave can also be used in the event of a death of a person who resides in the employee’s home, regardless if the person is a relative.

Employee Conduct and Discipline:

- CM or HRD to review any disciplinary action above a write up that affect the pay of the employee before disciplinary action takes place
- Employees that report directly to the City Manager, such as Department Heads, have no right of appeal on discipline by City Manager.

FMLA: Changing calculation range from a calendar year to a rolling 12 months. This prevents a consecutive 6 months of FMLA leave. For example, with the old policy of calendar year if leave starts in September and FMLA is calculated on a calendar year, the employee could become eligible for another 12 weeks in January.

Grievances:

- Employees that report directly to the City Manager, such as Department Heads, have no right to file a grievance. Those employees are encouraged to request a meeting with the City Manager to discuss the matter, the City Manager’s decision shall be final.
- “Grievance Hearing General Procedures and Guidelines” section is being added. This policy was adopted by the Grievance committee several years ago as a practice to assist during the hearing process.

Inclement Weather / Emergency Closing: Clarifies what positions are designated as “essential personnel” and are required to be on the job regardless of adverse weather or other conditions. The City Manager can designate other positions not listed in regards to certain and particular extraordinary circumstances prior to the event.

Insurance: This section reflects Ordinance 2015-11 for insurance benefits available to retiring employees. No change was made to the coverage or costs.

Longevity Pay:

- Recognizes that the City Council has the right to reset longevity payment amounts for regular full-time non-civil service employees during the City budget process each year with the adoption of the budget. The current longevity adopted by Council: 1-10 years=\$10.00 per completed month of service; 11-20 years=\$13.00 per completed month of service; 20 years plus=\$15.00 per completed month of service with a maximum of 300 months. Civil Service employee amounts are established in a separate ordinance.
- No change is being made to the cap of a maximum of 25 years, or 300 months.

Modified Duty Assignments: This policy has been updated to comply with current ADA/ADAA, EEOC, and state law.

Nepotism:

- Clarifying what is 1st degree, 2nd degree family.
- Prohibits family member of current City Manager & Council from applying for City employment, all current employees are grandfathered.
- Sets policy that if an employee is related to an individual that gets elected, that employee is grandfathered ; if an employee is related to an individual that gets appointed to City Manager, that employee is grandfathered except if the employee reports directly to the City Manager. No employee who reports directly to the City Manager shall remain employed.

Recruitment and Selection:

- Clarifies that external recruitment may also be conducted simultaneously with an internal posting; all qualified internal employees must be interviewed.
- The recruitment method for vacant director level positions or any position that reports directly to the City Manager may be determined by the City Manager on a case by case basis.
- No elected official connected with governing of the City of Lockhart may be considered for any employment with the City of Lockhart while they hold such elected office. After serving in an elected position connected with governing of the City of Lockhart, the person must wait at least 3 years before being eligible for employment as a City of Lockhart employee unless, approved by the City Manager.

Residency Requirement: Although City employees cannot be legally required to reside inside the city limits unless they are appointed by the Council, it is permissible to set residency response requirements requiring that certain positions be able to timely respond to the service area during emergencies. This policy reflects Ordinance 2012-08 regarding a 25-minute response time for employees involved in public health and safety services during emergencies. No change was made to the policy.

Sick Leave: Changes usage policy from having to wait 6 months from hire date to be eligible to use sick leave to being able to use it immediately upon hire with a supervisor's approval and doctor's excuse if required.

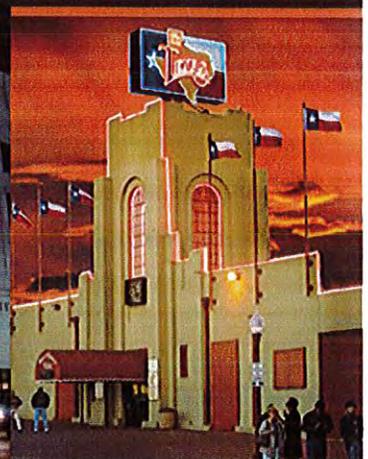
Social Media: Reflects what is currently practiced, as there was no social media when the 1986 policy was created.

Tobacco Use:

- This section reflects current practices and City ordinances.
- Clarifies that electronic cigarettes are prohibited also.

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Advising, protecting and defending employers.



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OUR ATTORNEYS

CONTACT US

Bettye Lynn



Tel. (817) 332-8504
 Fax (817) 332-8548
Lynn@LaborCounsel.net

AREAS OF EXPERIENCE:

Management Labor and
 Employment Law

EDUCATION:

J.D. DePaul College of Law

M.P.A. in Public Administration,
 University of Kansas

B.A. in Government,
 American University, Washington, D.C.

Ms. Lynn is a partner of Lynn Ross & Gannaway, LLP. She is certified as a specialist in labor and employment law by the Texas Board of Legal Specialization. Ms. Lynn practices exclusively in management labor and employment law and represents employers in both the public and private sectors.

Ms. Lynn's practice includes:

- Representing cities in all aspects of civil service.
- Training managers and supervisors on effective employment practices.
- Counseling clients on preventing employee claims and litigation.
- Investigating employee complaints.
- Advising clients on all employment related federal and state laws.
- Assisting employers in preventing unionization of employees.
- Negotiating meet and confer and collective bargaining agreements and advising on contract interpretation.
- Litigating complex employment law issues, including constitutional claims and employee wage claims.

Ms. Lynn represents cities and counties across the State of Texas and private - sector clients, including employers in the manufacturing, healthcare, retail, and service arena.

Lynn Ross & Gannaway, LLP

306 West Broadway Avenue
 Fort Worth, Texas 76104
www.LaborCounsel.net

MEMBERSHIPS:

Fort Worth Human Resource
Mgt Assoc. Past-President

Texas Municipal Human
Resources Association

Texas City Attorneys Association

National Public Employer Labor
Relations Association

**AREAS OF PROFESSIONAL
EMPHASIS:**

Texas Local Civil Service
Fair Labor Standards Act

Bettye Lynn | Julie B. Ross | Julia Gannaway

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OUR ATTORNEYS

CONTACT US

Julia Gannaway



Tel: (817) 332-8512

Fax: (817) 332-8548

Gannaway@LaborCounsel.net

AREAS OF EXPERIENCE:

Municipal Civil Service Law
Municipal Law
Employment Law
Management-Labor

EDUCATION:

JD, University of Houston
Law Center

BA in Arts & Economics,
Texas A&M

Julia Gannaway is a partner of Lynn Ross & Gannaway, LLP. She worked previously in the City Attorneys' offices of two different cities: Bryan and Odessa, and possesses a management-oriented perspective when addressing the unique issues that arise when working for the client that is a governmental entity. Her area of practice focuses primarily on advising and defending public sector employers, and includes:

- Advising and representing management clients in the private and public sector in all aspects of labor and employment law, such as Title VII, FLSA, USERRA, ADA, ADAAA, ADEA, FMLA, and the Texas Whistleblower Act.
- Counsel clients regarding personnel policies and practices, termination, discipline, unemployment compensation, privacy issues, workplace torts, National Labor Relations Board elections and negotiations.
- Providing training and directing investigations into allegations of workplace misconduct.

Julia works closely with numerous public sector clients, including police and fire administrators on matters relating to Chapter 143, Texas Municipal Civil Service, and she represents department heads in disciplinary hearings before civil service commissions and third party hearing examiners. Julia also counsels clients on day-to-day issues as they arise, including drafting ordinances and resolutions for governmental entities. She also advises public sector clients on the Texas Public Information Act (the "Open Records Act") and the Open Meetings Act.

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306 West Broadway Avenue

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9/13/2018

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Fort Worth, Texas 76104
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MEMBERSHIPS:

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Texas City Attorneys' Association

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Branches in Haskell and Abilene, Texas

Betty Lynn | Julie B. Ross | Julia Gannaway

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LIST OF BOARD/COMMISSION VACANCIES

Updated: August 21, 2018

| Board Name | Reappointments/Vacancies | Council member |
|---------------------|--|-----------------------|
| Board of Adjustment | Nic Irwin moved to Lockhart Economic Development Corp. | Any Councilmember |

APPLICATIONS RECEIVED TO BE ON A BOARD/COMMISSION

| APPLICANT | BOARD REQUESTED | DATE RECEIVED | RESIDENCE DISTRICT |
|------------------|--|----------------------|---|
| Rick Arnic | Lockhart Economic Development Corp. and Planning & Zoning Commission | 07/03/2018 | District 3 |
| Suzy Falgout | Construction Board Historic Preservation Commission Parks & Recreation Any other Board where needed | 08/20/2018 | Currently resides outside city limits. Is renovating future residence on Commerce St. |

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| | |
|---|--|
| <p>The following are NOTES regarding appointments to several boards that have certain criteria that should be met, such as qualifications or number to serve on the board. Boards that are not listed below have a seven member board and are open to any citizen without qualifications.</p> | |
| <p>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</p> <ol style="list-style-type: none"> (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>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 | 03/07/17 |
| | Board of Adjustment | Lori Rangel | 03/07/17 |
| | Construction Board | Mike Votee | 03/07/17 |
| | Eco Dev. Revolving Loan | Ryan Lozano | 03/07/17 |
| | Eco Dev. Corp, ½ Cent Sales Tax | Dyral Thomas | 03/07/17 |
| | Electric Board | Thomas Herrera | 03/07/17 |
| | Historical Preservation | Victor Corpus | 03/07/17 |
| | Library Board | Shirley Williams | 03/07/17 |
| | Parks and Recreation | Linda Thompson-Bennett | 03/07/17 |
| | Planning & Zoning | Marcos Villalobos | 03/07/17 |
| District 2 – John Castillo | Airport Board | Reed Coats | 03/07/17 |
| | Board of Adjustment | Juan Juarez | 03/07/17 |
| | Construction Board | Oscar Torres | 05/15/18 |
| | EcoDev. Revolving Loan | Rudy Ruiz | 03/07/17 |
| | Eco Dev. Corp. ½ Cent Sales Tax | Umesh Patel | 08/09/18 |
| | Electric Board | James Briceno | 03/07/17 |
| | Historical Preservation | Ron Faulstich | 03/07/17 |
| | Library Board | Donnie Wilson | 03/07/17 |
| | Parks and Recreation | James Torres | 03/07/17 |
| | | Rob Ortiz, Alternate | 03/07/17 |
| | Planning & Zoning | Manuel Oliva | 03/07/17 |

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COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

| | | | |
|--|---------------------------------|------------------------|----------|
| District 3 – Kara McGregor | Airport Board | Ray Chandler | 02/06/18 |
| | Board of Adjustment | Anne Clark, Vice-Chair | 12/19/17 |
| | | Kirk Smith (Alternate) | 12/05/17 |
| | Construction Board | Jerry West, Vice-Chair | 01/02/18 |
| | Eco Dev. Revolving Loan | Lew White, Chair | 12/19/17 |
| | Eco Dev. Corp. ½ Cent Sales Tax | Nic Irwin | 12/05/17 |
| | Electric Board | Thomas Stephens | 12/19/17 |
| | Historical Preservation | Ronda Reagan | 12/19/17 |
| | Library Board | Jean Clark Fox, Chair | 12/19/17 |
| | Parks and Recreation | Warren Burnett | 12/05/17 |
| Planning & Zoning | Philip McBride, Chair | 12/19/17 | |
| District 4 - Jeffry Michelson | Airport Board | Mark Brown, Vice-Chair | 03/07/17 |
| | Board of Adjustment | Wayne Reeder | 12/05/17 |
| | Construction Board | Rick Winnett | 12/05/17 |
| | Eco Dev. Revolving Loan | Frank Coggins | 12/05/17 |
| | Eco Dev. Corp. ½ Cent Sales Tax | Morris Alexander | 12/05/17 |
| | Electric Board | Ian Stowe | 03/06/18 |
| | Historical Preservation | Kathy McCormick | 12/05/17 |
| | Library Board | Donaly Brice | 12/05/17 |
| | Parks and Recreation | Russell Wheeler | 12/05/17 |
| | Planning & Zoning | Mary Beth Nickel | 12/05/17 |
| Mayor Pro-Tem (At-Large) – Angie Gonzales-Sanchez | Airport Board | Andrew Reyes | 03/07/17 |
| | Board of Adjustment | Laura Cline, Chair | 03/07/17 |
| | Construction Board | Paul Martinez | 03/07/17 |
| | Eco Dev. Revolving Loan | Irene Yanez | 03/07/17 |
| | Eco Dev. Corp. ½ Cent Sales Tax | Alfredo Munoz | 06/06/17 |
| | Historical Preservation | Juan Alvarez, Jr. | 03/07/17 |
| | Library Board | Jodi King | 03/07/17 |
| | Parks and Recreation | Chris Schexnayder | 03/07/17 |
| Planning & Zoning | Philip Ruiz, Vice-Chair | 03/07/17 | |

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COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

| | | | |
|------------------------------|---|--|---|
| At-Large - Brad Westmoreland | Airport Board Board of Adjustment Construction Board (Alternate) Eco Dev. Revolving Loan Eco Dev. Corp. ½ Cent Sales Tax Historical Preservation Library Board Parks and Recreation Planning & Zoning | Jayson “Tex” Cordova Severo Castillo Gary Shafer Edward Strayer Frank Estrada Richard Thomson Rebecca Lockhart Dennis Placke Christina Black | 03/07/17 03/07/17 03/07/17 03/07/17 03/07/17 11/21/17 03/07/17 03/07/17 03/07/17 |
| | Charter Review Commission (Five member commission) Term 24 months after appointment | Ray Sanders Bill Hernandez Roland Velvin Elizabeth Raxter Alan Fielder | 03/01/16 – Michelson 03/01/16 - Michelson 03/01/16 – Michelson 03/01/16 - Hilburn 03/15/16 – Hilburn |
| | Sign Review Committee (no longer meeting) | Gabe Medina Neto Madrigal Terry Black Kenneth Sneed Johnny Barron, Jr. Tim Clark | 03/17/15 - Mayor Pro-Tem Sanchez 04/21/15 – Councilmember Mendoza 12/19/17– Councilmember McGregor 03/17/15 – Mayor White 03/17/15 – Councilmember Castillo 03/17/15– Councilmember Michelson |
| | Parks Master Plan Steering Committee (8-10 members) | Albert Villalapando Dennis Placke Nita McBride Rebecca Pulliam Bernie Rangel Derrick David Bryant Beverly Anderson Carl Ohlendorf Beverly Hill | 09/05/17 – Parks Bd appointee 09/05/17 – Parks Bd appointee 12/05/17– McGregor 09/19/17– Michelson 09/19/17 – Castillo 09/19/17 - Sanchez 09/19/17 - Mendoza 09/19/17 – Westmoreland 09/19/17 – Mayor White |

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COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

| | | | |
|--|--|--|---|
| | Church Property Ad-hoc Committee (7 members) | Amelia Smith Jackie Westmoreland Todd Blomerth Andy Govea Terry Black Jane Brown Raymond DeLeon Dyrall Thomas | 09/05/17 – Westmoreland 09/05/17 – Westmoreland 09/05/17 – Mayor White 09/1917 – 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) |

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| LOCKHART CITY COUNCIL FY 17-18 GOALS | | | | |
|--------------------------------------|----------|---|--|----------------|
| Category and Priority Order | | | | |
| COUNCIL MEMBER | PRIORITY | GOALS IDENTIFIED BY COUNCIL FOR FY 17-18 (as submitted by Councilmembers) | SUGGESTED FUNDING SOURCE BY COUNCILMEMBER | CATEGORY |
| BH | 3 | Continue Improving City Cemetery | with GF Expiring debt saving and/or Cemetery Tax | CEMETERY |
| Jeff M | 2 | Refurbish City Hall in the inside (to make more inviting to the public) as well as doing some landscaping outside | General Fund | CITY BLDGS |
| BW | 3 | Spruce up and clean up City properties | | CITY BLDGS |
| BH | 4 | Improve City Facilities Appearance | | CITY BLDGS |
| JC | 4 | City Facilities | | CITY BLDGS |
| AGS | 10 | Convention Center | | CONVENTION CTR |
| JC | 2 | Crime | | CRIME |
| AGS | 4 | Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is alot of training that is free but alot additional money for registration fees and course material. | | CRIME |
| Jeff M | 4 | Work with Police Department to bring back drug enforcement program | | CRIME |
| LW | 8 | Fund for helping utility customers in need | ??? | CUSTOMER SERV |
| BW | 2 | Continue to change angle parking downtown: 200 Blk S Main, 100 Blk N Main, 100 Blk N Commerce, 200 Blk E Market; little time and expense invovled | ?? | DOWNTOWN |
| LW | 2 | Downtown improvements,bathrooms, electric, pedestrian safety, beautification, wifi, lighting | | DOWNTOWN |
| AGS | 9 | Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic | | DOWNTOWN |
| LW | 1 | Expanding economic development department, budget, office, staff?, marketing | General fund, LEDC | ECCONOMIC DEV |
| AGS | 3 | Economic Development: Recurit more businesses especailly retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and speciality shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city. | | ECCONOMIC DEV |
| JC | 3 | Economic Development | | ECCONOMIC DEV |
| AGS | 5 | Subdivision development to attract more businesses to Lockhart. | | ECCONOMIC DEV |
| JM | 5 | Set up meetings with developers for more retail space shopping centers along US 183 | | ECCONOMIC DEV |

| LOCKHART CITY COUNCIL FY 17-18 GOALS | | | | |
|--------------------------------------|----------|---|---|-----------------|
| Category and Priority Order | | | | |
| COUNCIL MEMBER | PRIORITY | GOALS IDENTIFIED BY COUNCIL FOR FY 17-18 (as submitted by Councilmembers) | SUGGESTED FUNDING SOURCE BY COUNCILMEMBER | CATEGORY |
| AGS | 6 | More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants) | | ECONOMIC DEV |
| AGS | 1 | All Department Heads to Budget Salary Increases for all City Employees. | | EMPLOYEES |
| JM | 1 | City Employee Raises | | EMPLOYEES |
| JM | 2 | House or fund gym membership/space (weight rm) in Senior Center area (cardio machine) for City employees | | EMPLOYEES |
| AGS | 8 | Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off alternating system, especailly during the holidays. | | EMPLOYEES |
| BW | 1 | ENFORCE ordinances that pertain to unsightly properties all over town | | ENFORCEMENT |
| Jeff M | 1 | Enforce city ordinance regarding residential property | | ENFORCEMENT |
| Jeff M | 3 | Continue to work on City Park improvements | | PARKS |
| JM | 3 | Do inventory of City properties to idenify areas for pocket parks | LEDC funds | PARKS |
| LW | 3 | Park improvements | General fund | PARKS |
| BH | 5 | Parks Improvements | General Fund | PARKS |
| JC | 5 | Parks | | PARKS |
| AGS | 7 | Parks Improvemens: Purchase and update the park equipment to provide safe and fun filled parks for all to use. | | PARKS |
| LW | 7 | Town branch cleanup and beautification | ??? | PARKS |
| JM | 4 | Start process of Funding Sidewalks east of 183 connecting to the US 183 sidewalks | | SIDEWALKS |
| LW | 6 | sidewalk repair and expansion | general fund bond | SIDEWALKS |
| BH | 1 | IMPLEMENT SIGNAGE IN LOCKHART | General Fund (LEDC) and/or Hotel Tax | SIGNAGE |
| LW | 4 | wayfinding, branding | general fund | SIGNAGE |
| LW | 5 | Entry signs | general fund | SIGNAGE |
| Jeff M | 6 | Signage on Highway 183 and SH130 = directing people to Lockhart | | SIGNAGE |
| BW | 4 | Pursue oppportunity to move Senior Citizens' Center to St Paul United Church of Christ Property | | SR CITIZENS CTR |
| JC | 1 | Roads | Grants or impact fees | STREETS/INFRAS |
| AGS | 2 | Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods | | STREETS/INFRAS |
| BH | 2 | Continue improving City Streets | Increase Transportation Fund | STREETS/INFRAS |
| Jeff M | 5 | Continue to make improvements and redoing our city streets | | STREETS/INFRAS |

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

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

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

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

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

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

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

| Description | | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | TOTAL DEBT |
|--|---------|-----------|---------|---------|---------|---------|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|---------|---------|---------|---------|---------|---------|---------|------------|
| 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 |

City of Lockhart
2015 BOND PROGRAM

| Cost | Notes | Task Name | Duration | Start | Finish | 2015 | | | | | | | | | | | | 2016 | | | | | | | | | | | | 2017 | | | | | | | | | | | |
|----------------|-------|--|----------|--------------|--------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | | | | | | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan |
| \$1,355,516.00 | 6 | Construction | 365 days | Thu 6/30/16 | Thu 6/29/17 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Surveying Proposal | 15 days | Mon 1/18/16 | Mon 2/1/16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Survey | 30 days | Tue 2/2/16 | Wed 3/2/16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Acquisition | 150 days | Thu 3/3/16 | Sat 7/30/16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Engineering Design | 120 days | Thu 3/3/16 | Thu 6/30/16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Bid Ad/NTP | 60 days | Fri 7/1/16 | Mon 8/29/16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Construction | 300 days | Fri 9/2/16 | Wed 6/28/17 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| \$470,400.00 | 7 | SH130 PUMP STATION PROJECT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Survey | 7 days | Mon 4/25/16 | Sun 5/1/16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Engineering Design | 90 days | Mon 5/2/16 | Sat 7/30/16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Bid Ad/NTP | 60 days | Sun 7/31/16 | Wed 9/28/16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| \$859,186.00 | 8 | SH130/TOWN BRANCH SEWER PROJECT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Surveying Proposal | 15 days | Fri 5/20/16 | Fri 6/3/16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Survey | 30 days | Sat 6/4/16 | Sun 7/3/16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Acquisition | 120 days | Mon 7/4/16 | Mon 10/31/16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Engineering Design | 90 days | Mon 7/4/16 | Sat 10/1/16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Bid Ad/NTP | 60 days | Sun 10/2/16 | Wed 11/30/16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| \$1,891,126.00 | 9 | WATER TRANSMISSION MAIN PROJECT - Water Plant Transmission Main, MLK to FM 20 West Transmission Main | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Surveying Proposal | 17 days | Wed 11/16/16 | Fri 12/2/16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Survey | 30 days | Sat 12/3/16 | Sun 1/1/17 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Acquisition | 120 days | Mon 1/2/17 | Mon 5/1/17 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Engineering Design | 90 days | Mon 1/2/17 | Sat 4/1/17 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Bid Ad/NTP | 60 days | Sun 4/2/17 | Wed 5/31/17 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Construction | 180 days | Mon 6/5/17 | Fri 12/1/17 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |