

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL

June 21, 2022

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 issues discussed or reviewed during the work session.

DISCUSSION ONLY

- A. Presentation of a proclamation concerning Pride Week activities in the City of Lockhart. 4
- B. Presentation of the Caldwell County Appraisal District's Appraisal and Collection Budget for Fiscal Year 2022-2023. 5-12
- C. Presentation of the Guadalupe-Blanco River Authority's Annual Budget for services in Fiscal Year 2022-2023. 13-20
- D. Discuss allocations to Non-profit organizations for Fiscal Year 2022-2023 21-23
- E. Discuss Professional Service Agreement and Engineering Scope of Work Proposal with TRC Engineers, Inc. for the Lockhart Downtown Revitalization Project and appointing the City Manager to sign the Engineer Services Agreement, if approved. 24-62
- F. Discuss Ordinance 2022-25 amending Chapter 20, Fire Prevention and Protection of the Code of Ordinances of the City of Lockhart, adopt the 2018 International Fire Code (IFC) with amendments, and adopt the 2018 Life Safety Code (NFPA 101) with amendments. 63-123
- G. Discuss Ordinance 2022-26 amending Chapter 48 "Solid Waste" of the Code of Ordinances by revising Article II Chapter 48-41 "Municipal Collection". 124-127
- H. Discuss termination of utility easement that was replaced on March 22, 2022 by a 20 foot wide water utility easement at 1724 North Colorado Street. 128-140
- I. Discuss Resolution 2022-27 adopting the City of Lockhart's Strategic Priorities for 2022-2023. 141-156
- J. Discussion regarding matters related to COVID-19. 157-179

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE

Invocation. Pledge of Allegiance to the United States and Texas flags.

3. PUBLIC COMMENT

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

4. PUBLIC HEARING/COUNCIL ACTION

- A. Hold A PUBLIC HEARING on application ZC-22-18 by James Acuna on behalf of Lockhart ISD, and discussion and/or action to consider Ordinance 2022-24 for a **Zoning Change** from *PI Public and Institutional District* to *RHD Residential High Density District* on 2.253 acres in the Byrd Lockhart Survey, Abstract No. 17, located at 507 Pecos Street.

180-192

5. DISCUSSION/ACTION ITEMS

- A. Presentation of the Caldwell County Appraisal District's Appraisal and Collection Budget for Fiscal Year 2022-2023. 193-200
- B. Presentation and consider the Guadalupe-Blanco River Authority's Annual Budget for services in Fiscal Year 2022-2023. 201-208
- C. Consider allocations to Non-profit organizations for Fiscal Year 2022-2023 209-211
- D. Discussion and/or action regarding Professional Service Agreement and Engineering Scope of Work Proposal with TRC Engineers, Inc. for the Lockhart Downtown Revitalization Project and appointing the City Manager to sign the Engineer Services Agreement, if approved. 212-250
- E. Discussion and/or action to consider Ordinance 2022-25 amending Chapter 20, Fire Prevention and Protection of the Code of Ordinances of the City of Lockhart, adopt the 2018 International Fire Code (IFC) with amendments, and adopt the 2018 Life Safety Code (NFPA 101) with amendments. 251-311
- F. Discussion and/or action to consider Ordinance 2022-26 amending Chapter 48 "Solid Waste" of the Code of Ordinances by revising Article II Chapter 48-41 "Municipal Collection". 312-315

- G. Discussion and/or action regarding termination of utility easement that was replaced on March 22, 2022 by a 20 foot wide water utility easement at 1724 North Colorado Street. 316-328
- H. Discussion and/or action to consider Resolution 2022-27 adopting the City of Lockhart's Strategic Priorities for 2022-2023. 329-344
- I. Discussion regarding matters related to COVID-19. 345-367

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

- Fireworks Extravaganza at City Park on July 3.
- Update regarding water conservation.
- City Park updates.
- Library updates.

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

8. **ADJOURNMENT**

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

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on the 17th day of June, 2022 at 11:00 a.m.

PROCLAMATION

WHEREAS, the City of Lockhart is a welcoming community and an exceptional place to live, learn, work, play, and raise a family; and

WHEREAS, Lockhart recognizes the importance of equality, diversity and freedom; and

WHEREAS, the nation was founded upon and is guided by a set of principles that includes that every person has been created equal, that each has rights to their life, liberty and pursuit of happiness and that each shall be accorded the full recognition and protection of law; and

WHEREAS, the City of Lockhart's Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) community are a part of all fields and professions and contribute to a stronger community; and

WHEREAS, the City of Lockhart is dedicated to fostering acceptance of all its citizens and preventing discrimination and bullying based on sexual orientation and gender identity; and

WHEREAS, Lockhart is strengthened by and thrives upon the rich diversity of ethnic, cultural, racial, gender and sexual identities of its residents; all of which contribute to the vibrant character of our City; and

WHEREAS, it is imperative that all people in the community, regardless of sexual orientation or gender identity, feel valued, safe, empowered, and supported by their peers, educators, and community leaders.

NOW, THEREFORE, I, Lew White by authority vested in me as Mayor of the City of Lockhart, Texas announce that I am hereby pleased to present this proclamation as a culmination of the celebrations and activities honoring Pride Week, and encourage all citizens to share their belief in the rights of all citizens for mutual respect, understanding, equality and freedom from discrimination.

IN TESTIMONY WHEREOF, I have set my hand and caused to be affixed the Seal of the City of Lockhart, Texas, this 21st day of June, 2022.

CITY OF LOCKHART

Lew White
Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: June 21, 2022

AGENDA ITEM CAPTION: Presentation of the Caldwell County Appraisal District's Appraisal and Collection Budget for Fiscal Year 2022-2023.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On June 13, 2022, the City of Lockhart received the Caldwell County Appraisal District's proposed budgets for collections and appraisals for the year January 1, 2023 through December 31, 2023.

The most notable increases are in salaries, benefits and building costs.

The Caldwell County Appraisal District's Board of Directors must approve the budget by September 15, 2022.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The Caldwell County Appraisal District's Budget has been incorporated into the City of Lockhart's Proposed Annual Budget for Fiscal Year 2022-2023 that has been presented to City Council during the budget workshops dated June 14 and 15, 2022.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff is seeking feedback on the Caldwell County Appraisal District's Proposed Budget for the year January 1, 2023 through December 31, 2023.

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Caldwell County Appraisal District Budget 2023

Orig. = Pam
Scanned to = LW
SL

Caldwell County Appraisal District

RECEIVED
CITY OF LOCKHART

JUN 15 2022

DATE: June 13, 2022

RECVD. BY: _____
TIME RECVD: _____

TO: All Taxing Unit Presiding Officers
CCAD Board of Directors

RE: Notice of public hearing to consider the proposed 2023 Appraisal District Budget

Enclosed you will find the proposed budgets for the Caldwell County Appraisal District for the year January 1, 2023 through December 31, 2023.

Entities that are considering substantial increases in tax levies for 2022 should be aware of the effect on the cost allocation of the appraisal district budget. The proposed budgets include the total costs of appraisal and tax collection.

The Board of Directors must approve the budget by September 15th.

Please note that the Tax Code requires that a copy of the proposed budget be available for public inspection in the office of each governing body served by the appraisal district.

This shall serve as notice pursuant to section 6.06(b) of the Texas Tax Code that the board of directors of the Caldwell County Appraisal District ("District") shall hold a public hearing to consider the 2023 District budget. The hearing will begin at 5:00 PM on Tuesday, June 28, 2022 in the Caldwell County Appraisal District office, 211 Bufkin Ln, Lockhart.

If you have any questions, please do not hesitate to contact Shanna Ramzinski, Chief Appraiser, at the Caldwell County Appraisal District (512) 398-5550.

Respectfully,

Kathy Haigler
Secretary, Board of Directors
Caldwell County Appraisal District

Encl:
2023 Proposed Appraisal Budget
Estimated Cost Allocation - Appraisal Budget
2023 Proposed Collection Budget
Estimated Cost Allocation - Collection Budget



211 Bufkin Ln
P.O. Box 900
Lockhart, Texas 78644
United States

PHONE (512) 398-5550
FAX (512) 398-5551
E-MAIL general@caldwellcad.org
WEB SITE www.caldwellcad.org

2023 APPRAISAL BUDGET ALLOCATION

Caldwell County Appraisal District PROPOSED Budget

ENTITIES	2021 TAX LEVY	RATIO %	2023 BUDGET	ASSESSMENT
CITY OF LOCKHART	\$5,752,038.03	8.421%	\$1,741,770.50	\$146,667.69
CITY OF LULING	\$1,536,912.87	2.250%	\$1,741,770.50	\$39,188.80
CITY OF MARTINDALE	\$359,410.56	0.526%	\$1,741,770.50	\$9,164.39
CITY OF MUSTANG RIDGE	\$117,531.76	0.172%	\$1,741,770.50	\$2,996.87
CITY OF NIEDERWALD	\$50,816.66	0.074%	\$1,741,770.50	\$1,295.74
CITY OF UHLAND	\$34,616.15	0.051%	\$1,741,770.50	\$882.66
CALDWELL-HAYS ESD1	\$641,428.15	0.939%	\$1,741,770.50	\$16,355.38
CALDWELL ESD #2	\$195,961.19	0.287%	\$1,741,770.50	\$4,996.69
CALDWELL ESD #3	\$138,110.57	0.202%	\$1,741,770.50	\$3,521.60
CALDWELL ESD #4	\$170,847.87	0.250%	\$1,741,770.50	\$4,356.35
CALDWELL COUNTY	\$22,275,742.10	32.610%	\$1,741,770.50	\$567,995.49
LOCKHART ISD	\$24,181,481.20	35.400%	\$1,741,770.50	\$616,588.76
LULING ISD	\$6,329,528.01	9.266%	\$1,741,770.50	\$161,392.75
PRAIRIE LEA ISD	\$1,463,785.87	2.143%	\$1,741,770.50	\$37,324.18
GONZALES COUNTY UWD	\$9,870.73	0.014%	\$1,741,770.50	\$251.69
PLUM CREEK CONS DIST	\$390,963.84	0.572%	\$1,741,770.50	\$9,968.95
PLUM CREEK UNDERGROUND	\$397,694.37	0.582%	\$1,741,770.50	\$10,140.56
CITY OF SAN MARCOS	\$216,208.89	0.317%	\$1,741,770.50	\$5,512.98
GONZALES ISD	\$458,467.24	0.671%	\$1,741,770.50	\$11,690.18
HAYS ISD	\$774,898.08	1.134%	\$1,741,770.50	\$19,758.65
SAN MARCOS ISD	\$2,445,774.62	3.580%	\$1,741,770.50	\$62,363.31
WAELDER ISD	\$308,188.12	0.451%	\$1,741,770.50	\$7,858.30
AUSTIN COMMUNITY COLLEGE	\$58,769.74	0.086%	\$1,741,770.50	\$1,498.53
TOTALS	\$68,309,046.62	100.00%	\$1,741,770.50	\$1,741,770.50

CALDWELL COUNTY APPRAISAL DISTRICT
2023 APPRAISAL BUDGET (PROPOSED)

	PERSONNEL	2022	2023
70101	Chief Appraiser	\$88,180.00	\$82,000.00
70102	Deputy Chief Appraiser	\$50,755.00	\$85,012.20
70103	GIS Mapper/System Mgr/IT	\$71,353.00	\$82,412.40
70105	Field Appraiser II	\$36,608.00	\$47,250.00
70106	Senior Appraiser I	\$48,400.00	\$63,336.00
70107	Senior Appraiser II	\$41,338.00	\$58,800.00
70108	Field Appraiser I	\$36,608.00	\$47,250.00
70109	Field Appraiser III	\$37,531.00	\$49,522.20
70111	Administrative Asst.	\$56,210.00	\$68,250.00
70112	Data entry technician	\$34,785.00	\$44,100.00
70113	Support data entry	\$42,466.00	\$51,277.70
70114	Appraisal Clerk	\$27,500.00	\$35,700.00
70120	Field Appraiser IV	\$36,300.00	\$44,625.00
70130	Part time	\$3,000.00	\$0.00
70135	Payroll contingency	\$2,000.00	\$7,000.00
70136	Annual Longevity Compensation	\$5,300.00	\$6,750.00
	SUBTOTAL	618,334.00	773,285.50
	DEDUCTIONS/BENEFITS		
71000	Payroll Tax	\$53,000.00	\$68,000.00
71002	Retirement/employer	\$70,000.00	\$89,000.00
71004	Health benefits	\$121,000.00	\$139,000.00
71005	Worker comp	\$2,800.00	\$2,800.00
71006	Unemployment	\$4,000.00	\$4,000.00
	SUBTOTAL	250,800.00	302,800.00
	SERVICES		
72000	Appr Engineers	\$66,000.00	\$66,000.00
72001	Appr Review Bd	\$37,500.00	\$37,500.00
72002	Audit	\$6,400.00	\$6,400.00
72003	Board of Directors	\$1,790.00	\$2,000.00
72004	Data Processing Services	\$67,500.00	\$99,800.00
72007	Janitorial service	\$6,200.00	\$6,200.00
72008	Legal	\$27,000.00	\$27,000.00
72009	Title Research	\$3,000.00	\$3,000.00
72010	Aerial Imagery	\$92,585.00	\$84,500.00
	SUBTOTAL	307,975.00	332,400.00

	GENERAL EXPENSES	2022	2023
72500	Bond - Chief - Notary	\$250.00	\$250.00
72501	Membership/Dues	\$3,850.00	\$3,700.00
72502	Computer supplies	\$6,400.00	\$7,600.00
72504	Education & fees	\$11,700.00	\$15,700.00
72505	Insurance - liability	\$1,700.00	\$1,900.00
72506	Insurance Building/ Equip - contents	\$5,300.00	\$5,800.00
72507	Legal notices/printing	\$20,600.00	\$23,600.00
72508	Maint - hardware/equip	\$8,700.00	\$8,800.00
72509	Maint - office equip	\$1,000.00	\$1,000.00
72510	Mileage & travel	\$5,500.00	\$5,500.00
72511	Office supplies	\$8,500.00	\$8,500.00
72512	Postage	\$34,200.00	\$37,200.00
72513	Postage meter/Box rental	\$4,665.00	\$5,565.00
72514	Publications Subcrip & books	\$7,860.00	\$22,570.00
72515	Rental - copier	\$2,650.00	\$2,900.00
72516	Electricity	\$9,000.00	\$9,000.00
72517	Telephone	\$14,000.00	\$14,300.00
72518	Water & sewer	\$3,500.00	\$3,500.00
72519	Mortgage	\$57,300.00	\$57,300.00
72520	Building Maint	\$5,000.00	\$7,000.00
72523	Fuel - Vehicle	\$4,000.00	\$8,500.00
72524	Maint - Vehicle	\$12,500.00	\$12,500.00
72525	Ins - vehicle	\$2,600.00	\$2,600.00
	SUBTOTAL	230,775.00	265,285.00
	CAPITAL INVESTMENTS		
79000	Office equipment	\$5,000.00	\$5,000.00
79001	Computer Equipment	\$16,000.00	\$17,000.00
79003	Vehicle	\$28,000.00	\$28,000.00
	SUBTOTAL	49,000.00	50,000.00
	CONTINGENCY		
79002	Building Expense	\$5,000.00	\$8,000.00
79990	Contingency	\$10,000.00	\$10,000.00
	SUBTOTAL	15,000.00	18,000.00
	TOTAL EXPENSES	1,471,884.00	1,741,770.50

2023 COLLECTION BUDGET ALLOCATION

Caldwell County Appraisal District PROPOSED Budget

ENTITIES	2021 TAX LEVY	RATIO %	2023 BUDGET	ASSESSMENT
CITY OF LOCKHART	\$5,752,038.03	8.795%	\$523,168.12	\$46,011.45
CITY OF LULING	\$1,563,835.21	2.391%	\$523,168.12	\$12,509.36
CITY OF MARTINDALE	\$359,410.56	0.550%	\$523,168.12	\$2,874.98
CITY OF MUSTANG RIDGE	\$117,531.76	0.180%	\$523,168.12	\$940.15
CITY OF NIEDERWALD	\$50,816.66	0.078%	\$523,168.12	\$406.49
CITY OF UHLAND	\$34,616.15	0.053%	\$523,168.12	\$276.90
CALDWELL-HAYS ESD1	\$641,428.15	0.981%	\$523,168.12	\$5,130.88
CALDWELL ESD #2	\$195,961.19	0.300%	\$523,168.12	\$1,567.52
CALDWELL ESD #3	\$138,110.57	0.211%	\$523,168.12	\$1,104.77
CALDWELL ESD #4	\$170,847.87	0.261%	\$523,168.12	\$1,366.64
CALDWELL COUNTY	\$22,275,742.10	34.059%	\$523,168.12	\$178,187.16
LOCKHART ISD	\$24,181,481.20	36.973%	\$523,168.12	\$193,431.46
LULING ISD	\$7,294,435.93	11.153%	\$523,168.12	\$58,349.34
PRAIRIE LEA ISD	\$1,828,123.08	2.795%	\$523,168.12	\$14,623.44
GONZALES COUNTY UWD	\$9,870.73	0.015%	\$523,168.12	\$78.96
PLUM CREEK CONS DIST	\$390,963.84	0.598%	\$523,168.12	\$3,127.38
PLUM CREEK UWD	\$397,694.37	0.608%	\$523,168.12	\$3,181.22
TOTALS	\$65,402,907.40	100.00%	\$523,168.12	\$523,168.12

CALDWELL COUNTY APPRAISAL DISTRICT
2023 COLLECTION BUDGET (PROPOSED)

	PERSONNEL	2022	2023
90-70101	Chief Appraiser	\$0.00	\$54,663.80
90-70120	Deputy Tax Collector	\$59,570.00	\$85,012.20
90-70121	Collections Specialist I	\$40,656.00	\$49,092.12
90-70122	Public Assist II	\$32,870.00	\$36,750.00
90-70126	Public Assist I	\$28,800.00	\$36,750.00
90-70130	Part time	\$0.00	\$0.00
90-70135	Payroll contingency	\$800.00	\$2,800.00
90-70136	Annual Longevity Compensation	\$1,750.00	\$2,000.00
	SUBTOTAL	\$164,446.00	\$267,068.12

	DEDUCTIONS/BENEFITS		
90-71000	Payroll Tax	\$13,500.00	\$22,000.00
90-71002	Retirement/employer	\$19,000.00	\$30,000.00
90-71004	Health benefits	\$36,900.00	\$41,900.00
90-71005	Worker comp	\$950.00	\$950.00
90-71006	Unemployment	\$3,375.00	\$3,375.00
	SUBTOTAL	\$73,725.00	\$98,225.00

	SERVICES		
90-72002	Audit	\$1,925.00	\$1,925.00
90-72004	Data Processing Services	\$22,000.00	\$23,000.00
90-72005	County employee contract	\$20,000.00	\$21,000.00
90-72007	Janitorial service	\$2,500.00	\$2,500.00
90-72008	Legal	\$2,500.00	\$2,500.00
90-72011	Security	\$0.00	\$2,000.00
	SERVICES	\$48,925.00	\$52,925.00

	GENERAL EXPENSES		
90-72500	Bond - Chief - Notary	\$200.00	\$200.00
90-72501	Membership/Dues	\$750.00	\$850.00
90-72502	Computer supplies	\$2,300.00	\$2,300.00
90-72504	Education & fees	\$5,200.00	\$6,100.00
90-72505	Insurance - liability	\$1,000.00	\$1,000.00
90-72506	Insurance Building/Equip - contents	\$1,500.00	\$1,600.00
90-72507	Legal notices/printing	\$12,000.00	\$14,000.00
90-72508	Maint - hardware/equip	\$2,600.00	\$2,600.00
90-72509	Maint - office equip	\$1,500.00	\$1,500.00
90-72510	Mileage & travel	\$3,100.00	\$3,100.00
90-72511	Office supplies	\$3,500.00	\$3,500.00
90-72512	Postage	\$16,300.00	\$18,000.00
90-72513	Postage meter/Box rental	\$1,450.00	\$1,800.00
90-72515	Rental - copier	\$1,800.00	\$1,800.00
90-72516	Electricity	\$3,000.00	\$3,000.00
90-72517	Telephone	\$3,600.00	\$4,000.00
90-72518	Water & sewer	\$1,200.00	\$1,200.00
90-72519	Mortgage	\$17,200.00	\$17,200.00
90-72520	Building Maint	\$2,300.00	\$2,800.00
	SUBTOTAL	\$80,500.00	\$86,550.00

	CAPITAL INVESTMENTS		
90-79000	Office equipment	\$2,000.00	\$2,000.00
90-79001	Computer Equipment	\$7,200.00	\$8,200.00
	SUBTOTAL	\$9,200.00	\$10,200.00

	CONTINGENCY		
90-79002	Building Expense	\$2,200.00	\$5,200.00
90-79990	Contingency	\$3,000.00	\$3,000.00
	SUBTOTAL	\$5,200.00	\$8,200.00
	TOTAL EXPENSES	\$381,996.00	\$523,168.12

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: June 21, 2022

AGENDA ITEM CAPTION: Presentation of the Guadalupe-Blanco River Authority's Annual Budget for services in Fiscal Year 2022-2023.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On June 9, 2022, representatives of GBRA met with the City Manager, Public Works Director and Finance Director to discuss the proposed budget for the Guadalupe-Blanco River Authority's maintenance and operations costs associated with the Lockhart water and wastewater plants and the City of Luling water plant. Also presented during this meeting were the debt allocations associated with the Carrizo Groundwater Supply Project and the Luling to Lockhart water pipeline debt.

Notable changes in GBRA's proposed budget:

Water Department

- decrease in maintenance and operations of Lockhart water plant costs
- increases in debt payments for Carrizo Groundwater Supply Project and Luling to Lockhart pipeline debt

Wastewater Department

- decrease in maintenance and operations of Lockhart wastewater plant costs

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The GBRA's Proposed Budget for Fiscal Year 2022-2023 has been incorporated in the City of Lockhart's Proposed Annual Budget for Fiscal Year 2022-2023 that has been presented to the City Council during the budget workshops dated June 14 and 15, 2022.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends the approval of the GBRA's Proposed Budget for the Fiscal Year 2022-2023.

LIST OF SUPPORTING DOCUMENTS: GBRA-Lockhart Water Plant Budget, GBRA-Lockhart Wastewater Plant Budget

**Guadalupe-Blanco River Authority
Work Plan & Budget
Fiscal Year Ending August 31, 2023**

**131 - Lockhart WTP
Department ***

		FY 2022 BUDGET	FY 2023 BUDGET	FY 2023-2022 DIFFERENCE
OPERATING BUDGET				
OPERATING REVENUES				
Water Treatment				
41101	PLANT O&M	904,021	846,765	(57,256)
41102	PLANT A&G	85,275	86,810	1,535
	Total Water Treatment	989,296	933,575	(55,721)
	Total Operating Revenue	989,296	933,575	(55,721)
OPERATING EXPENSES				
Salaries				
51101	LBR-REGULAR WAGES	242,780	250,513	7,733
51102	LBR-OVERTIME	15,628	12,548	(3,080)
	Total Salaries	258,408	263,061	4,653
Benefits				
51298	BEN-BENEFIT ALLOCATION	104,655	106,540	1,885
	Total Benefits	104,655	106,540	1,885
Operating Supplies & Services				
52101	OPR-POWER & UTILITIES	56,000	56,000	-
52103	OPR-CHEMICALS	39,060	47,976	8,916
52110	OPR-SMALL TOOLS AND SUPPLIES	1,500	1,500	-
52113	OPR-LAB SUPPLIES	11,160	13,638	2,478
52114	OPR-LABORATORY SERVICES-GBRA	5,000	5,172	172
52115	OPR-LABORATORY SERVICES-OUTSOURCED	6,040	2,300	(3,740)
52120	OPR-UNIFORMS	3,800	3,800	-
52121	OPR-SAFETY & EMERGENCY EXPENSE	1,435	1,635	200
52122	OPR-SECURITY EXPENSE	1,750	1,750	-
52123	OPR-EQUIPMENT RENTAL	1,500	1,500	-
52124	OPR-EQUIPMENT EXPENSE	150	150	-
52125	OPR-VEHICLE EXPENSE	2,380	3,330	950
52126	OPR-FLEET LEASE EXPENSE	1,200	1,200	-
52133	OPR-SCADA	3,500	1,700	(1,800)

	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023-2022 DIFFERENCE
Total Operating Supplies & Services	134,475	141,651	7,176
Professional Services and Fees			
52205 OPR-PROFESSIONAL SERVICES-OTHER	3,570	3,720	150
52216 OPR-REGULATORY FEES	-	12,000	12,000
52217 OPR-INSPECTION FEES	12,000	-	(12,000)
52222 OPR-MEMBERSHIPS & PUBLICATIONS	424	424	-
52223 OPR-LICENSE & TRAINING	2,797	3,619	822
52224 OPR-TRAVEL & MEETINGS	-	2,500	2,500
Total Professional Services and Fees	18,791	22,263	3,472
Office Expenses			
52301 OPR-OFFICE SUPPLIES	750	750	-
52302 OPR-COMPUTER & SOFTWARE EXPENSE	2,875	4,250	1,375
52303 OPR-WIDE AREA NETWORK EXPENSE	3,000	1,650	(1,350)
52306 OPR-COMMUNICATIONS	5,200	5,800	600
52331 OPR-JANITORIAL SUPPLIES AND SERVICE	500	500	-
Total Office Expenses	12,325	12,950	625
Other Operating Expenses			
52420 OPR-INSURANCE EXPENSE	17,617	19,100	1,483
52430 OPR-MISC EXPENSE	250	250	-
Total Other Operating Expenses	17,867	19,350	1,483
SUBTOTAL OF OPERATIONAL EXPENSES	546,521	565,815	19,294
Maintenance and Repair Equipment			
53101 M&R-EQUIPMENT	1,300	1,550	250
53110 M&R-CONTROL SYSTEMS	1,000	2,500	1,500
53115 M&R-METERS	7,400	11,700	4,300
Total Maintenance and Repair Equipment	9,700	15,750	6,050
Structures			
53201 M&R-BUILDING	30,900	5,400	(25,500)
53205 M&R-PUMPS AND MOTORS	69,000	65,000	(4,000)
53210 M&R-GATES AND VALVES	38,100	29,500	(8,600)
53235 M&R-TRANSMISSION LINES	10,000	38,500	28,500
Total Structures	148,000	138,400	(9,600)
Other Maintenance & Repairs			
53302 M&R-WELLS	104,000	104,000	-
53310 M&R-GROUNDS/ROW	13,000	13,000	-
53325 M&R-GENERAL MAINTENANCE	82,800	9,800	(73,000)
Total Other Maintenance & Repairs	199,800	126,800	(73,000)

	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023-2022 DIFFERENCE
SUBTOTAL OF M&R EXPENSES	<u>357,500</u>	<u>280,950</u>	<u>(76,550)</u>
Administrative & General			
54100 ADMINISTRATIVE & GENERAL	<u>85,275</u>	<u>86,810</u>	<u>1,535</u>
Total Administrative & General	<u>85,275</u>	<u>86,810</u>	<u>1,535</u>
TOTAL OPERATING AND M&R EXPENSES	<u>989,296</u>	<u>933,575</u>	<u>(55,721)</u>
Net Operating Income	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance	<u>-</u>	<u>-</u>	<u>-</u>

**Guadalupe-Blanco River Authority
Work Plan & Budget
Fiscal Year Ending August 31, 2023**

**130 - Lockhart WWTP
Department ***

		FY 2022 BUDGET	FY 2023 BUDGET	FY 2023-2022 DIFFERENCE
OPERATING BUDGET				
OPERATING REVENUES				
Wastewater Treatment				
41201	WW-OPR & MAINTENANCE	1,278,181	1,416,524	138,343
41202	WW-ADMINISTRATIVE & GENERAL	114,977	117,322	2,345
41207	WW-CREDIT TO CUSTOMER	(500,000)	(800,000)	(300,000)
	Total Wastewater Treatment	893,158	733,846	(159,312)
Misc Income				
45195	MISCELLANEOUS REVENUES	500,000	800,000	300,000
	Total Misc Income	500,000	800,000	300,000
	Total Operating Revenue	1,393,158	1,533,846	140,688
OPERATING EXPENSES				
Salaries				
51101	LBR-REGULAR WAGES	328,890	338,869	9,979
51102	LBR-OVERTIME	19,526	16,651	(2,875)
	Total Salaries	348,416	355,520	7,104
Benefits				
51298	BEN-BENEFIT ALLOCATION	141,109	143,985	2,876
	Total Benefits	141,109	143,985	2,876
Operating Supplies & Services				
52101	OPR-POWER & UTILITIES	242,050	242,050	-
52102	OPR-AUXILIARY POWER EXPENSE	6,825	5,000	(1,825)
52103	OPR-CHEMICALS	32,266	44,594	12,328
52110	OPR-SMALL TOOLS AND SUPPLIES	1,500	2,500	1,000
52113	OPR-LAB SUPPLIES	16,784	19,218	2,434
52114	OPR-LABORATORY SERVICES-GBRA	41,394	41,400	6
52115	OPR-LABORATORY SERVICES-OUTSOURCED	11,163	11,542	379
52118	OPR-DISPOSAL SERVICES	242,976	284,556	41,580
52120	OPR-UNIFORMS	5,490	5,720	230

		FY 2022 BUDGET	FY 2023 BUDGET	FY 2023-2022 DIFFERENCE
52121	OPR-SAFETY & EMERGENCY EXPENSE	3,185	3,185	-
52122	OPR-SECURITY EXPENSE	4,000	4,000	-
52124	OPR-EQUIPMENT EXPENSE	3,500	3,500	-
52125	OPR-VEHICLE EXPENSE	7,010	6,860	(150)
52126	OPR-FLEET LEASE EXPENSE	1,200	-	(1,200)
52133	OPR-SCADA	3,500	1,700	(1,800)
	Total Operating Supplies & Services	622,843	675,825	52,982
	Professional Services and Fees			
52205	OPR-PROFESSIONAL SERVICES-OTHER	5,300	4,530	(770)
52216	OPR-REGULATORY FEES	-	22,500	22,500
52217	OPR-INSPECTION FEES	23,000	-	(23,000)
52222	OPR-MEMBERSHIPS & PUBLICATIONS	900	900	-
52223	OPR-LICENSE & TRAINING	2,722	4,094	1,372
52224	OPR-TRAVEL & MEETINGS	-	2,500	2,500
	Total Professional Services and Fees	31,922	34,524	2,602
	Office Expenses			
52301	OPR-OFFICE SUPPLIES	2,900	3,600	700
52302	OPR-COMPUTER & SOFTWARE EXPENSE	5,125	6,100	975
52303	OPR-WIDE AREA NETWORK EXPENSE	3,000	1,650	(1,350)
52306	OPR-COMMUNICATIONS	7,000	8,000	1,000
52331	OPR-JANITORIAL SUPPLIES AND SERVICE	1,000	1,200	200
	Total Office Expenses	19,025	20,550	1,525
	Other Operating Expenses			
52420	OPR-INSURANCE EXPENSE	24,146	24,800	654
52430	OPR-MISC EXPENSE	200	200	-
	Total Other Operating Expenses	24,346	25,000	654
	SUBTOTAL OF OPERATIONAL EXPENSES	1,187,661	1,255,404	67,743
	Maintenance and Repair Equipment			
53101	M&R-EQUIPMENT	39,900	90,950	51,050
53110	M&R-CONTROL SYSTEMS	2,000	1,000	(1,000)
53115	M&R-METERS	1,400	1,150	(250)
	Total Maintenance and Repair Equipment	43,300	93,100	49,800
	Structures			
53201	M&R-BUILDING	1,520	1,520	-
53205	M&R-PUMPS AND MOTORS	9,000	14,800	5,800
53210	M&R-GATES AND VALVES	2,000	6,000	4,000
53220	M&R-CLARIFIERS	7,700	11,200	3,500
53237	M&R UV SYSTEM	10,000	10,000	-
	Total Structures	30,220	43,520	13,300

		FY 2022 BUDGET	FY 2023 BUDGET	FY 2023-2022 DIFFERENCE
	Other Maintenance & Repairs			
53310	M&R-GROUNDS/ROW	13,000	13,000	-
53325	M&R-GENERAL MAINTENANCE	4,000	11,500	7,500
	Total Other Maintenance & Repairs	17,000	24,500	7,500
	SUBTOTAL OF M&R EXPENSES	90,520	161,120	70,600
	Administrative & General			
54100	ADMINISTRATIVE & GENERAL	114,977	117,322	2,345
	Total Administrative & General	114,977	117,322	2,345
	TOTAL OPERATING AND M&R EXPENSES	1,393,158	1,533,846	140,688
	Net Operating Income	-	-	-
	Net Change in Fund Balance	-	-	-

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: June 21, 2022

AGENDA ITEM CAPTION: Discuss allocations to Non-profit organizations for Fiscal Year 2022-2023

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: On June 7th and June 14th, the City Council received requests for funding from non-profit organizations that will provide social services within the city limits of Lockhart for its residents. These funding requests are for the upcoming Fiscal Year of 2022-2023.

The following organizations made presentations:

- CARTS
- Hays-Caldwell County Women's Center
- Cenikor Foundation
- Combined Community Action - Senior Nutrition
- Lockhart Area Senior Citizens Center
- CASA of Central Texas, Inc.
- Caldwell County Christian Ministries

Requests totaled \$49,732.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Allocations to the Draft Annual Budget for Fiscal Year 2022-2023 remain the same as last year (\$36,384). In order to fund all of the requests, an additional appropriation of \$13,348 would be required.

PREVIOUS COUNCIL ACTION: The City Council approved a 5% increase in funding to non-profit organizations for the Fiscal Year 2021-2022.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff request direction from the City Council for allocating funds to the Annual Budget for Fiscal Year 2022-2023.

LIST OF SUPPORTING DOCUMENTS: 22-23 Contribution History

City of Lockhart
Historical Summary of Contributions to Special Interest Organizations

	FY 19-20	FY 20-21	FY 21-22	2022-23 Request	FY 22-23 Council Allocation	If Council Adds 3% to FY 21-22	If Council Adds 5% to FY 21-22	If Council Adds 10% to FY 21-22
CARTS	6,287.00	6,915.70	7,261.49	6,000.00		7,479.33	7,624.56	7,987.64
Hays-Caldwell Women's Center	4,417.00	4,858.70	5,101.64	7,400.00		5,254.69	5,356.72	5,611.80
Cenikor Foundation	2,548.00	2,802.80	2,942.94	2,000.00		3,031.23	3,090.09	3,237.23
Combined Community Action-Sr. Nutrition	6,910.00	7,601.00	7,981.05	8,000.00		8,220.48	8,380.10	8,779.16
Lockhart Area Senior Citizen Center	3,751.00	4,126.10	4,332.41	4,332.00		4,462.38	4,549.03	4,765.65
CASA of Central Texas, Inc.	3,794.00	4,173.40	4,382.07	12,000.00		4,513.53	4,601.17	4,820.28
Caldwell County Christian Ministries	3,794.00	4,173.40	4,382.07	10,000.00		4,513.53	4,601.17	4,820.28
Totals	\$ 31,501.00	\$ 34,651.10	\$ 36,383.67	\$ 49,732.00	\$ -	\$ 37,475.18	\$ 38,202.85	\$ 40,022.04

\$ -

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: June 21, 2022

AGENDA ITEM CAPTION: Discuss Professional Service Agreement and Engineering Scope of Work Proposal with TRC Engineers, Inc. for the Lockhart Downtown Revitalization Project and appointing the City Manager to sign the Engineer Services Agreement, if approved.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION: During the May 3, 2022 meeting, Council requested additional information regarding the existing parking configuration downtown and the impact of Option 1B on the parking space count. TRC has prepared exhibits explaining approximate parking space conditions for the project.

On May 3, 2022, Council also approved Downtown Revitalization Option 1B as the selected design for the project and directed staff to come back with a contract for the design and scope of work for the project.

The Downtown Improvements Project Engineering Scope of Work Proposal based on Option 1B includes:

- Review field data and survey the nine block project area to establish boundaries and ROW including title research
- Conduct an extensive drainage study of the project area
- Work within the Texas Historical Commissions guidelines to protect historical features during the project
- Ensure Texas Accessibility Standards are met
- Design water, wastewater and storm drain systems in the project area
- Design traffic control elements
- Design the expansion of approximately 3,900 lf of sidewalks around the Courthouse and Retail Frontages
- Design, planting, irrigation, lighting, and electrical plan
- Provide project deliverable to the City at 30%, 60% and 90% milestones
- Engage in public outreach for the project
- Conduct the bidding for the project
- Assist City staff with inspections on a weekly basis

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PROJECT SCHEDULE (if applicable): Design Proposal Approved by Lockhart City Council-
June 21, 2022

Design- June 21, 2022 to June 21, 2023

Permitting- June 21 to September 21, 2023

Bidding- September 21 to December 21, 2023

Construction- December 21, 2023 to December 31, 2025

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$1,197,393

Account Number: 416-1100-00

Funds Available: \$2,037,472

Account Name: Series 2015 Certificate of Obligation

FISCAL NOTE (if applicable): The Downtown Project was allocated \$4,767,079 from the Series 2015 Certificate of Obligation for capital improvements and engineering.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approving the Professional Service Agreement and Engineering Scope of Work Proposal with TRC Engineers, Inc. for the Lockhart Downtown Revitalization.

LIST OF SUPPORTING DOCUMENTS: Downtown Parking Space Count, TRC Professional Services for Single Project - Lockhart Downtown

DOWNTOWN REVITALIZATION PROJECT

CITY COUNCIL PRESENTATION

JUNE 2022



RIALTO STUDIO
LANDSCAPE ARCHITECTURE

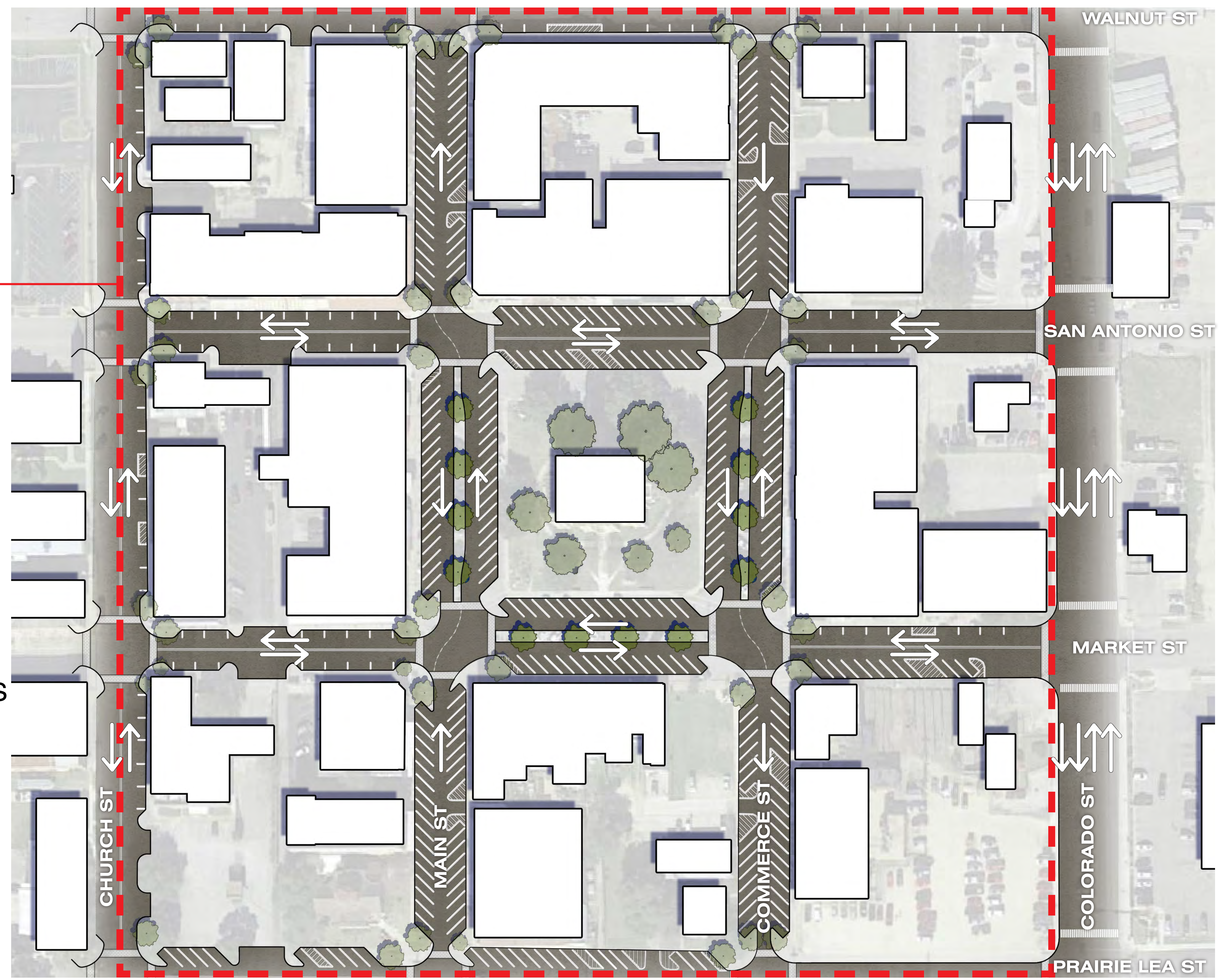


373 EXISTING PARKING SPACES IN 9-BLOCK FOCUS AREA



APPROXIMATELY 376 PROPOSED PARKING SPACES IN 9-BLOCK FOCUS AREA

- ESTIMATED TO GAIN APPROXIMATELY 3 PARKING SPACES OVERALL
 - + APPROXIMATE DUE TO:
 - ON-STREET DUMPSTERS
 - LOADING ZONES
 - DRIVEWAY AND ALLEY ACCESS
 - FIRE HYDRANTS
 - ADA PARKING REQUIREMENT
 - BUSINESS USAGE
- CONVERT APPROXIMATELY 53 PARKING SPACES TO PARALLEL CONFIGURATION, MOSTLY ON WALNUT AND CHURCH STREETS
- STREET DESIGN IMPROVES SAFETY, TRAFFIC FLOW, AND RESULTS IN:
 - + APPROXIMATELY 7 MORE ANGLED PARKING SPACES ON MAIN STREET
 - + APPROXIMATELY 13 MORE ANGLED PARKING SPACES ON COMMERCE STREET



SCHEDULE

DESIGN PROPOSAL APPROVED BY COUNCIL

JUNE 21, 2022

DESIGN

JUNE 21, 2022 TO JUNE 21, 2023

PERMITTING

JUNE 21 TO SEPTEMBER 21, 2023

BIDDING

SEPTEMBER 21 TO DECEMBER 21, 2023

CONSTRUCTION

DECEMBER 21, 2023 TO DECEMBER 31, 2025



RIALTO STUDIO
LANDSCAPE ARCHITECTURE



PROFESSIONAL SERVICES AGREEMENT for a SINGLE PROJECT

This Professional Services Agreement for a Single Project (“**Agreement**”) is made this ____ day of _____, 2022 (“**Effective Date**”) by and between City of Lockhart, P.O. Box 239, Lockhart, Texas 78644, (“**Client**”), and [TRC Engineers, Inc. 505 E. Huntland Drive, Suite 250, Austin, Texas 78752 (“**TRC**)”). Sometimes herein Client and TRC are referred to individually as a “**Party**” and collectively as the “**Parties**.”

Whereas, Client desires to contract with TRC to provide professional services on a nonexclusive basis; and

Whereas, TRC is willing to provide professional services on a nonexclusive basis; and

Now Therefore, the Parties understand, acknowledge, and agree that this Agreement will establish the terms and conditions for certain Work specifically identified herein to be performed by TRC.

CONSPICUOUS AND FAIR NOTICE

EACH PARTY REPRESENTS TO THE OTHER THAT (1) IT HAS CONSULTED AN ATTORNEY CONCERNING THIS AGREEMENT OR, IF IT HAS NOT CONSULTED AN ATTORNEY, IT WAS PROVIDED THE OPPORTUNITY AND HAD THE ABILITY TO DO SO, BUT MADE AN INFORMED DECISION NOT TO DO SO, AND (2) IT FULLY UNDERSTANDS ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

ARTICLE 1. WORK, AGREEMENT DOCUMENTS AND PROJECT INFORMATION

- 1.1 Work. TRC will perform the consulting, engineering, and/or other professional services, as set forth in detail in Exhibit A (the “**Work**”).
- 1.2 Agreement Documents. TRC will perform the Work in accordance with the terms, provisions, conditions, and specifications set forth in the following documents, all of which are incorporated herein by this reference, and which together form the Agreement Documents:
 - (a) This Agreement, any purchase order issued by Client incorporating this Agreement, any fully executed amendments, and/or Change Orders;
 - (b) Exhibit A – Project Information, Scope of Work, Contract Price, and Contract Time; and
- 1.3 Interpretation. In the event of any conflict or inconsistency between or among any of the Agreement Documents, the order of precedence is as stated above unless expressly stated otherwise herein. In the event of any conflict or inconsistency between or among the terms or conditions established in a Change Order or amendment and the Agreement, terms of such Change Order or amendment will take precedence over those of the Agreement.
- 1.4 Defined Terms. Some capitalized terms used in the Agreement are defined in Exhibit A. Any term defined in Exhibit A will have the same meaning throughout the Agreement, and any term defined in the Agreement will have the same meaning in any exhibit.

ARTICLE 2. COMPENSATION

- 2.1 Pricing. TRC will bill for its Work on a not to exceed lump sum, as set forth in Exhibit A.
- 2.2 Invoicing. TRC will submit monthly invoices for Work rendered in the prior month.

- (a) Lump Sum. TRC will invoice on the basis of percentage of completion of Work.
 - (b) Disputed Invoices. If Client objects to all or any portion of an invoice, it must notify TRC in writing detailing the nature of the objection within seven (7) days from the date of receipt of the invoice and must pay any undisputed portion of the invoice as provided in Section 2.3 below. The Parties will confer immediately after Client advises of a dispute and the Parties will make every effort to immediately resolve the disputed portion of the invoice. If the Parties fail to reach agreement at the project level on a disputed invoice within thirty (30) days of the date of the invoice, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 2.3 Payment Terms. Except as provided in Section 2.2(c) above, Client must pay all invoices via wire transfer no later than thirty (30) days after the date of the invoice.
- 2.4 Failure to Pay. Interest will accrue on all delinquent payments at the rate of 1.5% per month, or the highest rate permissible under applicable law, whichever is less, starting on the 31st day after the date of an invoice. Additionally, if Client does not pay TRC within forty-five (45) days of the date of an invoice, then, upon seven (7) days' written notice to Client, TRC may suspend performance of the Work and any Deliverables until it receives payment of the amount owing. Additionally, Client will reimburse TRC for all reasonable costs incurred by TRC in collecting any overdue payments and related interest, including, without limitation, reasonable attorneys' fees, other legal costs, court costs, and collection agency fees.
- 2.5 Records/Audit. TRC will keep complete and accurate records in accordance with generally accepted accounting practices with respect to all amounts invoiced by TRC under this Agreement. TRC will keep such records pertaining to each invoice for two (2) years after the date of the invoice. If an audit is commenced within such two (2) year period, Client must provide TRC with advance written notice of the audit, such audit may only be performed during normal business hours, and such audit shall not extend to TRC's overhead, markups, profit/loss information, fixed rates, unit prices, prices expressed as percentages, or any trade secrets.

ARTICLE 3. TIME FOR PERFORMANCE, DELAYS

- 3.1 Time for Performance. TRC will use commercially reasonable efforts to perform the Work within the Contract Time to the extent consistent with the terms of this Agreement, the Standard of Care defined below, and the orderly progress of the Work.
- 3.2 Completion. TRC's Work will be considered complete at the earlier of: (i) the date when TRC's Deliverables are reasonably accepted by Client; or (ii) thirty (30) days after the date when the last of TRC's Deliverables are submitted for final acceptance if Client does not notify TRC in writing within such 30-day period that the Deliverables fail to conform to the requirements of the Agreement.

ARTICLE 4. ADDITIONAL AND CHANGED WORK, DELAYS

- 4.1 Work Added or Changed by Client. No changes or additions shall be made to work descriptions or specifications of Client unless ordered and acknowledged in writing by a properly authorized representative of Client in writing ("**Change Order**"). Client shall provide TRC with an equitable adjustment in compensation and time for performance to the extent they are impacted by the additional or changed Work. TRC shall not commence any changed or additional Work until TRC has advised the Client that such requested Work is not covered by Attachment A, the parties have agreed in writing to the costs associated with TRC's performance of said additional or changed

Work and TRC has received written approval from the Client to proceed with the additional or changed Work.

- 4.2 Force Majeure Events. No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), to the extent such failure or delay is caused by a Force Majeure Event. The term “**Force Majeure Event**” means any event which: (a) is not within the reasonable control of the affected Party; and (b) causes the affected Party to be delayed in performance of, or unable to perform, its obligations under this Agreement. Subject to the foregoing, Force Majeure Events include, but are not limited to: drought; fire; flood; extreme weather conditions; earthquake; lightning; epidemic; war (whether declared or undeclared); acts of terrorism, or damage resulting therefrom; acts of God or the public enemy; explosion; rebellion; riot; civil disturbance; sabotage; vandalism; actions of third parties; actions of a court or other governmental entity; actions of, or failure to act by, regulatory agencies; any change in law applicable to this Agreement; strikes or other concerted acts of workers; accidents in shipping or transportation; and the closing or congestion (beyond reasonably foreseeable levels) in any harbor, dock, port, canal, or other adjunct of the shipping or navigation of or within any place. The Party affected by a Force Majeure Event: (i) must promptly notify the other Party by email; (ii) is relieved from fulfilling its contractual obligations during the continuance of the Force Majeure Event to the extent the inability to perform is caused by the Force Majeure Event; (iii) as soon as reasonably possible after the Force Majeure, must fulfill or resume fulfilling its obligations hereunder; (iv) must promptly notify the other Party by email of the cessation or partial cessation of the Force Majeure Event; and (v) will be entitled to equitable compensation and an equitable adjustment of the Contract Time to neutralize the effect of the Force Majeure Event. Within a reasonable time after cessation of the Force Majeure Event, any Party claiming additional time and/or compensation must provide the other Party with supporting information to substantiate its position. If the Parties fail to reach agreement at the project level on an amendment or a Change Order within thirty (30) days’ of the submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 4.3 Impacts to the Work. TRC will be entitled to equitable compensation for, and an equitable adjustment of the Contract Time to the extent impacted by, any additional or changed Work as a result of any actions or circumstances not the fault of TRC which impact the Work, including, but not limited to: a failure of Client to perform or cause performance of its obligations in accordance with the Agreement, including, but not limited to, failure to provide necessary access or Information; failure to provide necessary comments in connection with the development of any Deliverables; interference with or delay of any Work caused by Client, or other party for whom Client is responsible; any error, omission, or ambiguity in Information; changes in site conditions; and delays in obtaining, or the absence, suspension, termination, or failure of renewal of, any permit, license, or governmental authorization.
- 4.4 TRC Change Order Requests. Whenever TRC discovers an event or a condition has impacted its Work so as to constitute a basis for a change in compensation or schedule, TRC will notify Client by email promptly after discovery of the event or condition, advising Client of the nature of the impact and requesting a Change Order. Within a reasonable time thereafter, TRC will provide Client supporting information to substantiate TRC’s position. If the Parties fail to reach agreement at the project level on a Change Order request within thirty (30) days’ of TRC’s submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.

- 4.5 Delays by TRC. If the Work is not progressing in accordance with the project schedule due to TRC's fault, TRC will take appropriate corrective measures at TRC's expense, which may include working overtime or adding staff, to the extent the delays are caused by TRC's fault.

ARTICLE 5. CLIENT'S RESPONSIBILITIES

- 5.1 Client Information. Client will furnish to TRC all existing studies, reports, surveys, inspections, Project Site evaluations, data, and other information available or that becomes available to Client and pertinent to TRC's performance of the Work ("**Information**"), authorize TRC to obtain additional Information as required; and furnish the services of others where necessary for the performance of the Work. TRC will be entitled to use and rely on the completeness and accuracy of all such Information.
- 5.2 Access. Where necessary for performance of the Work, Client will arrange for TRC access to any site or property.
- 5.3 Subsurface Investigations. If the Work involves subsurface investigation, excavation, or drilling, Client must provide TRC with assistance in locating underground structures or utilities in the vicinity of any such activities. If despite commercially appropriate practices neither Client nor TRC can confirm the location, Client agrees that TRC is not responsible for any costs associated with, and accepts all liability and costs associated with, the repair, replacement, or restoration of any damage caused by the performance of the Work.
- 5.4 Communication. Client will designate an authorized representative to be responsible for communications and consultation with TRC, and who will have the authority to make decisions necessary for TRC to perform its Work.

ARTICLE 6. TRC'S OBLIGATIONS AND WARRANTY

- 6.1 Standard of Care. TRC will perform the Work consistent with the professional skill and care ordinarily provided by the same type of professional, for a project of similar size, scope, and complexity during the time which the Work is provided, and in a similar locality, under similar circumstances ("**Standard of Care**").
- 6.2 Warranty for Materials. In the event TRC procures Materials pursuant to this Agreement, TRC warrants to Client that the Materials will be new and free of defects in workmanship ("**Warranty**").
- 6.3 Remedies. If TRC's Work fails to meet the Standard of Care ("**Nonconforming Work**"), or if any Materials fail to meet the Warranty ("**Defective Materials**"), and if Client provides written notice to TRC of such failure no later than one (1) year after completion of the Work ("**Correction Period**"), at TRC's option TRC will within a reasonable time after receipt of written notice: (a) re-perform the Non-conforming Work; (b) repair or replace the Defective Materials; or (c) refund the amount of compensation paid to TRC for such Non-conforming Work and/or Defective Materials. In no event will TRC be required to bear the cost of gaining access in order to perform its obligations under this Section 6.3.
- 6.4 Warranty Limitation. THE STANDARD OF CARE IS NOT A WARRANTY OR GUARANTEE, AND TRC HAS NO SUCH OBLIGATION, EXPRESS OR IMPLIED, WITH RESPECT TO PROFESSIONAL SERVICES. NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO REQUIRE TRC TO PERFORM PROFESSIONAL SERVICES TO ANY HIGHER STANDARD OR HAVE ANY OBLIGATION IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN EXCESS OF WHAT IS REQUIRED BY THE STANDARD OF CARE, AND

THIS SECTION WILL CONTROL OVER ANY CONTRARY PROVISION. OTHER THAN THE EXPRESS WARRANTIES CONTAINED HEREIN, TRC DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. SUBJECT TO TRC'S LIABILITY UNDER SECTION 9.2, CLIENT'S EXCLUSIVE REMEDIES AND TRC'S ONLY OBLIGATIONS ARISING OUT OF A CLAIM FOR NONCONFORMING WORK OR DEFECTIVE MATERIALS FOLLOWING SUBSTANTIAL COMPLETION OF THE WORK WILL BE THOSE STATED IN THIS ARTICLE 6.

- 6.5 Licenses. TRC will obtain in TRC's name the known licenses, permits, or other approvals from any governmental agency or regulatory body that are necessary for TRC to perform the Work.
- 6.6 Resources. TRC will obtain all tools, equipment, materials, software, and licenses that are necessary for TRC to perform the Work.
- 6.7 Employees. TRC will employ, discharge, pay, control, and direct its employees. TRC will employ only skilled professionals for Work requiring special qualifications.
- 6.8 Inspections. If the Work includes inspections during or after construction based upon TRC-prepared drawings or specifications, TRC will, consistent with the Standard of Care, inspect to determine in general if the construction work conforms to the requirements of the drawings or specifications, but the sole responsibility for compliance with drawings and specifications will be with the entity performing the construction.
- 6.9 Communication. TRC will designate an authorized representative to be responsible for communications and consultation with Client, and who will have the authority to make decisions necessary for TRC to perform its Work. TRC will advise Client at regular intervals of the status of the Work.

ARTICLE 7. CONFIDENTIALITY

- 7.1 Confidentiality Agreement. Except as otherwise required by the Texas Public Information Act, each Party agrees it will treat as confidential and not disclose Confidential Information to any third parties. The term "**Confidential Information**" includes: (i) all information, materials, or products developed pursuant to this Agreement; and (ii) information about a Party's business affairs, employees, finances, services, intellectual property, trade secrets, and other sensitive, marketing or proprietary information, whether orally or in written, electronic, or other form or media. The Party receiving Confidential Information is not permitted to reveal such Confidential Information to any third party without written consent from an authorized representative of the Party disclosing the Confidential Information.
- 7.2 Remedy. The Parties agree that the actual or threatened disclosure or use of any Confidential Information will cause irreparable harm to the disclosing Party, and that the disclosing Party will be entitled, without prejudice or limit to any other remedy, to obtain injunctive relief to prevent such unauthorized use or disclosure.
- 7.3 Communications with Third Parties. To the extent the Work requires TRC to communicate with any third party including, but not limited to, owners of the Project Site or other locations, former employees, current employees, or government authorities, TRC shall so inform Client. For all such communications, Client releases TRC from claims of breach of confidentiality, waiver of privilege, or otherwise associated with any such communications.

ARTICLE 8. INSURANCE

- 8.1 Required Insurance Coverage. TRC will obtain and maintain insurance of the types and amounts set forth herein. All insurance, except Worker's Compensation/Employer's Liability and Professional Liability Insurance, shall name the Client as an additional insured. The insurance will be in effect before Work commences and will remain in effect until completion of the Work. TRC will require any subcontractors to obtain and maintain coverages appropriate to their scope of work. TRC will have the following insurance coverage:
- (a) Worker's Compensation Insurance and Employer's Liability Insurance as required by the law of the state in which the Project is located, but Employer's Liability coverage will be in the amount of \$1,000,000 each accident;
 - (c) Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident;
 - (d) Commercial General Liability Insurance in the amount of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate; and,
 - (e) Professional Liability Insurance in the amount of \$1,000,000 each claim and \$2,000,000 annual aggregate.
- 8.2 Certificates of Insurance. Prior to commencing Work, TRC will furnish Client with certificate(s) of insurance evidencing compliance with the insurance requirements herein. Renewal certificates will be provided to Client upon the expiration of any required insurance policies. No policy will be cancelled or not renewed without thirty (30) days' prior written notice to Client.

ARTICLE 9. INDEMNITY

- 9.1 Definitions.
- (a) **"TRC Group"** means TRC and its subcontractors of all tiers, and each of their parent, subsidiary, and affiliated companies, and all of their officers, directors, and employees.
 - (b) **"Client Group"** means Client and its parent, subsidiary and affiliated companies, and all of their officers, directors, representatives and employees.
 - (c) **"Losses"** means any and all damages, costs, or expenses, including, but not limited to, reasonable attorneys' fees, expert fees, and expenses and costs of litigation.
 - (d) **"Claims"** means all third-party claims, lawsuits, demands, or actions.
- 9.2 TRC'S INDEMNITY OBLIGATIONS.
- (a) **TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM ANY AND ALL LOSSES ARISING OUT OF CLAIMS TO THE EXTENT SUCH CLAIMS ARE CAUSED BY TRC'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS IN THE PERFORMANCE OF ITS PROFESSIONAL SERVICES UNDER THIS AGREEMENT.**
 - (b) **WITH THE EXCEPTION OF CLAIMS ARISING UNDER SECTION 9.2(a), TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM LOSSES, AND WILL DEFEND CLIENT GROUP**

FROM CLAIMS, DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TRC IN THE PERFORMANCE OF ITS WORK.

- 9.3 **CLIENT'S INDEMNITY OBLIGATIONS.** CLIENT WILL, TO THE EXTENT ALLOWED BY LAW, INDEMNIFY AND HOLD HARMLESS TRC GROUP FROM LOSSES ARISING OUT OF CLAIMS DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CLIENT IN THE PERFORMANCE OF THIS AGREEMENT. ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE EVENT TRC PERFORMS INTRUSIVE GROUND EXPLORATIONS OR INVESTIGATIONS, INCLUDING BUT NOT LIMITED TO, EXCAVATION, DRILLING, BORING, OR PROBING ("SUBSURFACE INVESTIGATION") AS PART OF THE WORK, CLIENT WILL, TO THE EXTENT ALLOWED BY LAW, INDEMNIFY TRC GROUP FROM AND AGAINST LOSSES RESULTING FROM, OR ARISING OUT OF, CLAIMS FOR DAMAGES TO SUBSURFACE OR UNDERGROUND UTILITIES OR STRUCTURES, INCLUDING BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, WATER, OR SEWER UTILITIES, WHOSE LOCATIONS WERE NOT DESIGNATED OR IDENTIFIED TO TRC PRIOR TO THE COMMENCEMENT OF ANY SUBSURFACE INVESTIGATION.
- 9.4 **RISK OF LOSS TO THE WORK.** ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IT IS UNDERSTOOD AND AGREED THAT CLIENT BEARS ALL RISK OF LOSS OF OR DAMAGE TO THE WORK AND THE FACILITIES WHICH ARE THE SUBJECT OF THE WORK INCLUDING ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, AND CLIENT HEREBY, TO THE EXTENT ALLOWED BY LAW, RELEASES AND SHALL DEFEND, INDEMNIFY, AND HOLD TRC INDEMNITEES HARMLESS FROM ANY SUCH LOSS OR DAMAGE, HOWEVER SUCH LOSS OR DAMAGE SHALL OCCUR.
- 9.5 **CONDITIONS PRECEDENT.** EACH PARTY AGREES THAT AS A CONDITION PRECEDENT TO ITS OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS, THE INDEMNIFIED PARTY MUST GIVE PROMPT WRITTEN NOTICE TO THE INDEMNIFYING PARTY OF ANY CLAIM COVERED BY ARTICLES 9 OR 10, OR ANY OTHER INDEMNIFICATION CLAUSE IN THIS AGREEMENT.

WHERE LIABILITY IS ATTRIBUTABLE TO THE JOINT NEGLIGENCE OR FAULT OF TRC AND CLIENT OR ANY CLIENT INDEMNITEE, TRC'S DUTY OF INDEMNIFICATION SHALL BE LIMITED TO TRC'S OR TRC'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS ALLOCABLE SHARE OF JOINT NEGLIGENCE OR FAULT. HOWEVER, NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY HEREIN, TRC'S INDEMNITY OBLIGATIONS ARE LIMITED TO THAT PROPORTIONATE PERCENTAGE OF FAULT OF THE CLAIMS OR DAMAGES THAT DIRECTLY ARISE FROM TRC'S ACTIONS OR INACTIONS, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF LAW OR FINAL RESOLUTION BY AN ARBITRATOR OR PANEL OF ARBITRATORS OR BY AGREEMENT BETWEEN THE PARTIES. TRC'S INDEMNITY OBLIGATIONS UNDER THIS SECTION SHALL NOT INCLUDE AN OBLIGATION FOR TRC TO INDEMNIFY AND DEFEND CLIENT OR ANY CLIENT INDEMNITEE FOR CLIENT'S OR ANY CLIENT INDEMNITEE'S NEGLIGENT ACTS AND FAULT.

ARTICLE 10. HAZARDOUS SUBSTANCES AND POLLUTION

- 10.1 **Pre-existing Conditions.** Client and TRC acknowledge that, prior to the start of this Agreement, TRC has not generated, handled, stored, treated, transported, disposed of, or in any way taken responsibility for any toxic or hazardous substance, including any contaminated soils, wastes, or substances, as defined by law ("**Hazardous Substances**") at the Project Site. Any Hazardous Substances originating with or generated by Client, or any pre-existing Hazardous Substances which are in, on, under, or migrating from the Project Site, or any Hazardous Substances introduced to the Project Site by any party other than TRC Group (collectively, "**Non-TRC Hazardous**

Substances”), shall, as between TRC and Client, remain the sole and exclusive property of Client, it being the intention of the Parties that Client be solely responsible for such Non-TRC Hazardous Substances and shall be regarded as the owner and generator of all such Non-TRC Hazardous Substances for all purposes.

- 10.2 **Hazardous Substances Encountered During the Work; Disposition of Samples.** Client recognizes that, when it is known, assumed, or suspected that Hazardous Substances exist on or beneath the surface of the site of the Work, or within any structure thereon, certain sampling materials such as drill cuttings and drill fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly, when TRC encounters Hazardous Substances during performance of the Work, such as when sampling is included in the scope of Work, and when determined by TRC in its sole and exclusive judgment to be necessary based on TRC’s assessment of the degree of contamination, hazard, and risk, TRC will: promptly inform Client that containerization and labeling will be performed; will appropriately contain and label such materials; and will leave the containers on the Project Site for proper, lawful removal, transport, and disposal by Client. All samples of soil, groundwater, waste, rock, or other materials collected from the site will remain the property of Client and will be returned to Client by TRC within thirty (30) days after submission of TRC’s report, unless applicable law requires the retention or other disposition of such samples. All costs associated with the disposition or returning of samples will be charged to Client. TRC will not sign any hazardous waste manifests or bills of lading, and all such manifests and generator numbers will be in the name of, and signed by, Client. Nothing contained in this Agreement will be construed or interpreted as requiring TRC, its officers, agents, servants, or employees to assume the status of a generator, storer, treater, transporter, disposer of hazardous substances, arranger for disposal of hazardous substances, or disposal facility as those terms appear within the Resource Conservation Recovery Act, 42 USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the treatment, storage, transportation or disposal of waste.
- 10.3 **TRC INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, TRC SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS, ALL MEMBERS OF CLIENT GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO ANY HAZARDOUS SUBSTANCES BROUGHT TO OR RELEASED AT THE PROJECT SITE BY TRC Group.
- 10.4 **CLIENT INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO THE PRESENCE AT THE PROJECT SITE OF NON-TRC HAZARDOUS SUBSTANCES. CLIENT SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS ALL MEMBERS OF TRC GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO ANY NON-TRC HAZARDOUS SUBSTANCES DISCOVERED AT, BROUGHT TO, OR RELEASED AT THE PROJECT SITE, OR LEFT ON THE PROJECT SITE AFTER CONTAINERIZATION BY TRC.

ARTICLE 11. ALLOCATION OF RISK

- 11.1 **Client’s Separate Contractors.** The Parties expressly acknowledge and agree that unless otherwise expressly provided for in Exhibit A, during the performance of the Work TRC shall not (a) supervise, direct or control Client’s other contractors or subcontractors at any tier; (b) have authority over or responsibility for the means, methods, techniques or sequences of work performed by such other contractors or subcontractors; (c) be responsible for job site safety or enforcement of

federal, state, local or other safety requirements in connection with the work performed by such other contractors or subcontractors; (d) be responsible for inspecting equipment or tools used by such other contractors or subcontractors; (e) be liable for any failure of such other contractors or subcontractors to comply with applicable laws, rules, regulations, ordinances, codes, permit stipulations, or orders; or (f) be liable for the acts or omissions of such other contractors or subcontractors including their failure to perform in accordance with their contractual responsibilities.

- 11.2 Mutual Waiver of Consequential Damages. Notwithstanding anything to the contrary in this Agreement, TRC and Client waive any and all claims against each other, and under no circumstances shall either Party be liable to the other, for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages, and regardless of whether a Party's claim against the other Party is based in contract (including contract termination), indemnity, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes, but is not limited to, rental expenses, loss of use, loss of production, loss of income, loss of profit (except profit arising directly from the Services), loss of financing, loss of business, and loss of reputation.
- 11.3 Limit of Liability. To the fullest extent permitted by law, the total liability in the aggregate of TRC and its employees, subcontractors, or suppliers to Client and anyone claiming by, through or under Client, on all claims of any kind arising out of or in any way related to TRC's Work, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability, indemnity, or breach of contract, will not exceed one hundred percent (100%) of the compensation received by TRC under this Agreement, unless such claim is covered by insurance and in such case shall be the limit of the insurance coverage up to the specific limits set forth in this Agreement . All such liability will terminate upon the expiration of the Correction Period specified in Section 6.3. THIS SECTION SETS FORTH TRC'S SOLE LIABILITY AND ENTIRE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY FOR ANY ACTION BROUGHT AGAINST TRC.

ARTICLE 12. DELIVERABLES

- 12.1 Ownership of Deliverables. All Deliverables are instruments of service in respect of the Project, and, if delivered to Client during the term of this Agreement, will become the property of Client upon payment therefor. Notwithstanding the foregoing, Client's ownership of the Deliverables will not include any ownership interest in TRC's preexisting information including, but not limited to, computer programs, software, patents, patents pending, standard details, templates, figures or specifications, or TRC's seal, stamp, or certification. Furthermore, Client understands and agrees that TRC is a developer of computer software and that TRC may use its own proprietary software, as well as others properly licensed to TRC, in the performance of the Work, and may develop other proprietary software during the course of performing the Work, which may include preliminary database formats and spreadsheets as well as programming procedures and code. Client understands and agrees that all such programs, efforts, and materials are and will be the exclusive property of TRC (and/or third parties). Additionally, except for the Deliverables, all field data and notes, laboratory test data, calculations, estimates, and other documents prepared by TRC will remain the property of TRC.
- 12.2 Ownership and Use of Deliverables. Contractor agrees that items such as plans, drawings, photos, designs, studies, specifications, data, computer programs, schedules, technical reports, or other work products which is/are specified to be delivered under this Agreement, and which is/are to be paid for by the City, upon all payments due under this Agreement, is/are subject to the rights of the

City in effect on the date of execution of this Agreement. Subject to the last sentence in this section and exceptions stated herein, these rights include the right to use, duplicate and disclose such items, in whole or in part, in any manner and for whatever purpose; and, to have others do so; provided, however, that any use on any project other than this Project, or any duplication or disclosure, shall be at the City's risk and without liability or legal exposure to TRC. If an item produced by Contractor is copyrightable, Contractor may copyright it, subject to the rights of the City as set forth in this Section 12.2. The City reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, modify and use such items and to authorize others to do so; provided, however, that any use on any project other than this Project, or any such reproduction, publishing, or modification, shall be at the City's risk and without liability or legal exposure to TRC. Contractor shall mark all confidential or proprietary information as such prior to furnishing it to the City. Notwithstanding anything to the contrary contained herein, the City agrees that all rights and licenses afforded to the City in this section are limited to the use by the City exclusively for the City and not commercially or with an intent to profit from such information, and the City agrees to keep such information confidential from all parties not directly involved in the permitted use of such information unless required to release the information pursuant to the Texas Public Information Act, Chapter 552, Texas Government Code.

- 12.3 Unauthorized Use of Deliverables. Client is prohibited from providing examples of TRC's Work to any individual or entity known by, or that reasonably should be known by Client, to be a competitor of TRC for the purpose of reducing or eliminating the Work associated with this Agreement. Furthermore, Client is prohibited from providing any statistical sampling information on assessment issues, including but not limited to statistical sampling information on production rates, remedy rates, numbers of pole change outs, types of violations, etc., that is provided to Client by TRC, all of which must be treated by Client as Confidential Information. In the event any Deliverables are utilized or disclosed by Client in any manner outside the scope of, or prohibited by, this Agreement, TRC reserves the right to notify directly any third party of the limitations of its unauthorized use of the Deliverables. Client expressly acknowledges that this reservation by TRC is necessary to protect and preserve TRC's professional reputation with respect to its work product.

ARTICLE 13. SAFETY

- 13.1 Client's Safety Requirements. Client must inform TRC of any written safety procedures and regulations applicable to the Project Site known to Client, as well as any special safety concerns or dangerous conditions at the Project Site. TRC and its employees will adhere to the written safety procedures and regulations provided by Client.
- 13.2 Project Site Safety. TRC commits to providing a safe and healthy work environment for its personnel and will require the same of its subcontractors. TRC shall be responsible for the health and safety of its employees and be responsible for its activities, and shall at all times conduct its operations under this Agreement in a manner to avoid risk of endangerment to the health and safety of persons and property. Unless expressly included in the scope of Work, TRC will not have any responsibility for overall job safety for the Project or at the Project Site. If TRC determines that its field personnel are unable to access required locations or perform required Work in conformance with applicable safety standards, TRC may suspend performance until its personnel can safely perform their work. TRC will promptly provide Client with written notice of the location and nature of the unsafe conditions. If Client fails to provide safe access within a reasonable time, TRC may terminate or suspend its performance in accordance with Article 14.
- 13.3 Reporting of Incidents. In the event TRC is involved in any loss, injury, or damage on Client's premises, or if such injury, loss or damage involves property, equipment, or personnel of Client, or if such accident involves any third party in any manner whatsoever while TRC is performing any

duties within the scope of this Agreement, TRC will promptly report such injury, loss, or damage to the attention of Client's designated representative. If the matter involves loss of life, serious injury, or substantial property loss or damage, this report will be made by telephone call, followed immediately by a report in writing sent via email. If the matter is of a less serious nature, notification may be made by email or by letter posted in regular United States mail. All injuries, loss or damage must be reported. The reporting of any such matter will not imply any admission of liability on the part of TRC.

ARTICLE 14. TERMINATION AND SUSPENSION

- 14.1 Termination for Default. In the event of a material breach of this Agreement by either Party, the nonbreaching Party may give written notice to the breaching Party of the nature of the default and demand for cure. If the breaching Party fails to cure or materially commence to cure within ten (10) calendar days from receipt of the default notice, the non-breaching Party may provide a written notice of termination of the Agreement to the breaching Party.
- 14.2 Termination or Suspension for Convenience. Either Party may terminate or suspend this Agreement, in whole or in part by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination.
- 14.3 Termination for Insolvency. Either Party has the right to immediately terminate the Agreement, by providing written notice to the other Party, in the event that (a) the other Party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (b) a substantial part of the other Party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.
- 14.4 Payments Due Post-Termination. TRC will be entitled to receive payment for all Work performed prior to the effective date of the suspension or termination, plus all reasonable costs associated with the suspension or termination, including, but not limited to, demobilization costs, re-stocking fees, cancellation fees, and costs incurred with respect to non-cancellable commitments. If the suspension or termination is the result of TRC's breach, prior to paying TRC, Client will be entitled to offset its reasonable, direct, documented losses to the extent caused by TRC's breach.
- ## **ARTICLE 15. DISPUTE RESOLUTION**

- 15.1 Negotiation by Executives. The Parties will attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to the project or the Agreement or the breach thereof ("**Dispute**") promptly by negotiation. When either Party determines it has exhausted its efforts to resolve a Dispute at the Project level, that Party may provide written notice to the other Party of the Dispute. Within 15 days after the date of such notice, executives of both Parties who have authority to agree to a settlement of the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement will meet at a mutually acceptable time and place (or, otherwise, at the Project Site), and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this subsection are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Parties do not resolve the Dispute within sixty (60) days of a Party notifying the other of the Dispute, unless extended by mutual agreement, either Party may commence litigation.
- 15.2 Governing Law, Jurisdiction, Venue. Unless otherwise required by law, this Agreement, and any act or transactions to which they will apply, or which are contemplated hereby or hereunder, will

be governed by, and construed and interpreted in accordance with, the laws of the State of Texas without regard to choice of law or conflicts of law principles. This choice of law expressly includes the applicable statutes of limitation. Venue for all actions under the Agreement will be in Caldwell County, Texas.

- 15.3 Prevailing Party. In the event of any binding dispute resolution proceeding, declaratory or otherwise, brought by a Party arising out of or relating to this Agreement, including but not limited to any breach or default of the Agreement, the prevailing Party will be entitled to recover from the other Party any and all expenses of litigation, court costs, expert and consultant fees, employee time and expenses, and reasonable attorneys' and other legal fees associated with such proceedings (collectively, "**Litigation Expenses**"), accruing as of commencement of the proceeding and including execution and collection of any award or judgment. Notwithstanding the foregoing, if a written offer of compromise is made by either Party that is not accepted by the other Party within thirty (30) days after receipt and the Party not accepting such offer fails to obtain a more favorable judgment or award, the non-accepting Party will not be entitled to recover its Litigation Expenses (even if it is the prevailing Party) and will be obligated to pay the Litigation Expenses of the offering Party.

ARTICLE 16. MISCELLANEOUS

- 16.1 Independent Contractor and Waiver of Benefits. TRC is an independent contractor and will not be regarded as an employee or agent of Client. TRC agrees that it will not receive, and is not eligible to participate in, any employee benefit plan, insurance program, disability plan, medical benefits plan, or any other fringe benefit program sponsored and maintained by Client for its regular active employees and Client hereby waives any rights or claims related thereto.
- 16.2 Compliance with Laws. TRC will observe all applicable provisions of the federal, state, and local laws and regulations, including those relating to equal opportunity employment.
- 16.3 Severability. If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement will remain in full force and effect, and will in no way be affected, impaired, or invalidated thereby.
- 16.4 Waiver. Any waiver by either Party or any provision or condition of this Agreement will not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition unless such waiver is so expressed in writing and signed by the waiving Party.
- 16.5 Assignment. Neither Party will assign or transfer this Agreement without the prior written consent of the other Party. Moreover, as a condition of any such written consent, such assignment will be subject to the terms and conditions herein and no greater rights or remedies will be available to the assignee. In the event of an assignment by Client, Client will provide TRC with the information necessary for notices and invoicing (as applicable) prior to the effective date of the assignment. Client hereby agrees that TRC may subcontract and/or assign some or all of the Work to one or more of its corporate affiliates to the extent necessary to provide sufficient staffing and/or to comply with applicable insurance or professional licensing requirements.
- 16.6 Captions. The captions of the articles and sections in this Agreement are intended solely for the convenience of reference and will not define, limit, or affect in any way the provisions, terms, and conditions hereof or their interpretation.

- 16.7 Integration. This Agreement represents the entire understanding and agreement between the Parties and supersedes any and all prior or contemporaneous agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both Parties.
- 16.8 Amendments. This Agreement may be modified only by a Change Order, or an amendment executed in writing by a duly authorized representative for each Party.
- 16.9 No Third Party Beneficiaries. Except as otherwise specifically provided for herein, this Agreement shall not be construed to confer any benefit on any third party not a Party to this Agreement, nor shall it provide any rights to such third party to enforce its provisions. Notwithstanding the foregoing, all liability-limiting provisions of this Agreement shall extend and inure to the benefit of all members of TRC.
- 16.10 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties and, in any event, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.
- 16.11 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the Client does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the Client waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the Client under Section 271.151 et seq. of the Texas Local Government Code.
- 16.12 Signatures. This Agreement, any amendment, and any Change Order may be executed in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A copy of this Agreement and any subsequent modifications signed electronically and/or delivered by e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original manually signed copy. Each person executing this Agreement warrants that he/she is authorized to do so on behalf of the Party for whom he/she signs this Agreement.
- 16.13 Notices. Any notice permitted to be given by email shall be sent to the below representative. Any other notice required to be given pursuant to this Agreement must be in writing and sent by overnight delivery via USPS or a nationally recognized courier and delivered to the address set forth in the first paragraph above to the attention of the representative below:

If to TRC, send to the attention of:

William Wachel, PE
wwachel@trccompanies.com

If to Client, send to the attention of:

Steven Lewis, City Manager
slewis@lockhart-tx.org

Any notice so given will be deemed effective upon receipt. Either Party may change its representative or address effective ten (10) days after written notice thereof to the other Party.

16.14 Statutory Terms Applicable To Political Subdivisions. As required by Chapter 2270, Texas Government Code, TRC hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

16.15 Iran, Sudan and Foreign Terrorist Organizations. TRC represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes TRC and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. TRC understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with TRC and exists to make a profit.

16.16. Form 1295. Submitted herewith is a completed Form 1295 in connection with TRC’s participation in the execution of this Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The Client hereby confirms receipt of the Form 1295 from TRC, and the Client agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. TRC and the Client understand and agree that, with the exception of information identifying the Client and the contract identification number, neither the Client nor its employees or representatives are responsible for the information contained in Form 1295; that the information contained in the Form 1295 has been provided solely by TRC and the Client has not verified such information.

16.17. Boycotts.

(a) TRC hereby verifies that they and their parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Client to comply with Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

(b) TRC hereby verifies that they and their parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the Client to comply with Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth in this Agreement.

CITY OF LOCKHART

TRC ENGINEERS, INC.

By

Lew White
Mayor

By

K. Beau Perry, PE
Vice President

EXHIBIT A
PROJECT INFORMATION, SCOPE OF WORK, CONTRACT PRICE, CONTRACT TIME

TRC will perform the Work described below.

1. Name of the project (“Project”): Lockhart Downtown Revitalization Project
2. Owner (if different from Client):
3. Location of the Project (“Project Site”): Lockhart, TX
4. Scope of work required to be performed by TRC (“Work”) is attached to Exhibit A
5. Any work product to be submitted by TRC, such as drawings, plans, specifications, reports, or other information (“Deliverables”): TRC will provide a final set of construction documents for bidding of the Project and at interim project design milestones in the attachment to Exhibit A.
6. Commencement Date: June 21, 2022
7. The time for completing the Work (duration or completion date) (“Contract Time”): December 31, 2025
8. The Work will be performed for the following price (“Contract Price”):

On a lump sum not to exceed basis for the following amount: \$ 1,197,393.00
9. The name of Client’s representative: Steven Lewis, City Manager
10. The name of TRC’s representative: William Wachel, PE, Deputy Director
11. Client’s billing address: City of Lockhart, P.O. Box 239, Lockhart, Texas 78644,
12. Any other clarifications, information, or requirements applicable to the Work:



505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

June 21, 2022

Mr. Steven Lewis, City Manager
City of Lockhart
308 W. San Antonio Street
Lockhart, Texas 78644

**RE: City of Lockhart Downtown Improvements Project
Engineering Services Scope of Work Proposal**

Dear Mr. Lewis:

TRC Engineers, Inc. (TRC) has prepared this Proposed Engineering Scope of Work (SOW) for professional engineering services for the Lockhart Downtown Revitalization Project (Project) which includes improvements in a nine square block area centered around the Lockhart Courthouse for the City of Lockhart (City). The project area is in downtown Lockhart between Walnut Street to Prairie Lea Street and from Church Street to Colorado Street. (See Exhibit 1)

TRC will perform the following Scope of Work:

SCOPE OF WORK

A. Engineering Drainage Study

1. Review existing field data, topography, and drainage analyses to confirm drainage areas and determine runoff flows based on the City of Lockhart Code of Ordinances and Construction Standards.
2. Size storm sewer mains and inlets within the limits of work to convey runoff flows based on the City of Lockhart Code of Ordinances and Construction Standards.
3. Prepare a report with detailed analyses of the above hydrology, and hydraulic calculations including exhibits, maps, and diagrams.

B. Survey

1. Boundary/ROW Survey
 - a. Will provide field work for establishing the right-of-way (ROW) and boundary from Walnut Street to the north to Prairie Lea Street to the south, and from Church Street to the west and Colorado Street to the east.
 - b. Will produce a drawing of above referenced project limits and a .CSV of monumentation and boundary shots.
 - c. Title research for various tracts (Land/ROW record, deeds, and plats) to establish right-of-way widths within Project area.
 - d. Boundary/ROW deliverable will be a point file of boundary points in CSV file format and an AutoCAD Civil3D .dwg file containing property master and field located boundary corners.

2. Topographic Survey

- a. The survey will be performed on the ground utilizing a combination of GPS with traditional field observation methods to locate found visible features, both horizontally and vertically, including existing on-site structures, drainage features, adjacent and onsite sidewalks, steps, curb lines, pavement, alley ways, roadway paint striping, driveways, fences, and visible above-ground utility appurtenances within the survey limits. This will be performed in accordance with SUE Quality Level C Standards per ASCE 38-02.
- b. The survey will obtain topographic field elevations throughout the project site at 50-foot station intervals for use in developing a digital terrain model.
- c. Flowline elevations of found storm water and sanitary sewer manhole inlet structures immediately adjoining the site will be identified.
- d. The survey will field locate trees within the Project area. Trees will be shown on the survey noting trunk diameter, species, and canopy size.
- e. Survey deliverable will be an AutoCAD .dwg file showing topographic points, features and 1 ft contours, accompanied by a points file in .CSV format and digital terrain model in .XML format.

C. Geotechnical

1. TRC proposes a total of two (2) test borings drilled along Main Street to the north of San Antonio Street and to the south of Market Street, to a depth of 10 ft below existing ground surface (bgs) each. Drilling and sampling will be in accordance with ASTM D 1586. Soil sampling will be conducted continuously for the entire depth of the boring or auger refusal (hard rock), whichever is encountered first. It is assumed that Shelby tubes will not be required.
2. The proposed scope does not include evaluations of existing pavement layer or composition. However, the logs of borings will include measured thicknesses of asphalt pavement and base layers
3. The proposed test borings will be drilled by a local drilling subcontractor under the direction of TRC's geotechnical engineering staff. All field work will be conducted using truck-mounted drilling equipment. Drilling with minimum disturbance can be performed within either side of the S. Main Street (within the side parking spaces). We assume that all test boring locations are open and accessible to standard truck-mounted drilling equipment. The City shall arrange for any necessary access and approvals required for the drill crew to work on the Project during normal daytime working hours (estimated within 8 hours for one day) without any interruptions. We estimate a workspace equivalent to 4 parking spaces to be needed at each of the drilling locations. These areas shall be cleared (not allowed for parking) by the City within the day of day of drilling. The required workspace which will be selected on either side of the road will have to be closed in advance during the nighttime prior to the day of drilling or the very early morning of the drilling day. The drilling subcontractor will provide maintenance of traffic, such as cones and signs around the work area, during the drilling – it is assumed that full-time flaggers will not be necessary.

4. TRC will mark-out the test boring locations in the field using existing features (e.g., existing buildings, edge of pavement, intersections, parking spaces, etc.) as a reference or a handheld GPS unit, based on the most current plans provided. The Texas811 One-Call utility locator service will be contacted to verify utility locations within public right-of-way and easements where these utilities may enter the Project. TRC will work with the City to determine the locations of known existing on-site subsurface utilities before the start of our field work. We will work with the City to identify possible underground utility locations and offset borings as necessary to avoid conflicts. Geophysical utility verification consisting of ground penetrating radar and EM induction to identify potential buried objects at the proposed test boring locations prior to drilling is not included in the current scope.
5. Groundwater measurements will be recorded during drilling and shortly after completion of each boring. Borings will then be backfilled with the auger cuttings and finished with an asphalt cold patch upon boring completion. Cuttings that cannot be returned to the borehole will be spread on the ground in landscaped areas adjacent to the boring locations. No funds have been allotted for off-site soil disposal. No restoration is included in the scope or cost provided herein.
6. Upon completing the field and laboratory testing, our engineering staff will summarize the work completed and prepare a Geotechnical Engineering Report (electronic PDF copy). The geotechnical engineering report will summarize TRC's understanding of the proposed construction, site conditions, exploration activities, subsurface conditions and impacts on the proposed pavement replacement, and address project specific concerns including but not be limited to issues such as:
 - a. Earthwork recommendations for subgrade preparation and/or replacement or stabilization, if applicable.
 - b. Groundwater conditions including perched conditions and control of groundwater during construction, as applicable.
 - c. Recommended geotechnical (subgrade) parameters for use in flexible pavement design. Estimated California Bearing Ratio (CBR) for flexible pavement composition design will be provided based on material types and SPT (ASTM D1586) of the subgrade materials. Neither compaction (Proctor) nor CBR laboratory testing will be performed.
 - d. An estimated modulus of subgrade reaction for concrete channel design will be provided based on subgrade material types, laboratory testing results, and results from the Standard Penetration Testing (ASTM D1586).
 - e. Other construction-related concerns, as warranted based on site subsurface conditions and details of the proposed construction.

D. Cultural Resource Services

1. TRC will complete historic resources permitting efforts in conjunction with the City's proposed Project.

2. Based on requirements under the Antiquities Code of Texas (ACT) (Section 191.0525) and Section 106 of the National Historic Preservation Act of 1966, as amended, TRC proposes the following to meet Project requirements. After initial review of the cultural resources desktop study, the History Programs Division at the Texas Historical Commission (THC) requires additional historic resources information to complete its review. A copy of the THC's response letter is attached as Exhibit 2.
3. According to the THC's Archeological and Historic Sites Atlas, the Project area is within the Caldwell County Courthouse Historic District, listed on the National Register of Historic Places (NRHP) in 1978 and an historic property, the Emmanuel Episcopal Church, listed on the NRHP in 1974 is located at the northwest corner of the Project area.
4. TRC proposes these cultural resources services for the THC to complete historic resources review of the Project and fulfill the City's obligations under the Section 106 and ACT:
 - a. Task 1 - Provide additional detail of proposed work so THC can complete review of any potential effect.
 - b. Task 2 - Draft a "Protection of Historic Features During Construction" to be added to construction documents.
 - c. Task 3 - Recommend if the City requires a State Antiquities Landmark (SAL) permit from the THC Courthouse Preservation Program. If a SAL permit is required, complete and submit the to the THC.
5. Schedule: TRC will submit a cover letter and supplemental materials to the City for review within four weeks of Notice To Proceed, and upon approval from the City, TRC will upload additional information to the THC for the 30-day review and comment period.

E. Texas Accessibility Standards (TAS)

1. Register the project with TDLR or third party.
2. Perform plan review of the project construction documents.
3. Perform the final inspection of the project upon completion.
4. Deliverables:
 - a. Proof of Registration via the TDLR Proof of Registration Sheet
 - b. Provide Plan Review Report detailing the observed findings of elements that are not in compliance with the TAS
 - c. Provide the Inspection Report detailing the observed elements that are not in compliance with the TAS

F. Design Phase

1. Prepare construction plans/specifications for the proposed project, including all details, consisting of:

- a. Design of 8" water main along Church Street, Main Street, Commerce Street, San Antonio Street, and Prairie Lea Street (Approximately 3,120 lf).
- b. Design of 8" wastewater main along Church Street, Commerce Street, San Antonio Street, Market Street, and various alleys within the downtown region (Approximately 3,300 lf).
- c. Design of storm drain systems along Main Street, Commerce Street, Walnut Street, San Antonio Street, Market Street, and Prairie Lea Street in accordance with drainage study in section A of this proposal (Approximately 4,560 lf).
- d. Design of street reconstruction on Main Street (between Walnut Street and San Antonio Street, and between Market Street and Prairie Lea Street) and mill and overlay on Church Street, Main Street, Commerce Street, Walnut Street, San Antonio Street, Market Street, and Prairie Lea Street.
- e. Design traffic control elements:
 - i. Incorporate all-way stop control at the main intersections.
 - ii. Include traffic control signage throughout the Project area.
 - iii. Provide traffic and pedestrian related striping.
- f. Design of expanded sidewalks around the Courthouse and Retail Frontage. (Approximately 3,900 lf).
- g. Design assessable ramping, curb bump outs and pedestrian refuges that shorten cross walks in the nine (9) block Project area:
 - i. At the four (4) intersections around the courthouse.
 - ii. At the Eastern side of the intersections along Church Street.
 - iii. At the Northern side of the intersections along Prairie Lea Street.
 - iv. At the Southern side of the intersections along Walnut Street.
- h. Design a Planting and Irrigation plan:
 - i. Provide a certified arborist to assess the health of existing trees.
 - ii. Provide planting plan with notes and details.
 - iii. Provide irrigation design plans with notes and details.
- i. Design a Lighting and Electrical plan:
 - i. Perform an initial onsite photometric lighting level study.
 - ii. Retain the tall streetlights in the median, except San Antonio Street
 - iii. Re-lamp the fixtures with LED equivalent light sources to match the current lumen output and distribution.
 - iv. Design supplemental pedestrian scale light fixtures around the courthouse and public areas.

- v. The need of additional LED streetlights will be determined at the intersections as warranted from the results of the photometric lighting study.
 - vi. Design of Electrical underground improvements required for new street lighting at intersections to improve pedestrian safety.
 - j. Stormwater Pollution Prevention Plan
 - k. Phased traffic control plan to maintain traffic during construction.
 - l. General construction notes.
 - m. City of Lockhart Standard Construction Details.
2. Deliverables:
- a. Provide Project deliverables to the City at Design Milestones (30%, 60%, and 100%):
 - 30% Design Phase
 - i. TRC will prepare a conceptual design that will include schematic layouts, surveys, sketches, and exhibits which address compliance with all applicable laws, statutes, ordinances, codes, and regulations. TRC will:
 - a) Meet with City staff to determine the City's needs. Conduct field initial site visit with City staff.
 - b) Obtain and review all available data regarding the project including applicable regulatory, design, and operations.
 - c) Provide preliminary site layouts.
 - d) Determine opinion of probable construction costs.
 - e) Provide schedule for project implementation.
 - 60% Design Phase
 - ii. TRC will progress the design from a conceptual design to a 60% design, including, but not limited to, the preliminary drawings and specifications. TRC will:
 - a) Submit to the City detailed estimates of the construction costs.
 - b) The preliminary design will address compliance with all applicable laws, statutes, ordinances, codes, and regulations.
 - c) TRC will make any necessary surveys of topography, utilities, or other field data required for proper design of the project.
 - 100% Design Phase
 - iii. During the final design phase, TRC will:

- a) Prepare detailed construction drawings and specifications for the project (based on approved preliminary design documents).
- b) Furnish engineering data for and assist in the preparation of the required documents so that the City may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the project.
- c) Additionally, TRC will furnish a revised cost estimate for the project based on the completed drawings and specifications.

G. Special Services

- 1. Attend Public outreach meetings with the affected business owners at the Project's 30% Design Submittal milestone to discuss Project and get feedback. Meetings will be organized and grouped with the affected business owners for each City Block of the Project. (Maximum 4 trips)
- 2. Provide Project updates to the City's Public Information Officer for addition to the City's website at Project Milestones of 30%, 60% and 100% Design Submittals, and Quarterly during the 24-month Construction Schedule. (Maximum 11 updates)
- 3. Provide Council updates in-person at 30%, 60% and 100% Design Submittals, and Quarterly during the 24-month Construction Schedule. Council updates will be coordinated with updates to the City's Public Information Officer for website updates for the project. (Maximum 11 Council meetings)
- 4. Provide Project update to Caldwell County and TxDOT (Maximum 1 meeting update for each)

H. Bidding Support

- 1. Organize and participate in construction pre-bid meeting and provide visual presentation, as needed.
- 2. Assist the City in bidding process including preparation of advertisement document, assist the City in the opening and tabulation of bids, prepare award recommendation letter and prepare construction contract documents.

I. Construction Support

- 1. TRC to lead pre-construction meeting, provide contractor correspondence, provide shop drawing review, responding to RFIs and other submittal reviews, pay request review, change order preparation, periodic site visits (monthly meetings – 24 maximum), final inspection, preparation of contractor punch list, certificates of completion and record drawing preparation (3 sets of hard copies and one CD electronic copy)
- 2. TRC will provide inspection services for the construction duration (8 hours per week for the 24-month construction period) TRC may request additional compensation if inspection services exceed this amount.

J. Project Schedule

TRC will use commercially reasonable efforts to perform the Work within the Contract Time to the extent consistent with the terms of this Agreement, the Standard of Care, and the orderly progress of the Work as proposed in the following Project Schedule:

Design Proposal Approved by Lockhart City Council	June 21, 2022
Design	June 21, 2022 to June 21, 2023
Permitting	June 21 to September 21, 2023
Bidding	September 21 to December 21, 2023
Construction	December 21, 2023 to December 31, 2025

ASSUMPTIONS:

As the basis for the preparation for this proposal and the associated cost of service, the following assumptions were made which, if found to be incorrect may result in additional compensation:

1. The services identified in this SOW are based on the approved Option 1b Plan approved by City Council on May 3, 2022, along with the Lockhart Downtown Revitalization Project-Draft Report presented to Council on April 12, 2022.
2. All work will either be performed within the ROWs of each street or within any existing public easement and no new right of way dedication or easement will be needed.
3. Where necessary, the City will be responsible for arranging property access prior to commencement of the field survey for properties not located within public right-of-way. TRC will not perform any field investigation on properties where access has not been granted.
4. The geotechnical services do not include testing or other type of investigation regarding the possible presence of hazardous or toxic substances either on site or in imported materials.
5. Test boring locations will be accessible to truck-mounted drilling equipment without the need for clearing or assistance from a dozer, and field work will consist of up to a single day of drilling up to a maximum of 2 soil borings. Interruptions caused by others or impacts to the schedule or site accessibility related to the potential adverse weather conditions, if encountered, will result in additional charges to complete the field investigation or in a reduction to the number of test borings completed.
6. Maintenance of traffic will include signs and cones; flaggers will not be required for geotechnical borings.
7. Should the schedule be changed or put on "hold" by the City, all costs incurred by TRC up to notification of change of schedule or "hold" status will be billed to the City. Additional fees that TRC may incur as a result of the change of schedule or "hold" status will be billed to the City once the Project has resumed in addition to the cost of services included in this SOW.
8. No additional environmental services or studies (e.g., ASTM Phase I Environmental Site Assessment, T&E species-specific surveys, biological monitoring, etc.) beyond those already outlined in this SOW will be performed. Should additional environmental

- studies be required, TRC will prepare a separate SOW and cost estimate for additional services and submit to the City for approval.
9. Based on a preliminary review of the current Project information, TRC anticipates that the proposed Project will have minimal impacts to sensitive natural resources. If it is determined after investigation that sensitive natural resources will be impacted by the proposed Project, additional environmental services and fees may be required. If additional environmental services are required, then TRC will prepare a separate SOW and cost estimate for additional services and submit to the City for approval.
 10. This proposal covers a development of historic resources information and THC consultation. If after consultation, the THC requires additional work, for example, an historic structures survey or onsite monitoring, TRC will prepare a separate SOW and cost estimate for additional services and submit to the City for approval.
 11. Monthly progress meetings will be held during engineering design via Microsoft Teams platform (Maximum 12).
 12. TRC will coordinate with Texas One Call and the City of Lockhart for all subsurface locations within the proposed project and for topographic survey.
 13. The entire project will consist of a single bid/construction project.
 14. TRC's effort and costs for construction services are based on a (24) month construction project duration.

EXCLUSIONS:

The following items are specifically excluded from the scope of work:

1. Design of improvements or relocations for electrical lines, gas lines, telephone lines or other franchise utilities.
2. Design of stormwater detention.
3. Construction staking, post-construction topographical surveys, or quality assurance testing for construction.
4. Easements or plat documents, landowner contact or easement negotiations.
5. Trenching equipment needed for THC field survey (if applicable). It is assumed the City of Lockhart forces will provide and operate the equipment.
6. Services to determine compliance with other federal, state, or local accessibility requirements outside of TAS and accessibility requirements of building and housing codes such as the International Building Code (IBC).
7. Payment of fees for regulatory review (TDLR, etc.).
8. Security cameras and security systems.
9. Signage from the Lockhart Wayfinding Masterplan.

COMPENSATION FOR SERVICES:

TRC will provide the professional engineering services as outlined herein for a total fee as follows:

Engineering Drainage Study	\$19,694
Survey	\$49,346
Geotechnical	\$14,736
Cultural Resources Services	\$19,300
Texas Accessibility Standards (TAS)	\$5,850
Design	\$717,590
Special Services	\$137,030
Bidding Support	\$22,140
Construction Support	\$211,707
Total:	\$1,197,393

This fee includes labor and material costs associated with the Scope of Work identified above.

TRC's fee above is based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation.

Changes in scope, including additional scenarios or modification to the scenarios identified above will be evaluated for additional services and/or materials cost through a formal change order process, which results in approval of the additional cost prior to executing the additional work.

Fees for services quoted in this Letter of Agreement are valid for a period of time not to exceed 60 days from the date of this letter.

We appreciate the opportunity to assist with this project and are available to proceed immediately with your written approval. Please review this SOW and, upon acceptance, sign in the space provided below, returning a copy for our files.

CITY OF LOCKHART

TRC ENGINEERS, Inc.

By: _____
Mr. Steven Lewis
City Manager

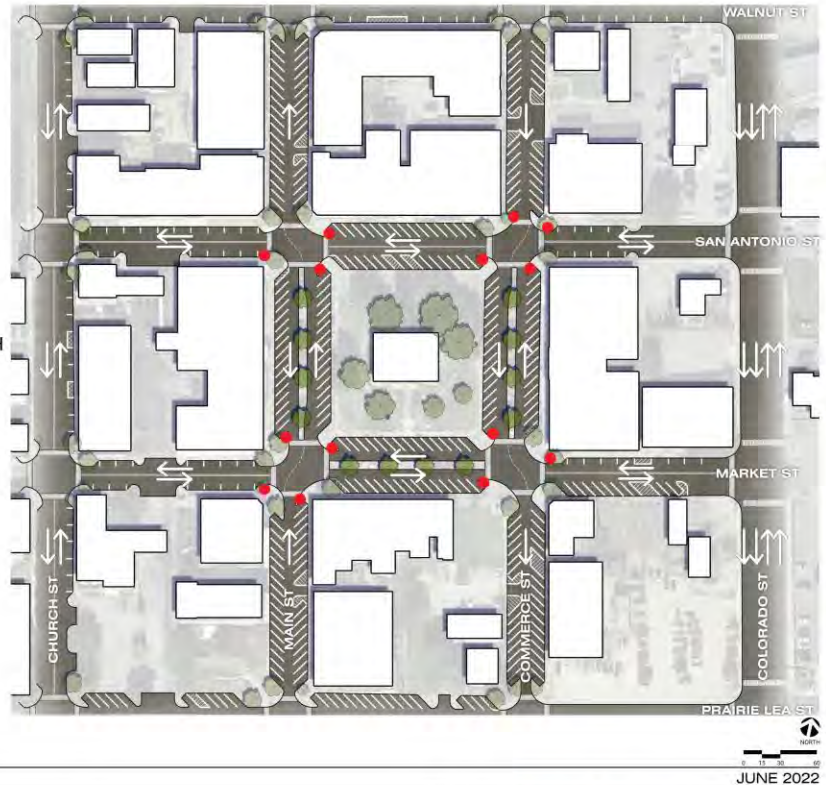
By: _____
K. Beau Perry, P.E.
Regional Vice President

Exhibit 1

* COUNCIL APPROVED, MAY 3, 2022 *

OPTION 1B MAIN POINTS

- TWO-WAY TRAFFIC AROUND COURTHOUSE
- ONE-WAY TRAFFIC ON COMMERCE AND MAIN STREETS, BLOCKS NORTH AND SOUTH OF COURTHOUSE ONLY
- ADDITIONAL TRAFFIC CONTROL SIGNAGE REQUIRED
- ALL-WAY STOPS
(● = STOP SIGN)
- PRESERVE ALL MEDIAN TREES
- CURB BUMP-OUTS AND PEDESTRIAN REFUGES SHORTEN CROSSWALKS
- EXPANDED SIDEWALKS AROUND COURTHOUSE AND RETAIL FRONTAGE
- PARKING LAYOUT MODIFIED TO FOLLOW CONVENTIONAL STANDARDS



DOWNTOWN REVITALIZATION

LOCKHART MASTER PLAN

CONCEPTUAL COURTHOUSE STREETScape DESIGN - OPTION 1B

Lockhart
TEXAS

TRC

RIALTO STUDIO
LANDSCAPE ARCHITECTURE

JUNE 2022

Mr. Steve Lewis, City Manager
City of Lockhart
June 21, 2022
Page 12 of 12

Exhibit 2

March 3, 2022

Pollyanna Clark
TRC Companies, Inc.
505 East Huntland Drive, Suite 250
Austin, Texas 78752

Re: *Project Review Under Section 106 of the National Historic Preservation Act, Proposed Downtown Revitalization Project, Lockhart, Caldwell County (TDA/HUD/106, THC #202206280)*

Ms. Clark:

Thank you for your correspondence of February 1, 2022, regarding the above-referenced project. This letter serves as comment on the proposed undertaking from the State Historic Preservation Officer, the Executive Director of the Texas Historical Commission (THC).

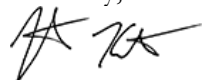
The History Programs Division staff, led by Justin Kockritz, has completed its review of the project, which proposes sidewalk improvements, utility installation, and related work throughout downtown Lockhart. Much of this project area is located within the Caldwell County Courthouse Historic District, which was listed in the National Register of Historic Places in 1978; the project area also includes the Caldwell County Courthouse, which was designated as a State Antiquities Landmark in 1981, and the Emmanuel Episcopal Church, which was listed in the National Register in 1974 and was designated as a Recorded Texas Historic Landmark in 1962.

If you receive funding through the Texas Department of Agriculture's Downtown Revitalization Program, THC will require additional information about the work in order to complete our review of any potential effects to historic properties, including plans and specifications for the project. Enclosed, please find a copy of our "Streetscape Guidelines for Historic Commercial Districts." To help you receive a finding of no adverse effect, we ask that the "Protection of Historic Features During Construction" be added to the construction documents. Please note, the work proposed within or adjacent to the Courthouse Square may also require a SAL Permit from the THC Courthouse Preservation Program.

The THC Archeology Division staff, led by Jeff Durst, has completed its review of the project and confirms that there are no historic archeological properties that are present or that will be affected within the project area. However, if buried cultural materials are encountered during construction or disturbance activities, work should cease in the immediate area; work can continue where no cultural materials are present. Please contact the THC's Archeology Division at 512-463-6096 to consult on actions that may be necessary to protect the cultural remains.

Thank you for your cooperation in this federal review process and for your efforts to preserve the irreplaceable heritage of Texas. If you have any questions concerning our review, or if we can be of further assistance, please contact Justin Kockritz at 512-936-7403 or justin.kockritz@thc.texas.gov.

Sincerely,



Justin Kockritz
For: Mark Wolfe, State Historic Preservation Officer

Enclosure

STREETSCAPE GUIDELINES FOR HISTORIC COMMERCIAL DISTRICTS

When street and sidewalk improvement projects receive federal funding and oversight, federal agencies or communities must consult with the Texas Historical Commission (THC) in accordance with Section 106 of the National Historic Preservation Act. Examples of commonly funded federal programs for streetscape projects in Texas include the Texas Capital Fund (U.S. Department of Housing and Urban Development funding administered by the Texas Department of Agriculture) and the Statewide Transportation Enhancement Program (Federal Highway Administration funding administered by the Texas Department of Transportation). Section 106 requires consideration of the potential effects of a project on historic properties. If your project area is identified as including historic properties in consultation with the THC, **continued close coordination with the THC regarding the design of your project will be a key element for success.** Successful projects tailor design solutions to preserve the history and character of an individual community. The THC's goal in guiding a project is to preserve significant elements and introduce new features that are compatible with the historic character of a community, not to freeze the appearance of a streetscape in time or restore it to a particular period.

As each community in Texas is unique, the design of each project should be tailored to respond to the history and needs of that specific community. In addition, community input and the creativity of your design professional are important components of the design process, and in many cases more than one option can offer a preservation-oriented solution. The THC, therefore, does not set strict rules, but instead assists design decisions, basing its review on the Secretary of the Interior's *Standards for Rehabilitation*. These 10 standards, developed by the National Park Service for projects that require sensitive treatment of historic properties while allowing for their modification to meet continued or changed uses, are as follows (italicized sections represent the THC's interpretation of these standards for streetscape projects):

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment. *Support the use and preservation of the area's historic buildings and streetscape features. Allow the historic setting, human activity, individual businesses, and special events to provide the cultural stimulus and revitalization.*
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided. *Identify historic streetscape features in your project area and plan for their preservation.*
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken. *Study the historic appearance of your streetscape and avoid adding elements from other communities that were not historically present in yours.*
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved. *Understand the period within which important events and growth occurred in your historic downtown. Respect the character of buildings and elements added during that period of significance.*
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved. *Protect significant historic streetscape features and incorporate them into your project. Protect adjacent historic buildings from damage during construction.*
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the

massing, size, scale, and architectural features to protect the historic integrity of the property and its environment. *Design new elements, such as ramps for accessibility, to be in keeping with the historic character of the streetscape but distinguishable as modern additions. Respect the existing character of the project area. Avoid the urge to overdesign and recognize that new features should be secondary, supporting elements.*

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Guidelines for the design and treatment of sidewalks and streets, accessibility, corner extensions, trees and vegetation, historic canopies and awnings, street furniture, street lights, artwork and decoration, and historic buildings are listed below to assist you in the application of the *Standards* to streetscape projects. THC staff can provide additional assistance regarding how to interpret this guidance in the context of your project and historic commercial district. Please do not hesitate to contact us with questions.

The THC encourages you to consult and incorporate these guidelines as early as possible, ideally before public meetings are held to discuss the scope and nature of the streetscape project. Material may be submitted to the THC for preliminary review early in the design process to ensure that the proposed work is in keeping with the *Standards*. To complete the Section 106 process, construction documents nearing finalization must be submitted for THC review. If the proposed work meets the *Standards*, a determination of “no adverse effect to historic properties” will conclude the review process and the project may proceed without further consultation; however, any changes made following this determination must be submitted for review. Please see our website at <http://www.thc.state.tx.us/crm/crmdefault.shtml> for additional information on the Section 106 process and what to submit for a project review. The project must be coordinated separately with other state agencies with regulatory authority.

SIDEWALKS AND STREETS

- Identify historic features of the sidewalks and streets, such as high or stepped curbs, stone or brick curbs, stamped concrete in the sidewalks, historic manhole covers, mosaic tile street names, tiled store entries, trolley tracks, and brick streets. When these elements contribute to the distinctive character of your historic downtown, preserve them in place whenever possible.
- Repair damaged brick streets if necessary and perform selective, in-kind replacement with matching brick for areas damaged beyond repair. Likewise, repair historic sidewalks or consider replacing them with like material if damaged beyond repair.
- If sidewalk replacement is necessary, the preferred option is to use either the same material as currently exists or a material used in the location historically, based on adequate documentation. Unless documentation shows historic brick sidewalks, accepted preservation practice discourages the introduction of brick or modern pavers to sidewalks as it can create a false sense of historical development of the community. However, the use of removable concrete panels or pavers for ease of access to in-ground utility boxes or channels is acceptable, when the color of the pavers is similar to or matching the existing sidewalk. Similarly, pavers may be used to distinguish pedestrian zones in areas where there are multiple curb cuts or no curb separating the sidewalk from the street. Avoid pavers that are brightly colored, multicolored, placed in decorative patterns, or inscribed with donors’ names, because they can be distracting from the historic character of a commercial district.
- If you wish to introduce variety to concrete sidewalks, vary the texture by the use of a simple trowel or broom finish. Elaborate paving patterns, multiple colors, and different materials distract users and are generally not compatible with the character of historic streetscapes. However, where a variety of historic materials contribute to the varied character of the historic streetscape, these materials should be preserved.

ACCESSIBILITY

- The THC supports efforts to make historic commercial districts accessible by bringing sidewalks into compliance with Texas Accessibility Standards (TAS) and the Americans with Disabilities Act (ADA) Accessibility Guidelines. However, an effort should be made to balance new features, such as ramps and handrails, with the historic character of the commercial district.
- Retain historic high curbs with the addition of new steps and accessible ramps in a compatible material. Where

possible, install these features on side streets to better preserve the main street's historic appearance.

- Railings may be necessary at ramps or along sidewalks to meet current accessibility and safety requirements. Select railings that are simple in design and as unobtrusive as possible so as not to block views or distract from the historic storefronts.

CORNER EXTENSIONS

- Corner extensions (expansion of the sidewalk into the parking lane at street corners, also known as bump-outs or aprons) are sometimes necessary when sidewalks are too narrow or have too high an elevation for other solutions, for the control of vehicle traffic and parking, or for the provision of pedestrian safety. However, when not carefully considered, these new elements can dramatically change the character of a block or district.
- When corner extensions are planned, either minimize their size as much as possible and use materials that are compatible in color and texture with the historic sidewalk, or allow these spaces to be the foci for introducing new elements such as light poles, planters, trees, and benches.

TREES AND VEGETATION

- Historically, trees and vegetation were primarily planted on residential streets and around civic buildings like courthouses, post offices, and libraries. In commercial districts, canopies and awnings (see below) were the most common method of providing shade to sidewalks. Historic documentation, such as photographs of the downtown area, should inform your decisions about whether to plant trees in your commercial district.
- New plantings reduce can visibility to storefronts and signs, block future restoration of canopies, and obscure street lighting. When introducing trees, plant them on side streets with no or limited storefronts, in corner extensions, or in specific spaces such as pocket parks, vacant lots, parking lots, and blocks with non-historic buildings. Vegetation should be low in profile so as not to block historic features of buildings and districts.
- Take into account necessary periodic maintenance of proposed trees and other plantings, their likelihood of survival in a heavily paved area, and potential future damage to paving from root growth.

HISTORIC CANOPIES AND AWNINGS

Historically, canopies (projecting roof structures) and awnings (lightweight shade structures, often fabric stretched over a frame) sheltered entrances to businesses and shaded sidewalks in commercial districts. In some cases, these elements are no longer extant or have been modified over time. Although enhancement projects may not include repair or reconstruction, protect support poles for canopies or balconies during construction (see "Protection of Historic Features during Construction" below). In addition, do not introduce new elements to the streetscape that will inhibit future restoration of historic canopies and awnings by building owners.

STREET FURNITURE

- Identify and protect historic street signs, planters or historic plantings, hitching rings, benches, and other historic street furniture and preserve these elements in their original locations.
- Concentrate new street furniture, such as benches, planters, and trash receptacles, at corners. Only include furniture where sidewalks are wide enough to accommodate these elements. Select furniture based on a local historic design, or introduce a simple, modern design that is compatible in scale, style, color, and texture with surrounding significant historic features. Do not introduce historic designs from other locations as this will present a false sense of local history. Choose muted colors for modern elements to avoid distracting attention from the historic features of the buildings and streetscape.
- Do not permanently fix new street furniture to historic features. Instead, connect furniture through pavement joints, with chains to stationary objects, or other reversible methods.

STREET LIGHTS

- Protect and incorporate existing historic lighting into the streetscape design where possible.
- If historic street lights are no longer extant, choose new fixtures that match the historic as closely as possible. Some manufacturers continue to produce historic designs. However, if a commercial district did not have street

lights during the historic period or if the community does not wish to replicate the historic lights, choose new street lighting that is a modern design but compatible in scale, appearance, and color with the character of the downtown. Do not select historic designs from other locations as this would create a false sense of historical development.

ARTWORK AND DECORATION

- Retain and preserve historic artwork such as murals and sculpture.
- Carefully consider proposed new decorative features for their compatibility with the historic district or buildings, and whether their design and construction are likely to stand the test of time. Plan for staff time, training, and funding for periodic maintenance of proposed new features.
- Consider limiting the number of new decorative features in an effort to retain the historic character of the area.
- Seasonal enhancements and decorations are generally acceptable, provided they do not damage historic fabric. Attach festive lighting and decorations to non-historic surfaces.

PROTECTION OF HISTORIC FEATURES DURING CONSTRUCTION

Historic features, such as buildings, fences, and canopies, should be protected from damage during sidewalk demolition and construction. At the request of the THC, the Texas Department of Transportation has produced standard protection notes, below. Insert these, or similar protection notes, in construction documents:

PROTECTION NOTES FOR THE REMOVAL OF EXISTING PAVEMENT, CURB OR SIDEWALK AND CONSTRUCTION OF NEW PAVEMENT, CURB OR SIDEWALK ADJACENT TO HISTORIC BUILDINGS, CANOPIES, MATERIALS, FENCES, AND RETAINING WALLS

Where proposed work is in proximity to historic buildings or other structures (walls, canopies, retaining walls, fences), and planting beds, and vegetation/groundcover, follow the procedures listed below for demolition, protection, and construction at these addresses:

In the city of _____, at _____ (list addresses):

1. To minimize potential damage to historic structures and materials, contractor to saw cut existing sidewalk 8 to 12 inches away from the historic structure, canopy supports, fence, or retaining wall.
2. Contractor to construct new sidewalk next to the saw cut edge with installation of expansion joint in between. If existing sidewalk is to be removed entirely, the remaining 8 to 12 inches next to the historic structure, canopy supports, material, fence, or retaining wall will be removed by hand. Expansion joint to be placed between historic structure, canopy support, material, fence, or retaining wall and new sidewalk.
3. Contractor is responsible for preventing damage to historic structure, canopy supports and their awning, materials, fences, retaining walls, including garden elements (planting beds, plantings) during the entire construction project, especially during removal of existing pavement, curb, or sidewalk. During the saw cut and hand removal process, contractor will exercise utmost caution and will physically protect historic structure foundation, canopy supports, materials, elevations, entryways with decorative flooring, fences, retaining walls, and landscape elements.
4. Contractor to repair or replace in kind, at his own expense, any historic materials damaged in the course of executing the work. Contractor is responsible for locating replacement source for historic materials damaged in the course of the work. Texas Historical Commission to be informed of damage and proposed repairs prior to execution of repair work.

CONCLUSION

Providing a safe and pleasant streetscape environment is important but does not require the loss of historic context. Streetscape modifications can be accomplished while being sensitive to and enhancing local historic resources. Early and consistent consultation is the most effective way to assist the THC in providing a smooth and efficient review. Designs may need to be revised in order to comply with preservation standards—please do not wait until the construction documents are completed to involve the THC. *(Updated 2011.)*

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TEXAS HISTORICAL COMMISSION
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City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: June 21, 2022

AGENDA ITEM CAPTION: Discuss Ordinance 2022-25 amending Chapter 20, Fire Prevention and Protection of the Code of Ordinances of the City of Lockhart, adopt the 2018 International Fire Code (IFC) with amendments, and adopt the 2018 Life Safety Code (NFPA 101) with amendments.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The purpose of this agenda item is to update Chapter 20, Fire Prevention and Protection of the Code of Ordinance of the City of Lockhart to include adopting the 2018 International Fire Code (IFC) with local amendments, and the 2018 Life Safety Code (NFPA 101) with local amendments.

The following sections of Chapter 20, Fire Prevention and Protection Code of Ordinances were amended based on the review by the Fire Chief to best reflect the current operations of the fire department.

The current Article I, II, and III of Chapter 20, Fire Prevention and Protection Code of Ordinances are hereby repealed and replaced by the new Article I, II, and III as presented.

Article I, Section 20-01 through 20-02 establishes the Office of the Fire Marshal roles and responsibilities and an arson reward.

Article II, Section 20-03 outlines the adopted 2018 International Fire Code (IFC) and the 2018 Life Safety Code (NFPA 101).

Article II, Section 20-04 lists the adopted amendments to the 2018 International Fire Code (IFC). The 2018 IFC amendments are based on a review of the fire codes by a committee of the North Central Texas Council of Governments (NCTCOG) and local amendments specific to Lockhart.

Article II, Section 20-05 lists the adopted amendments to the 2018 Life Safety Code (NFPA 101).

Article III, Section 20-06 through 20-89 is reserved.

Article IV (Hazardous Materials Spills, and Article V (Outdoor Burning) are unchanged.

The fire codes are being updated in coordination with other city codes such as the Building Code.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PROJECT SCHEDULE (if applicable): The updated Chapter 20, Fire Prevention and Protection of the Code of Ordinance of the City of Lockhart, including adopting the 2018 International Fire Code (IFC) with local amendments, and the 2018 Life Safety Code (NFPA 101) with local amendments, will become effective 30 days after ordinance adoption.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: The current fire code, the International Fire Code (IFC) 2015 Edition and the 2015 Life Safety Code with local amendments was adopted by ORDINANCE NO: 2017-31 on September 5, 2017.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends adopting amendments to Chapter 20, Fire Prevention and Protection and adopting the 2018 IFC and 2018 Life Safety Code with amendments as presented by the Fire Chief.

LIST OF SUPPORTING DOCUMENTS: FIRE Ordinance 2022-25 clean v1, Current Chapter 20 FIRE PREVENTION AND PROTECTION, Fire Code Survey 6-22, Lockhart 2018 Fire Code Amendments

ORDINANCE 2022-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AMENDING CHAPTER 20, FIRE PREVENTION AND PROTECTION, BY REPEALING CURRENT ARTICLES I, II, AND III AND ADDING NEW ARTICLES I, AND II OF THE CODE OF ORDINANCES; PROVIDING FOR PENALTY, SEVERABILITY, REPEALER, PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the Lockhart Fire Chief recommends that the Lockhart Code of Ordinances, Chapter 20, Fire Prevention and Protection, be updated; and

WHEREAS, the Lockhart City Council desires to amend Chapter 20, Fire Prevention and Protection Code, to change, add, and delete certain sections as requested by the Lockhart Fire Chief; and

WHEREAS, the Lockhart City Council finds that proposed changes, additions and deletions of the City's Fire Prevention and Protection Code are necessary for the health, safety, and welfare of the community.

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

- I. Chapter 20 "Fire Prevention and Protection" is hereby amended as follows, with all existing provisions not shown remaining unchanged:

ARTICLE I. GENERAL PROVISIONS

Sec. 20-01. - Office of the Fire Marshal.

- (a) The office of the Fire Marshal and the Fire Prevention Division are hereby established. The Fire Chief will serve as the Fire Marshal unless the position is assigned to other Fire Department personnel. The State Fire Marshal's Office or other qualified contractors may be used for fire investigations, fire inspections and plans review when deemed necessary or in absence of a Fire Marshal.
- (b) If assigned, the Fire Marshal shall report directly to the Fire Chief and shall supervise the operations of the Fire Prevention Division.
- (c) The Fire Marshal shall have the authority to investigate or cause to be investigated the cause, origin, and circumstances of any fire, explosion, or other condition deemed hazardous to life or property.
- (d) The Fire Chief, Fire Marshal or other designated "fire code official" is authorized to enforce the provisions of the adopted fire code of the City of Lockhart and shall have the authority to render interpretations of the adopted fire code and to adopt policies, procedures, rules, and regulations to clarify the application of its provisions.

- (e) The Fire Prevention Division shall conduct fire prevention education programs for the benefit of the schools, commercial businesses, convalescent homes, churches, and the general public in the interest of fire prevention and public safety.

Sec. 20-02 - Arson reward.

- (a) The city shall maintain a standing reward and shall be bound and obligated to pay a reward, and this section shall constitute a standing offer by the city and be an obligation and an agreement by the city to pay a reward of \$250 to any person voluntarily furnishing or obtaining the information leading to an arrest and conviction of any person guilty of the crime and offense of arson committed within the city limits.
- (b) No person who at the time he or she furnishes such information is an official or employee of the city, county or state shall be entitled directly or indirectly to receive such an award or any part thereof.
- (c) Not more than one reward shall be paid for any one fire, and in case two or more persons shall claim the reward the city shall not be liable to pay such award unless and until a court of competent jurisdiction has established the rights of the parties without cost to the city.
- (d) No claims for the reward shall be allowed or paid unless the claim is filed with the city within 30 days after the arrest and conviction has become final, and unless the claim is so filed within 30 days the liability of the city for payment of such reward shall cease.

ARTICLE II. - FIRE PREVENTION

Sec. 20-03 – Adopted Fire Codes; violations and penalties.

- (a) The International Fire Code (IFC), 2018 Edition, together with Appendices B, D, E, F, G, H, and I is adopted by reference, as hereafter amended and/or revised, to the same extent as though such code were copied at length herein, all as recommended by the International Code Council, and is designated as the fire prevention and protection code of the city, a copy of which is on file in the office of the Fire Code Official of the City of Lockhart Fire Department.
- (b) The Life Safety Code (NFPA 101), 2018 Edition, together with Annexes is adopted by reference, as hereafter amended and/or revised, to the same extent as though such code were copied at length herein, all as recommended by the National Fire Protection Association, and is designated as the life safety code of the city, a copy of which is on file in the office of the Fire Code Official of the City of Lockhart Fire Department.
- (c) Violations and penalties. Any person, firm, corporation, or agent who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed or continued, and upon conviction of any such violation such person shall be punished within the limits and as provided by state and local laws, and in accordance with section 110 of the 2018 Edition of the International Fire Code (IFC).

- (d) The provisions of this chapter are applicable within both the city limits and within 5,000 feet outside the city limits. The doing or performing of any act in violation of this chapter is additionally defined as a nuisance and hereby prohibited. The fire marshal shall enforce this chapter as it may be necessary to prevent and summarily abate and remove the nuisance in accordance with V.T.C.A., Local Government Code § 217.042, as hereinafter amended. This subsection shall not apply within the corporate limits, limited purpose annexation areas, or extraterritorial jurisdiction (ETJ) of another municipality as defined in V.T.C.A., Local Government Code § 1.005.

Sec. 20-04 – Adopted amendments to the 2018 International Fire Code (IFC)

The following sections, paragraphs, and sentences of the *2018 International Fire Code* (IFC) are hereby amended as follows: Standard type is text from the IFC. Underlined type is text inserted. Lined through type is deleted text from IFC.

Section 101.1; change to read as follows:

Insert Name of Jurisdiction: City of Lockhart

Section 102.1; change #3 to read as follows:

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.

Section 105.3.3; change to read as follows:

105.3.3 Occupancy Prohibited before Approval. The building or structure shall not be occupied prior to the fire code official issuing a permit when required and conducting associated inspections indicating the applicable provisions of this code have been met.

Section 108.5; add Section 108.5.1 to read as follows:

108.5.1 Removal From Service. No fire protection system may be taken out of service or allowed to remain out of service beyond normal working hours without the prior approval of the fire code official. The fire code official shall be notified prior to any fire sprinkler or standpipe system being temporarily or permanently removed from service. No operation protected by a fire suppression system may be used or operated while the fire suppression system is out of service.

Section 109.1; add Section 109.1.1 to read as follows:

109.1.1 Construction Board of Appeals. The Lockhart Construction Boards of Appeals shall serve as the Fire Code Board of Appeals.

Section 109.3; add Section 109.3.1 to read as follows:

109.3.1 Appeal of Decisions. The Fire Code Board of Appeals members shall be qualified to examine the fire code and to make decisions as to the validity of interpretations of the fire code by the fire code official but shall not have the authority to waive fire code requirements. Any appeal to the decision of the Fire Code Board of Appeals shall be to City Council in writing addressed to the City Secretary within ten (10) days of such decision by the Board of Appeals. The appeal shall appear as a City Council agenda item within a reasonable time frame of such notice of appeal.

The City Council shall decide the validity of the interpretation by the fire code official of the fire code issues being appealed but shall not have the authority to waive fire code requirements except as may be duly amended by ordinance.

Section 110.4; change to read as follows:

Insert Offense: Misdemeanor

Insert Amount: \$2,000

Insert Number of Days: 30

Section 112.4; change to read as follows:

Insert Amounts: \$500 to \$2,000

Section 202; amend and add definitions to read as follows:

[B] AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation or for whom staff has accepted responsibility for care recipients already incapable. This group may include but not be limited to the following:

- Dialysis centers
- Procedures involving sedation
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

[B] ATRIUM. An opening connecting ~~two~~ three or more stories... *{remaining text unchanged}*

[B] DEFEND IN PLACE. A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

FIRE WATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire, and notifying the fire department.

FIREWORKS. Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, *deflagration*, *or detonation*, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.3G fireworks or 1.4G fireworks. ... *{Remainder of text unchanged}*...

HIGH-PILED COMBUSTIBLE STORAGE: add a second paragraph to read as follows:

Any building classified as a group S Occupancy or Speculative Building exceeding 12,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified, a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification, and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement, and other such minor repairs.

SELF-SERVICE STORAGE FACILITY. Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

STANDBY PERSONNEL. Qualified fire service personnel, approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the jurisdiction.

UPGRADED OR REPLACED FIRE ALARM SYSTEM. A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

Section 307.1.1; change to read as follows:

307.1.1 Prohibited Open Burning. Open burning shall be prohibited that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

Exception: {No change.}

Section 307.2; change to read as follows:

307.2 Permit Required. A permit shall be obtained from the *fire code official* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or open burning-a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality (TCEQ) guidelines and/or restrictions.
2. State, County, or Local temporary or permanent bans on open burning.
3. Local ordinances or written policies, as established by the *fire code official*.

Section 307.3; change to read as follows:

307.3 Extinguishment Authority. ~~When open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, the fire code official is authorized to order the extinguishment of the open burning operation. The fire code official is authorized to order the extinguishment of open burning that creates or adds to a hazardous or objectionable situation by the permit holder, or another responsible person or the fire department.~~

Section 307.4.4 change to read as follows:

307.4.4 Permanent Outdoor Firepit. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Building Code.

Section 308.1.4; change to read as follows:

308.1.4 Open-flame Cooking Devices. ~~Charcoal burners and other~~ Open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be ~~operated~~ located or used on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20-pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 pounds (5 containers).
2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20-pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs. (2 containers).
3. {No change.}

Section 308.1.6.3; change to read as follows:

308.1.6.3 Sky Lanterns. A person shall not release or cause to be released an untethered unmanned free-floating device containing an open flame or other heat source, such as but not limited to a sky lantern.

Section 319.4.1; change to read as follows:

319.4.1 Fire Protection for Cooking Equipment. Cooking equipment shall be protected by automatic fire extinguishing systems in accordance with Section 904.12.

Exception: If vehicle was not constructed with an automatic fire extinguishing system, a Class K wet-chemical portable fire extinguisher must be present.

Section 405.4; change Section 405.4 to read as follows:

405.4 Time. The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

Section 501.4; change to read as follows:

501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure, ~~such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with Section 505.2.~~

Section 503.2.1; change to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than ~~20-24 feet (6096 mm)~~ 7315 mm, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than ~~13 feet 6 inches (4115 mm)~~ 14 feet (4267 mm).

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance when approved.

Section 503.2.2; change to read as follows:

503.2.2 Authority. The *fire code official* shall have the authority to require an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations.

Section 503.2.3; change Section 503.2.3 to read as follows:

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support imposed loads of 80,000 Lbs. for fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

Section 503.3; change to read as follows:

503.3 Marking. ~~Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING — FIRE LANE Striping, signs, or other markings, when approved by the fire code official, shall be provided for fire apparatus access roads to identify such roads, or prohibit the obstruction thereof. The means by which fire lanes are designated Striping, signs and other markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired when necessary to provide adequate visibility.~~

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” and shall be 12” wide and 18” high. Signs shall be painted on a white background with letters and borders in red, using not less than 2” lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6’6”) above finished grade. Signs shall be spaced not more than fifty feet (50’) apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the fire code official.

Section 503.4; change to read as follows:

503.4 Obstruction of Fire Apparatus Access Roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.

Section 505.1; change to read as follows:

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained.

Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 3 ½ inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

Section 506 add Section 506.1.3:

506.1.3 Required Locations. Lock boxes approved by the Fire Code Official shall be installed in all new or existing buildings which have fire sprinkler systems, alarm systems, or other fire protection systems connected to an alarm service.

Section 507.3; add Section 507.3.1 and Section 507.3.2 to read as follows:

507.3.1 Fire Flow Requirements. Required Fire hydrant flows shall be provided for all new buildings and changes of occupancy classification in existing buildings. Calculations are in Appendix B.

507.3.2 Residual Pressures. The fire flow requirements listed in this section shall be met with a minimum of 20 pounds per square inch residual. This residual must be maintained in residential, commercial, and industrial areas.

Section 507.5.3; add Section 507.5.3.1 to read as follows:

507.5.3.1 Cost. The cost of maintaining private fire hydrants and water tanks on private property will be the burden of the occupant and/or owner of that property.

Section 507.4; change to read as follows:

507.4 Water Supply Test Date and Information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 “Recommended Practice for Fire Flow Testing and Marking of Hydrants” and within one year of sprinkler plan submittal. The *fire code official* shall be notified prior to the water supply test. Water supply tests shall be witnessed by the *fire code official* or approved documentation of the test shall be provided to the *fire code official* prior to final approval of the water supply system. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the *fire code official*.

Section 507.5.4; change to read as follows:

507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

Section 507.5; add Section 507.5.7:

507.5.7 Fire Hydrant Specifications.

- a. Fire hydrants shall be improved type Mueller and conform to AWWA Specification C-502 and shall have one (1) 4 ½” pumper connection and two (2) 2 ½” hose connections. Threads for hose connections shall be National Standard Threads (NST). Operating nut will be 18” to 24” above finished grade. Fire hydrants will be red in color.
- b. Fire hydrants shall be spaced no more than every 600 feet in residentially zoned areas and no more than one every 300 feet in commercially and industrially zoned areas.
- c. Fire hydrants shall be installed in accordance with City of Lockhart construction standards.

Section 901.6; add Section 901.6.4 to read as follows:

901.6.4 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled, or transmitted or caused or permitted to be given, signaled, or transmitted in any manner.

Section 901.7; change to read as follows:

901.7 Systems Out of Service. Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated, or an *approved fire watch* shall be provided for all occupants left unprotected by the

shut down until the *fire protection system* has been returned to service. ... {Remaining text unchanged}

Section 903.1.1; change to read as follows:

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted instead of in addition to automatic sprinkler protection where recognized by the applicable standard and, or as approved by the fire code official.

Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:

903.2.11.3 Buildings 55 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories with an occupant load of 30 or more, other than penthouses in compliance with Section 1510 of the *International Building Code*, located 55 feet (16,764 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exceptions:

- ~~1.—Open parking structures in compliance with Section 406.5 of the *International Building Code, having no other occupancies above the subject garage.*~~
- ~~2.—Occupancies in Group F-2.~~

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings Over 10,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 10,000 sq. ft. or greater and in all existing buildings that are enlarged to be 10,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the *International Building Code*.

Section 903.3.1.1.1; change to read as follows:

903.3.1.1.1 Exempt Locations. When approved by the *fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such ... {text unchanged}... because it is damp, of fire-resistance-rated construction or contains electrical equipment, including:

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
- ~~4. In rooms or areas that are of noncombustible construction with noncombustible contents.~~

5. Fire service access-Elevator machine rooms, and machinery spaces, and hoist ways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
6. {Delete.}

Section 903.3.1.3; change to read as follows:

903.3.1.3 NFPA 13D Sprinkler System's. *Automatic sprinkler systems* installed in one and two-family *dwellings*; Group R-3; Group R-4, Condition 1; and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

Section 903.3.5; add a second paragraph to read as follows:

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 5-psi safety factor. Reference Section 507.4 for additional design requirements.

Section 903.4.2; add second paragraph to read as follows:

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

Section 905.3; add Section 905.3.9 and exception to read as follows:

905.3.9 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

1. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
2. R-2 occupancies of four stories or less in height having no interior corridors.

Section 906; add Section 906.3.5 to read as follows:

906.3.5 Multifamily. Fire extinguishers are required for all multifamily dwellings new and existing. Location of fire extinguishers;

- a. **Outside** - If fire extinguishers are located outside the individual unit(s), one shall be on each level (if a multi-level building). The maximum travel distance (the furthest point to reach the extinguisher) shall not exceed 75 feet. If this distance is exceeded, another extinguisher shall be provided. The size and type of these extinguishers shall be a minimum 2A-10BC (≈5 lb.).
- b. **Inside** - If fire extinguishers are located inside each unit, only one 1A-10BC (≈2½ lb.) is required.
 1. When mounting extinguishers, they must be no less than 4 inches from the floor, nor higher than 5 feet from the ground. The recommended height is about 3½ feet,

measured to the top of the extinguisher. If located outside, an approved container is required.

2. The property owner shall be responsible for the inspection, maintenance, and recharging or refilling of the extinguishers located on their property. Units shall be mounted per NFPA standards. This inspection and maintenance shall be completed each year by a trained licensed technician.

Section 907.1; add Section 907.1.4 to read as follows:

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

Section 907.2.1; change to read as follows:

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies ~~where the~~ having an occupant load due to the assembly occupancy is of 300 or more persons, or where the Group A occupant load is more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.-10 of the International Building Code shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: {No change.}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

Section 912.2; add Section 912.2.3 to read as follows:

912.2.3 Hydrant Distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

Section 912; add Section 912.3.1 to read as follows:

912.3.1. All Fire Department Connections (FDC) will be 2½" female swivel outlets with National Standard Thread (NST) and caps. All FDC's will have a visible sign as required in Section 912.

Section 1004.9; add Section 1004.9.1 to read as follows:

1004.9.1 Temporary Closure. When the fire code official determines any building or other structure is in violation of the posted occupancy capacity, they shall temporarily order the establishment closed, and may obtain the assistance of law enforcement agencies to enforce the order. The temporary closure of such a building or structure shall be limited to a period of time sufficient to evacuate the building and count the total number of occupants therein (including employees), and to reduce the actual number of occupants to constitute compliance with the building and fire codes.

Section 1031.2; change to read as follows:

1031.2 Reliability. Required *exit accesses, exits, and exit discharges* shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency ~~where the building area served by the means of egress is occupied~~. An *exit or exit passageway* shall not be used for any purpose that interferes with a means of egress.

Section 1103.3; add sentence to end of paragraph as follows:

Provide emergency signage as required by Section 606.3.

Section 1103.5.3; change to read as follows:

Insert Date By Which Sprinkler System Must Be Installed: 24 months from date of written notification from the fire code official.

Section 1103.5; add Section 1103.5.5 to read as follows:

1103.5.5 Spray Booths and Rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

Section 1103.7; add Section 1103.7.7 and 1103.7.7.1 to read as follows:

1103.7.7 Fire Alarm System Design Standards. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1103.7.7.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.

Section 2304.1; change to read as follows:

2304.1 Supervision of Dispensing. The dispensing of fuel at motor fuel-dispensing facilities shall be conducted ~~by a qualified attendant or shall be under the supervision of a qualified attendant at all times or shall be in accordance with Section 2204.3.~~ the following:

1. Conducted by a qualified attendant; and/or,
2. Under the supervision of a qualified attendant; and/or
3. At an unattended self-service facility in accordance with Section 2304.3.

At any time, the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

Section 5601.1.3; change to read as follows:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. When approved for fireworks displays, storage, and handling of fireworks as allowed in Section 5604 and 5608.
2. Manufacture, assembly, and testing of fireworks as allowed in Section 5605.
- ~~3.2. The use of fireworks for approved fireworks displays as allowed in Section 5608.~~
- ~~4. The possession, storage, sale... {Delete remainder of text.}~~

Section 5601.1.3; add paragraph at end to read as follows:

5601.1.3. Except as herein provided, it shall be unlawful for any person to possess, store, offer for sale, sell at retail, or use or explode any fireworks within the corporate limits of, or within 5,000 feet of the city limits. The presence of any fireworks as defined in Chapter 56 of this code within the jurisdiction of the city, and within 5,000 feet of the city limits, without appropriate license and permit, is hereby declared to be a public nuisance.

Section 5704.2.9.6.1; change to read as follows:

Jurisdiction to Specify: Includes designated downtown Fire Limits

Section 5704.2.11.4.2; change to read as follows:

5704.2.11.4.2 Leak Detection. Underground storage tank systems shall be provided with an *approved* method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

Section 5706.2.4.4; change to read as follows:

Jurisdiction to Specify: Includes designated downtown Fire Limits

Section 5806.2; change to read as follows:

Jurisdiction to Specify: Includes designated downtown Fire Limits

Section 6104.2; change to read as follows:

Jurisdiction to Specify: Includes designated downtown Fire Limits

Section 6104; add Section 6104.2.1, thru Section 6104.2.3 to read as follows:

6104.2.1. All persons who reside in areas within the city which are served by the company providing natural gas service, may as an option have liquified petroleum gas service only if such installations are underground.

6104.2.2. No equipment using liquified petroleum gases shall be permitted within the established fire limits of the city.

6104.2.3. Equipment used for the purpose of storing wholesale quantities of such gases within the city for the specific purpose of resale to the general public, shall meet all requirements as outlined in Chapter 61, 2018 International Fire Code, Liquefied Petroleum Gases.

Section 6107.4 and 6109.13; change to read as follows:

6107.4 Protecting Containers from Vehicles. Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators, and piping shall be protected in accordance with NFPA 58 Section 312.

6109.13 Protection of Containers. LP-gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4.

Exception: ~~Vehicle impact protection shall not be required for protection of LP-gas containers where the containers are kept in lockable, ventilated cabinets of metal construction.~~

**{Applicable to those jurisdictions adopting Appendix B}
Table B105.2; change footnote a. to read as follows:**

a. The reduced fire-flow shall be not less than 4,000 1,500 gallons per minute.

Sec. 20-05 – Adopted amendments to the 2018 Life Safety Code

The following sections, paragraphs, and sentences of the 2018 Life Safety Code are hereby amended as follows: Standard type is text from the Life Safety Code. Underlined type is text inserted. Lined through type is deleted text from Life Safety Code.

Sec. 4.6.4.1, shall be amended to read as follows:

Section 4.6.4.1. Rehabilitation projects in historic buildings ~~shall~~ may comply with the provisions of Chapter 43.

Sec. 12.3.5, is hereby amended to add Section 12.3.5.5 as follows:

12.3.5.5, Existing Assemblies shall not be made to comply unless modifications are made to the existing building which in the opinion of the Fire Code Official constitutes a threat to Life Safety.

Sec. 24.3.5 is hereby amended to add Section 24.3.5.1.1:

24.3.5.1.1, A requirement of this state or of an ordinance or order of a political subdivision that an automatic fire sprinkler system be installed in a new one-family or two-family dwelling may not be enforced with respect to a dwelling under 7,500 square feet in size. A prospective owner of a one or two-family dwelling under 7,500 square feet in size in a jurisdiction in which an automatic fire sprinkler system would otherwise be required to be installed in the home may choose whether or not to have the system installed. A builder in a jurisdiction in which an automatic fire sprinkler system is required to be installed in any new one-family or two-family dwelling shall offer a person with whom the builder contracts for the construction of a new one-family or two-family dwelling under 7,500 square feet in size the option of installing an approved automatic fire sprinkler system in accordance with the International Residential Code applicable to the construction under V.T.C.A., Property Code § 430.001.

ARTICLE III. – RESERVED

Secs. 20-06—20-89. - Reserved.

All other Articles and Sections below are unchanged.

ARTICLE IV. - HAZARDOUS MATERIALS SPILLS

ARTICLE V. - OUTDOOR BURNING

II. 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 or applicable state law

III. Repealer: All other ordinances, section, 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: The City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

V. It is hereby officially found and determined that the meeting at which this ordinance was passed was open in the public as required by law.

VI. 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 or any other portion, provision or regulation.

VII. Effective Date: That this ordinance shall become effective thirty (30) days after passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE _____ DAY OF _____, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney

Chapter 20 - FIRE PREVENTION AND PROTECTION^[1]

Footnotes:

--- (1) ---

Cross reference— Fire protection regulations at airport, § 4-85; buildings and building regulations, ch. 12; fire limits, § 12-29; emergency management, ch. 16; fire safety standards in manufactured home parks, § 34-241 et seq.; fires in parks, § 40-61; following fire apparatus or ambulance, § 56-413.

State Law reference— Municipal fire protection, V.T.C.A., Local Government Code ch. 342.

ARTICLE I. - IN GENERAL

Sec. 20-1. - Fire marshal.

- (a) The fire marshal shall be appointed and removed by the fire chief, with the approval of the city manager. The state fire marshal office or other qualified contract person shall be used in the absence of a fire marshal.

(Code 1966, §§ 11-21, 11-32; Code 1982, § 9-1; Ord. No. 87-15, § 1, 9-28-87; Ord. No. 00-15, § I, 7-18-00; Ord. No. 02-48, § I, 11-19-02; Ord. No. 2017-31, § I, 9-5-17)

Sec. 20-2. - Arson reward.

- (a) The mayor of the city is hereby required, authorized and empowered to offer a reward of not less than \$1,000.00, payable to the person or persons who shall be responsible for the arrest and conviction of any person committing in the city the crime of arson as the same is now defined by the state penal code.
- (b) Whenever the mayor shall be informed that any fire occurring in said city was of an incendiary origin, he shall call for a report on the same by the city fire marshal, and if the marshal shall report that such fire was caused by the commission of the crime of arson, it shall become the duty of the mayor to offer the reward prescribed in subsection (a) of this section, which reward shall be in the form of a proclamation duly issued by the mayor under his official signature and attested by the seal of the city, and which shall be posted upon conspicuous places, one of which shall be the city hall in accordance with the regulations of the state insurance department.
- (c) Upon information being given by any person causing the arrest and conviction of any person guilty of the specific crime of arson, and upon the final conviction of such person, the person giving such information shall be entitled to receive the reward offered in subsection (a) of this section from the city.

(Code 1966, §§ 11-8—11-10; Code 1982, § 9-2; Ord. No. 90-04, pt. 1, 3-6-90)

Sec. 20-3. - Duty to investigate fires.

Section 104.10, International Fire Code, 2015 Edition, shall be adopted by reference as written.

(Ord. No. 00-15, § I, 7-18-00; Ord. No. 02-48, § I, 11-19-02; Ord. No. 2017-31, § I, 9-5-17)

Sec. 20-4. - Powers and duty of fire marshal.

Section 104.1, International Fire Code, 2015 Edition, shall be amended as follows.

The Code Official of the City of Lockhart shall have all powers enumerated by the International Fire Code, 2015 Edition as existing or as subsequently amended, so long as those powers enumerated in the International Fire Code do not conflict with the laws of the United States, or the State of Texas, or with ordinances passed by the City Council of the City of Lockhart.

Section 110, International Fire Code, shall be adopted by reference as written.

(Ord. No. 00-15, § I, 7-18-00; Ord. No. 02-48, § I, 11-19-02; Ord. No. 06-20, § I, 5-2-06; Ord. No. 2013-22, § I, 7-16-13; Ord. No. 2017-31, § I, 9-5-17)

Sec. 20-5. - Inspection of premises, removal or repair of dangerous conditions.

Section 106, International Fire Code, 2015 Edition, shall be adopted by reference as written.

(Ord. No. 00-15, § I, 7-18-00; Ord. No. 02-48, § I, 11-19-02; Ord. No. 2017-31, § I, 9-5-17)

Sec. 20-6. - Unlawful to maintain fire hazards.

Section 110, International Fire Code, shall be adopted by reference as written.

(Ord. No. 00-15, § I, 7-18-00; Ord. No. 02-48, § I, 11-19-02)

Sec. 20-7. - Fire code board of appeals.

Section 108 together with Appendix A, International Fire Code, 2015 Edition, Board of Appeals shall be adopted by reference with the below amendments:

Section 108.1 Board of appeals established shall be amended to add the following sentence at the beginning of that section.

The Construction Boards of Appeals shall serve as the Fire Code of Appeals.

Section 108.3 Qualifications shall be amended to read as follows:

Section 108.3 Qualifications and Appeal of Decisions. Board members shall be qualified to examine the fire code and to make decisions as to the validity of interpretations of the fire code by the fire code official, but shall not have the authority to waive fire code requirements. Any appeal to the decision of the Fire Code Board of Appeals shall be to City Council in writing addressed to the City Secretary within ten (10) days of such decision by the Board of Appeals. The appeal shall appear as a City Council agenda item within a reasonable time frame of such notice of appeal. The City Council shall decide the validity of the interpretation by the fire code official of the fire code issues being appealed, but shall not have the authority to waive fire code requirements except as may be duly amended by ordinance.

(Ord. No. 00-36, § I, 11-21-00; Ord. No. 02-48, § I, 11-19-02; Ord. No. 2010-08, § I, 2-16-10; Ord. No. 2017-31, § I, 9-5-17)

Secs. 20-8—20-30. - Reserved.

ARTICLE II. - FIRE PREVENTION CODE

Sec. 20-31. - Adopted; violations and penalties.

- (a) The International Fire Code, 2015 Edition, together with Appendices is adopted by reference, as hereafter amended and/or revised, to the same extent as though such code were copied at length herein, all as recommended by the International Code Council, and is designated as the fire prevention and protection code of the city, a copy of which is on file in the office of the Fire Code Official of the City of Lockhart Fire Department.
- (b) The Life Safety Code (NFPA 101), 2015 Edition, together with Annexes is adopted by reference, as hereafter amended and/or revised, to the same extent as though such code were copied at length herein, all as recommended by the National Fire Protection Association, and is designated as the life safety code of the city, a copy of which is on file in the office of the Fire Code Official of the City of Lockhart Fire Department.
- (c) Violations and penalties. Any person, firm, corporation, or agent who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed or continued, and upon conviction of any such violation such person shall be punished within the limits and as provided by state laws, and in accordance with section 1-8.
- (d) The provisions of this chapter are applicable within both the city limits and within 5,000 feet outside the city limits. The doing or performing of any act in violation of this chapter is additionally defined as a nuisance and hereby prohibited. The fire marshal shall enforce this chapter as it may be necessary to prevent and summarily abate and remove the nuisance in accordance with V.T.C.A., Local Government Code § 217.042. This subsection shall not apply within the corporate limits, limited purpose annexation areas, or extraterritorial jurisdiction (ETJ) of another municipality as defined in V.T.C.A., Local Government Code § 1.005.

(Code 1966, § 11-1; Code 1982, § 9-16; Ord. No. 93-06, pt. 1, 7-6-93; Ord. No. 94-04, pt. 1, 2-15-94; Ord. No. 00-15, § I, 7-18-00; Ord. No. 02-48, § I, 11-19-02; Ord. No. 06-20, § I, 5-2-06; Ord. No. 2013-22, § I, 7-16-13; Ord. No. 2017-31, § I, 9-5-17)

Sec. 20-32. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

As the fire hose is laid of the truck means the distance along the route the fire truck will travel from the principal entrance(s) of the structure (the driveway entrance to the property for buildings within 150 feet of a public right-of-way) to the nearest fire hydrant. The total distance shall include the radial distance from said entrance and may utilize public and private streets, approved fire lanes and/or drive access ways, parking lot lanes and other access roadways, but in no case shall the truck travel route be measured across grass, wooded or landscaped areas, over curbs, through fences or ditches.

Code official meaning the fire chief, fire marshal, code enforcement officer, or other designated authority charged by the applicable governing body with the duties of administration and enforcement of the code, or a duly authorized representative, shall be removed.

Fire apparatus access road means a road that provides fire apparatus access from a fire station to a facility, building, or portion thereof. This is a general term inclusive of all other terms such as fire lane, public street, private street, parking lot lane and access roadway.

Reference: Chapter 2, International Fire Code, 2000, Edition.

Fire chief means the chief officer of the fire department serving the jurisdiction, or a duly authorized representative.

Reference: Chapter 2, International Fire Code, 2000, Edition.

Fire code official means the fire chief, fire marshal, code enforcement officer, or other designated authority charged by the applicable governing body with the duties of administration and enforcement of the code, or a duly authorized representative.

Fire lane means a road or other passageway developed to allow the passage of fire apparatus. The fire lane is not necessarily intended for vehicular traffic other than fire apparatus. It shall also mean the area of the surface of a parking facility including curbing, having a minimum unobstructed width of not less than twenty (20) feet, and located at points of egress and ingress of any building adjacent to a parking facility.

Municipality means the City of Lockhart, Texas.

Parking facility means a private property adjacent to (front, sides and rear) and usable for vehicular parking by customers of any building.

Parking facility owner shall mean the owner or lessee of a parking facility if such owner or lessee is operating a business located in a building the entrances (front, rear and sides) are adjacent to the parking facility.

(Code 1966, §§ 11-1.1, 11-2, 11-3; Code 1982, § 9-17; Ord. No. 00-15, § I, 7-18-00; Ord. No. 02-48, § I, 11-19-02; Ord. No. 06-20, § I, 5-2-06; Ord. No. 2013-22, § I, 7-16-13; Ord. No. 2017-31, § I, 9-5-17)

Cross reference— Definitions generally, § 1-2.

Sec. 20-33. - Fire hazard prohibited.

Sec. 308.3.1, International Fire Code, Open Flame Cooking Devices, shall be adopted by reference as written.

Section 307.5, International Fire Code, 2000 Edition, Open Flame Cooking Devices, shall be removed.

(Ord. No. 94-04, pt. 2, 2-15-94; Code 1982, § 9-18; Ord. No. 02-48, § I, 11-19-02; Ord. No. 06-20, § I, 5-2-06; Ord. No. 2013-22, § I, 7-16-13)

Sec. 20-34. - International Fire Code amendments.

Section 107.5. Rendering equipment inoperable.

- (a) Portable or fixed fire-extinguishing systems or devices and fire-warning systems shall not be rendered inoperative or inaccessible except as necessary during emergencies, maintenance, repairs, alterations, drills or prescribed testing.
- (b) No fire protection system may be taken out of service or allowed to remain out of service beyond normal working hours without the prior approval of the fire code official. The fire code official shall be notified prior to any fire sprinkler or standpipe system being temporarily or permanently removed from service. No operation protected by a fire suppression system may be used or operated while the fire suppression system is out of service.

Sec. 108, International Fire Codes, Board of Appeals, together with Appendix A, shall be adopted by reference as written except as provided in Section 20-7 of the Code of Ordinances.

Section 111.4 is amended to read as follows:

Section 111.4. Failure to comply. Any person who continues work after having been served with a stop work order, except such work the Fire Code Official has directed to be performed to remedy a violation or unsafe condition, shall be liable for a fine not to exceed \$2,000.00. Each day that a violation continues after notice of violation has been served shall be deemed a separate offense.

Sec. 304, International Fire Code, Combustible Waste Material, shall be adopted by reference as written.

Section 403 is amended by adding the following:

Section 403.2.2. Enforceability. The public safety plan, as described in 403.2 and approved by the Fire Code Official, shall be complied with and is enforceable under provisions of this code. Any violation of the plan shall be punishable by a fine of at least \$500.00.

Sec. 503, International Fire Code, Fire Apparatus Access Roads, Secs. 503.1; 503.1.1; 503.1.2; 503.1.3; and Appendix D, shall be adopted by reference as written.

Sec. 503, International Fire Code, Fire Apparatus Access Roads, (Fire Lanes), Sections 503.2; 503.2.1; 503.2.2; 503.2.3; 503.2.4; 503.2.5; 503.2.6; 503.2.7; 503.3; 503.4; 503.5; 503.5.1; 503.6. Appendix D, and Texas Transportation Code Subchapter B, Unauthorized Vehicles, Section 684.011, and Subchapter G, Stopping, Standing and Parking, Section, 545.302, shall be adopted by reference as written.

Sec. 503.3, International Fire Code, Marking, shall have new sections added to read as follows:

Sec. 503.3.1 Marking of Fire Lanes (No Curb Areas).

In areas where fire lanes are required but no continuous curb is available, the following method will be used to mark the fire lanes.

From the point the fire lane begins to the point at which the fire lane ends, including the area of the parking surface behind designated parking spaces which adjoin a fire lane, there shall be marked a continuous eight (8") inch red stripe with the wording "FIRE LANE — TOW AWAY ZONE" in white letters at least three inches tall at intervals not exceeding fifty (50') feet.

Sec. 503.3, International Fire Code, Marking, shall have a new section added to read as follows:

Sec. 503.3.2 Destruction of Fire Lane or Tow Away Signs.

"It is hereby unlawful for any person, without lawful authority to alter, destroy, deface, injure, knock down, or remove any sign designating a fire lane or tow away zone erected under the terms of this code, or to deface a curb marking in any manner".

Section 503 is amended to add as follows: (Applies to buildings under construction).

Section 503.4.2 Required access. Approved vehicle access for fire fighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 50 feet of temporary or permanent fire department connections. Vehicle access shall be provided to within 150 feet of all portions of the exterior wall of the first story of each building prior to the erection of combustible material within that building. Vehicle access shall be provided by either temporary or permanent roads capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.

Section 503.6 is amended by adding the following to read as follows:

Section 503.6.1 Gates. All gates that obstruct emergency access roads or drives, whether on public or private property, must be permitted by the Fire Code Official. All gates or obstructions must comply with written installation standards and maintenance requirements as set forth by the Fire Code Official.

Section 503.6.2 Access. All gates that have access codes, locks, key controls, or other obstructions shall be maintained in an operable condition so that they can be opened by the fire department or other

emergency service when needed. Failure to maintain these gates in an operable condition may result in the imposition of a fine and/or revocation of the gate permit.

Sec. 505, International Fire Code, Premises Identification, shall be adopted by reference as written.

Sec. 505, International Fire Code, Premises Identification (Addresses), shall be amended by adding new Sections 505.1.2; and 505.1.3 to read as follows:

Sec. 505.1.2 Addresses for Multiple Building Complexes.

For the purposes of life safety protection, approved building numbers shall be required for all new/existing building complexes composed of multiple structures so that the number is plainly visible and legible from the parking surface roadway after upon entering the complex. Arabic numerals or Alphabet letters on individual buildings shall not be smaller than twelve (12") inches, and shall be in contrasting colors to the background to which they are attached. Signs are also to be affixed to the exterior of each building denoting the individual unit numbers and/or letters assigned to each building, or side of a building within the complex. Numbers and/or letters are to be a minimum of four (4") inches in height. All residential structures which provide for rear vehicular access from a dedicated public street and/or alleyway shall conspicuously post the designated number so that it is visible from the alleyway.

Sec. 505.1.3 Responsibility to Maintain Addresses.

It shall be the responsibility of the person in charge or owner of the premises to maintain all numbers and/or letters required under the provisions of this ordinance.

Section 506 is amended by adding the following subsection to read as follows:

Section 506.3. Location. Lock boxes approved by the Fire Code Official shall be installed in all new buildings that have fire sprinkler systems, alarm systems, or other fire protection systems that are connected to an alarm service.

Section 507.1 is amended to read as follows: (Applies to buildings under construction).

Section 507.1.1. When required. Water supply complying with Section 507 shall be provided within 500 feet of all portions of the exterior wall of the first story of each building prior to the erection of combustible material for that building.

Section 507.2.1 is amended to read as follows:

Section 507.2.1. Private fire service mains. Private fire service mains and appurtenances shall be installed in accordance with NFPA 24 and local jurisdiction construction standards.

Section 507.3 is amended to read as follows:

Section 507.3. Fire flow. The purpose of this section is to provide direction for the design and installation of fire service and water utilities. This section shall be used in conjunction with all other adopted and referenced codes and standards. If this section conflicts with other codes or standards, the most restrictive shall apply.

507.3.1. Definitions. For the purposes of this section, the following words shall have the meanings shown herein:

Commercial means the use of a building or structure for commercial operations including, but not limited to, hotels, motels, apartments, and dwellings excluding one- and two-family dwellings.

Residential means a one- or two-family dwelling.

507.3.2. Fire flows required.

- (a) Every fire hydrant shall be capable of providing a minimum flow of 500 gpm in areas used for residential and 1,500 gpm in areas used for commercial or industrial.
- (b) Fire hydrant flows determined by the Insurance Services Organization's (ISO) Fire Suppression Rating Schedule shall be provided for all new buildings and changes of occupancy classification in existing buildings. Calculations are in Appendix B.
- (c) Fire hydrant flows for buildings provided with fire sprinkler systems shall either meet the requirements of subsection (b) or not be less than the required flow of the sprinkler system plus 500 gpm.
- (d) The flow requirements listed in this section shall be met with a minimum of 20 pounds per square inch residual. This residual must be maintained in residential, commercial, and industrial areas. Flow in residential areas is to be calculated at 1.5 gpm per living unit.
- (e) If the Fire Code Official determines that an occupancy is of a hazardous nature, or if special hazards exist in addition to the normal hazard of the occupancy, section 901 of the International Fire Code, 2009 Edition shall apply.

Section 507.5 is amended to read as follows:

Section 507.5. Fire hydrant systems.

- (a) A fire hydrant is an approved national standard three-way hydrant connected to six-inch or larger water mains.
- (b) A two-way hydrant is not recognized unless it was installed before January 1, 1985, or it was installed in conjunction with nationally approved sprinkler systems.
- (c) Fire hydrants shall conform to the latest version of the AWWA Standard for Dry Barrel Fire Hydrants.
- (d) Fire hydrants shall have one, 4.5 inch steamer and two, 2.5 inch side connections with National Standard threads. The centerline of the steamer connection shall be a minimum of 18 inches above the ground surface.
- (e) Hydrants must be located so that no portion of any new structure is more than 500 feet, as the hose lies, on accessible approved roadways.
- (f) Hydrants shall be spaced no less than every 500 feet in residentially zoned areas and no less than one every 300 feet in commercially and industrially zoned areas.
- (g) The City of Lockhart Water Department shall have the authority to develop and approve new fire hydrant installation methods and standards consistent with the application of this section.
- (h) Hydrants shall be installed in accordance with local jurisdiction construction standards.

Section 507.5.2 is amended by adding the following:

Section 507.5.2.1. Cost. The cost of maintaining fire hydrants on private property will be the burden of the occupant and/or owner of that property.

Section 507.5.3 is amended by adding the following:

Section 507.5.3.1. Water mains required.

- (a) Water mains shall be at least eight inches and large enough to supply the required fire flows. All developers shall provide an engineer certified computer model or hand calculation to the fire and engineering departments. The model or calculation shall indicate the minimum fire flows that will be met. Existing mains shall come into compliance with this requirement when they undergo major repairs or when the fire flow demands of new construction or new occupancy classifications in existing construction exceed the existing fire flows.
- (b) New eight-inch dead-end main more than 1,320 feet long must be looped.

- (c) New eight-inch looped main shall not exceed 2,500 feet, unless approved by the fire and engineering departments.
- (d) Any six-inch lead lines for hydrants cannot exceed 100 feet and, in no case, reduce the amount of required fire flow. Six-inch lines are not permitted for use as a utility line or fire line for fire hydrants for commercial structures.
- (e) Private fire service mains and water tanks shall be periodically inspected, periodically tested, and maintained in accordance with NFPA 25. Reports for the inspection or test shall be on a form as specified by the fire code official.

Section 507.5.4 is amended to read as follows:

Section 507.5.4. Obstruction. Posts, fences, vehicles, growth, trash, storage, and other materials or objects shall neither be placed within five feet of nor kept near fire hydrants, fire department inlet connections, or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. No person shall place or maintain an obstruction near fire protection equipment or a fire hydrant so that the fire department is deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

Section 507.5.5 is amended to read as follows:

Section 507.5.5. Clear space around hydrants. A 5-foot clear space shall be maintained around the circumference of fire hydrants except as otherwise required or approved.

Section 507 is amended by adding the following:

Section 507.5.7. Marking. The location of all fire hydrants shall be identified with a blue reflective road dot placed near the center of the roadway in front of the hydrant.

Sec. 508, International Fire Code, Fire Protection Water Supplies, together with Appendix B and C, and Texas Transportation Code, Subchapter G, Stopping, Standing and Parking, Section 545.302, shall be adopted by reference as written.

Exception 1 to Section 603.4 is amended to read as follows:

Exceptions:

1. Unvented fuel-fired heaters that are listed and approved for installation in one- and two-family dwellings may be used therein.

Section 604.2.14.3 is amended to read as follows:

Section 604.2.14.3. Emergency systems. Exit signs, exit illumination as required by Chapter 10, and elevator car lighting are classified as emergency systems and shall operate within 10 seconds of failure of the normal power supply for egress lighting and shall be capable of being transferred to the standby source.

Section 605.5.1 is amended to read as follows:

Section 605.5.1. Power supply. Extension cords shall be plugged directly into an approved receptacle and, except for approved multiplug extension cords, shall serve only one portable appliance.

Section 605.9 is amended to read as follows:

Section 605.9. Temporary wiring. Temporary wiring for electrical power and lighting installations is not allowed to exceed a period of 90 days. This includes decorative holiday lighting, carnivals and similar purposes. Temporary wiring methods shall meet the applicable provisions of the ICC International Electrical Code or National Electrical Code as adopted. Temporary wiring for construction purposes shall be removed at the end of construction.

Section 605 is amended by adding the following:

Section 605.11. Labels for disconnecting means. Each disconnecting means for each service feeder, or branch circuit shall be legibly marked to indicate its purpose at the point where it originates. Where the service feeder or branch is located on a building or other structure, a description of the device and address of the building must be prominently displayed utilizing a marking of sufficient durability to withstand the environment involved. A list of acceptable marking devices and labels can be obtained through the electric utility department.

Section 605 is amended by adding the following:

Section 605.13. Labels for disconnecting means. Each disconnecting means for each service feeder, or branch circuit shall be legibly marked to indicate its purpose at the point where it originates. Where the service feeder or branch is located on a building or other structure, a description of the device and address of the building must be prominently displayed utilizing a marking of sufficient durability to withstand the environment involved. A list of acceptable marking devices and labels can be obtained through the electric utility department.

Section 610.1 is amended to add as follows:

Section 601.1.1 Operations such as the warming of foods, cooking demonstrations, and similar operations that use solid flammables, butane, or other similar devices which do not pose an ignition hazard may be approved by the fire code official.

Section 807.4.3.2 is amended to read as follows: (Applies to Schools)

Section 807.4.3.2 Artwork. Flammable or combustible materials posted on walls shall be limited to not more than 20 percent of the wall area in corridors and not more than 50 percent of the wall area of each wall in classrooms. Artwork and teaching materials are not an exception to this requirement.

Section 807.4.4.2 is amended to read as follows: (Applies to Day-Care facilities)

Section 807.4.4.2 Artwork. Flammable or combustible materials posted on walls shall be limited to not more than 20 percent of the wall area in corridors and not more than 50 percent of the wall area of each wall in classrooms. Artwork and teaching materials are not an exception to this requirement.

Sec. 903, International Fire Code, Automatic Sprinkler Systems, shall be adopted by reference as written.

Section 903.1 is amended by adding the following:

Section 903.1.2. More restrictive section applies. Where fire sprinklers are required in other sections of this code, the most restrictive requirement will apply to methods of construction, installation, or other system requirements.

903.2.10 is amended to read as follows:

Section 903.2.10. Group S-2. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-2 occupancy where one of the following conditions exist:

1. Where a Group S-2 fire area exceeds 18,000 square feet; Exception: Open parking garages.
2. Where the fire area of an enclosed parking garage exceeds 12,000 square feet; or
3. Where enclosed parking garages are located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

Section 903.2 is amended by adding the following:

Section 903.2.13. Other occupancy classifications. An automatic sprinkler system shall be provided throughout all buildings classified as Group B with the exception of Group B ambulatory health care facilities, and Group F-2 having a fire area exceeding 15,000 square feet.

Section 903.2.14 is amended as follows:

Section 903.2.14. Additions and Expansions. Any building constructed after July 26, 2013, which with attached construction, alteration, or addition to an existing structure of any group that causes the structure to exceed 15,000 sq. ft. For purposes of this section, an automatic fire sprinkler system is to be installed in the non-conforming or existing structure in addition to the new construction area.

Section 903.2.16. International Fire Code, 2000 Edition, Chapter 9, Fire Protection Systems, (Existing Buildings), shall be removed.

Section 903.3.1.2 is amended by adding the following:

Section 903.3.1.2.3. Exterior closets. Sprinkler protection shall be provided in closets (regardless of size) that are accessible from the exterior of the building.

Sec. 906, International Fire Code, Portable Fire Extinguishers, shall be adopted by reference as written.

Section 906.3.1.2.1 is added.

Section 906.3.1.2.1 Fire Extinguishers minimum standards - Fire extinguishers are required for all multifamily dwellings new and existing.

- A. Outside - if fire extinguishers are located outside the individual unit(s), one shall be on each level (if a multi-level building). The maximum travel distance (the furthest point to reach the extinguisher) shall not exceed 75 feet. If this distance is exceeded, another extinguisher shall be provided. The size and type of these extinguishers shall be a minimum 2A-10BC (≈5 lb.).
- B. Inside - if fire extinguishers are located inside each unit, only one 1A-5BC (≈2½ lb.) is required.
 - 1. When mounting extinguishers, they must be no less than 4 inches from the floor, nor higher than 5 feet from the ground. The recommended height is about 3½ feet, measured to the top of the extinguisher. If located outside, an approved container is required.
 - 2. The property owner shall be responsible for the inspection, maintenance, and recharging or refilling of the extinguishers located on their property. Units shall be mounted per NFPA standards. This inspection and maintenance shall be completed each year by a trained licensed technician.
- C. *Exception* - The above requirements can be met by installation according to NFPA 10 adopted addition.

Section 907.2.6.1.1 is amended by adding the following:

Where more than one smoke alarm is required to be installed in an existing dwelling unit, existing units interconnection is required based the year of the original installation. In occupancies where new fire alarms are being installed based on code required upgrades or to new building code standards, they must meet interconnectivity standards in the residential and building codes respectively.

Sec. 1003, International Fire Code, 2015 Edition, General Means of Egress. Sections 1003.2.2.5.1; and 1003.2.2.5.2 shall be removed.

Section 1404.7 is amended to read as follows:

Section 1404.7. Electrical. Temporary wiring for electrical power and lighting installations used in connection with the construction, alteration or demolition of buildings, structures, equipment or similar activities shall comply with the Section 605.9 and NFPA 70.

Section 1410.1 is amended to read as follows: (Applies to buildings under construction)

Section 1410.1. Required access. Approved vehicle access for fire fighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 50 feet of temporary or permanent fire department connections. Vehicle access shall be provided to within 150 feet of all portions of the exterior wall of the first story of each building prior to the erection of combustible material within that building. Vehicle access shall be provided by either temporary or permanent roads capable of supporting

vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.

Section 1412.1 is amended to read as follows: (Applies to buildings under construction)

Section 1412.1. When required. Water supply complying with Section 507 shall be provided within 500 feet of all portions of the exterior wall of the first story of each building prior to the erection of combustible material for that building.

Section 2404.15.4 is amended to read as follows:

Section 2404.15.4. Operations such as the warming of foods, cooking demonstrations, and similar operations that use solid flammables, butane, or other similar devices which do not pose an ignition hazard may be approved by the fire code official.

Section 3301.2.4 is amended to read as follows: (Applies to Explosives and Fireworks)

Section 301.2.4. Financial responsibility. Before a permit is issued, as required by Section 3301.2, the applicant shall file with the jurisdiction a corporate surety bond or a public liability insurance policy in such form, amount and coverage as determined by the jurisdiction to be adequate in each case, for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The fire code official is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

Section 3308 is amended by adding the following:

Section 3308.11. Retail display and sale. Fireworks shall not be displayed for retail sale nor made available to the public.

Appendix B is amended to read as follows:

Appendix B. Fire Flow Calculations

The following information is a summary and is provided to assist in understanding the required fire flow calculation method. Refer to the Insurance Services Organization's (ISO) Fire Suppression Rating Schedule for actual calculations. Where any question or discrepancy exists Fire Suppression Rating Schedule should be followed.

The ISO's method for calculation of fire flows consider the square footage, type of construction, type of occupancy, exposure, and communication of the building to be protected. The required fire flow ("F") is determined as follows where:

A = effective area

C = construction coefficient*

O = occupancy factor*

E = exposure factor*

M = communication factor*

F = required flow

$F = 18(O)(E)(M)(C)(\sqrt{A})$

The effective area is the sum of 100% of the ground floor and 50% of all additional floors. The final result is rounded to the nearest 250 gpm up to 2,500 gpm and to the nearest 500 gpm beyond 2,500 gpm.

*See the ISO Fire Suppression Rating Schedule for details on calculation.

Residential Construction

For one- and two-family dwellings not exceeding two stories in height, the following fire flows shall be used:

Distance between buildings	Required fire flow
Over 100 feet	500 gpm
31—100 feet	750 gpm
11—30 feet	1,000 gpm
10 feet or less	1,500 gpm

Commercial Construction

Maximum square footage by construction type and gpm fire flow (without modification for occupancy and exposures):

GPM	Fire Resistive	Non-Combustible	Ordinary	Frame
1,500	22,611	12,719	8,140	3,618
1,750	30,109	16,936	10,839	4,817
2,000	38,678	21,756	13,924	6,188
2,250	48,319	27,179	17,395	7,731
2,500	59,031	33,205	21,251	9,445
3,000	83,671	47,065	30,122	13,387
3,500	112,598	63,336	40,535	18,016
4,000	145,811	82,019	52,492	23,330
4,500	183,311	103,112	65,992	29,330

5,000	225,098	126,617	81,035	36,016
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The square footage is the total of 100% of the first floor and 50% of each additional floor up to and including the 4th floor.

Appendix D is amended to read as follows:

APPENDIX D. FIRE APPARATUS ACCESS ROADS

Section D101 General.

D101.1. Scope. Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the International Fire Code as adopted herein.

Section D102 Minimum specifications.

D102.1. Grade. Fire apparatus access roads shall not exceed 10 percent in grade.

Exception: Grades steeper than 10 percent as approved by the fire chief or designee.

D102.2. Turning radius. The minimum turning radius shall be determined by the Fire Code Official.

D102.3. Dead Ends. Dead-end fire apparatus access roads in excess of 150 feet shall be provided with width and turnaround provisions in accordance with Table D102.3.

D102.4. Access and Loading. Facilities, buildings, or portions of buildings hereinafter constructed shall be accessible to fire department apparatus by way of a fire apparatus access road with an asphalt, concrete, or other driving surface approved by the Fire Code Official which is capable of supporting the fire apparatus manufacturer's specifications, but not less than 75,000 pounds (34,050 kg.).

D103 Aerial Fire Apparatus Access Roads.

D103.1. Where required. Buildings or portions of buildings or facilities exceeding 30 feet (9,144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway.

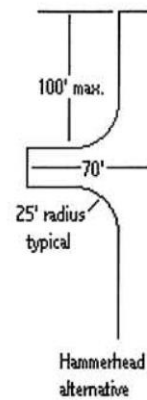
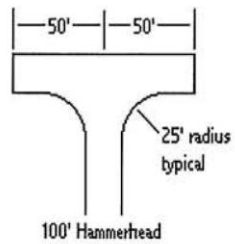
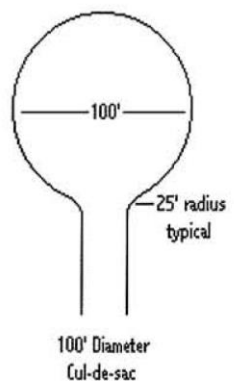
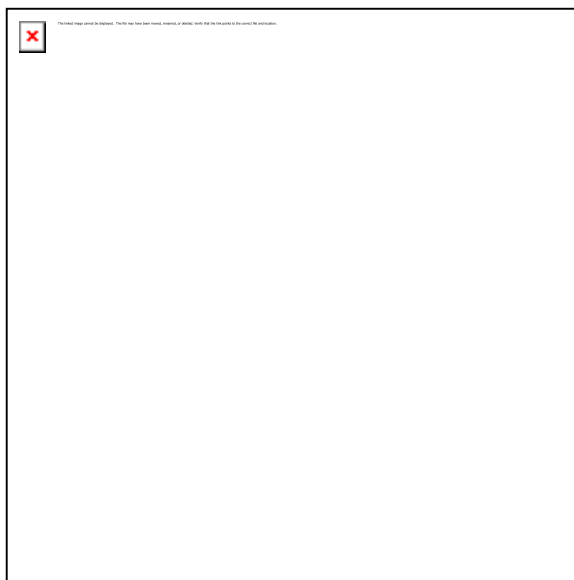
D105.2 Width. Fire apparatus access roads shall have a minimum unobstructed width of 26 feet (7,925 mm) in the immediate vicinity of any building or portion of building more than 30 feet (9,144 mm) in height.

D105.3. Proximity to building. At least one of the required access routes meeting this condition shall be located within a minimum of 15 feet (4,572 mm) and a maximum of 30 feet (9,144 mm) from the building, and shall be positioned parallel to one entire side of the building.

Table D102.3 Requirements for Dead-end Fire Apparatus Access Roads

Length (feet)	Width (feet)	Turnarounds required
0—150	20	None required
151—500	20	Shown in Figure D102.3
501—750	24	Shown in Figure D102.3
Over 750	Special approval required	

Figure D102.3 Dead-end Fire Apparatus Access Road Turnaround



Sec. 1004, International Fire Code, General Means of Egress, shall be amended by adding new Sections 1004.3.1; and 1004.3.2 to read as follows:

Sec. 1004.3.1.

Such sign shall read as follows: OCCUPANCY BY MORE THAN _____ PERSONS IS DANGEROUS AND UNLAWFUL.

It shall be unlawful to remove or deface this Notice.

Sec. 1004.3.2.

When the code official determines that any building or other structure is in violation of the posted capacity, he shall temporarily order the establishment closed, and may obtain the assistance of other law enforcement agencies to enforce his order. The temporary closure of such a building or structure shall be limited to a period of time sufficient to evacuate the building and count the total number of occupants therein (including employees), and to reduce the actual number of occupants to constitute compliance with the building and fire codes.

Chapter 29, International Fire Code, Combustible Fibers, shall be amended by adding a new Section 2903.4. (Agricultural Products) to read as follows:

- a. Storage of agricultural bales shall not be located within 25 feet to a structure or building;
- b. Storage of agricultural bales shall not be located within 25 feet to any property line, easement or right-of-way;
- c. Hay, straw or similar agricultural products stored in open fields or lots shall be stored in the following manner:
 1. Storage of agricultural bales shall be limited in stack or pile size where the dimensions are limited to no more than 7 feet in height, 12 feet in width, and 100 feet in length (8,400 cubic feet);
 2. Storage arrangements of stacks or piles shall be such where there is a separation of at least 25 feet between stacks or piles.
- d. Seed cotton, baled cotton, mote baled cotton, sisal, or similar agricultural products stored in open fields or lots shall be stored in the following manner:
 1. Storage of mote bale cotton shall be limited in stack or pile size where the dimensions are limited to no more than 8 feet in height, 8 feet in width, and 40 feet in length (2,560 cubic feet). Storage arrangements of stacks or piles shall be such where there is a separation of at least 10 feet between stacks or piles.
 2. Storage of module baled cotton shall be limited in stack or pile size where the height is limited to no more than 8 feet and the length is no more than 33 feet, and the storage arrangements of stacks or piles shall be such where there is a separation of at least 10 feet between stacks or piles.

Chapter 33, International Fire Code, Explosives and Fireworks shall be adopted by reference as written.

Chapter 33, International Fire Code, Explosives and Fireworks shall be amended by adding a new Section 3301.1.3.1, Fireworks (Restrictions), to read as follows:

"Except as herein provided, it shall be unlawful for any person to possess, store, offer for sale, sell at retail, or use or explode any fireworks within the corporate limits of, or within 5,000 feet of the city. The presence of any fireworks as defined in Sec. 3302 of this code within the jurisdiction of the city, and within 5,000 feet of the city limits, without appropriate license and permit, is hereby declared to be a public nuisance".

Chapter 33, International Fire Code; Explosives and Fireworks shall be amended under Section 3301.7 Fireworks (Seizure); to read as follows:

"The code official, and/or any peace officer commissioned by the city are directed to seize, take, remove, and cause to be removed at the expense of the owner, all stocks of fireworks offered for sale, stored, held or otherwise found in violation of this article".

"The code official, and/or any peace officer commissioned by the city shall have the authority to stop the transportation of any fireworks and detain the person found to be transporting illegally, or to close any building where any fireworks are stored illegally.

Chapter 33, International Fire Code, Explosives and Fireworks shall be amended by adding a new Section 3301.1.3.2 (Transportation), to read as follows:

Notwithstanding any penal provisions of this article, the city attorney is authorized to file suit on behalf of the city, code official, or commissioned peace officer, for such injunctive relief as may be necessary to prevent unlawful storage, transportation, keeping or use of fireworks within the jurisdiction of the city and to aid the code official and/or any peace officer commissioned by the city in the discharge of duties and to particularly prevent any person from interfering with the seizure and destruction of such illegal fireworks, but it shall not be necessary to obtain any such injunctive relief as a prerequisite to such seizure and destruction".

Chapter 34, International Fire Code, Flammable and Combustible Liquids, shall be adopted by reference as written.

Chapter 37 International Fire Code, Combustible Fibers, shall be amended by adding a new Section 3703.4.1. (Agricultural Products) to read as follows:

- a. Storage of agricultural bales shall not be located within 25 feet to a structure or building;
- b. Storage of agricultural bales shall not be located within 25 feet to any property line, easement or right-of-way;
- c. Hay, straw or similar agricultural products stored in open fields or lots shall be stored in the following manner:
 1. Storage of agricultural bales shall be limited in stack or pile size where the dimensions are limited to no more than 7 feet in height, 12 feet in width, and 100 feet in length (8,400 cubic feet);
 2. Storage arrangements of stacks or piles shall be such where there is a separation of at least 25 feet between stacks or piles.
- d. Seed cotton, baled cotton, mote baled cotton, sisal, or similar agricultural products stored in open fields or lots shall be stored in the following manner:
 1. Storage of mote bale cotton shall be limited in stack or pile size where the dimensions are limited to no more than 8 feet in height, 8 feet in width, and 40 feet in length (2,560 cubic feet). Storage arrangements of stacks or piles shall be such where there is a separation of at least 10 feet between stacks or piles.
 2. Storage of module baled cotton shall be limited in stack or pile size where the height is limited to no more than 8 feet and the length is no more than 33 feet, and the storage arrangements of stacks or piles shall be such where there is a separation of at least 10 feet between stacks or piles.

(Ord. No. 00-15, § I, 7-18-00; Ord. No. 00-36, § II, 11-21-00; Ord. No. 00-34, § I, 11-13-00; Ord. No. 02-48, § I, 11-19-02; Ord. No. 06-20, § I, 5-2-06; Ord. No. 08-01, § I, 2-5-08; Ord. No. 2010-08, § II, 2-16-10; Ord. No. 2013-22, § I, 7-16-13; Ord. No. 2017-31, § I, 9-5-17)

Sec. 20-35. - Life Safety Code amendments.

Sec. 4.6.4.1, Life Safety Code (NFPA 101) shall be amended to read "Rehabilitation projects in historic buildings may comply with the provisions of Chapter 43".

Sec. 12.3.5, Life Safety Code, NFPA 101), Existing Assembly Occupancies, Sprinkler Requirements, shall be removed as a reference is hereby amended to read as follows:

Sec. 12.3.5, Life Safety Code, NFPA 101), Existing Assemblies shall not be made to comply unless modifications are made to the existing building which in the opinion of the Fire Code Official constitutes a threat to Life Safety.

Sec. 24.1.3.2.1 Life Safety Code, (NFPA 101), One and Two Family Dwellings, is hereby amended to read as follows:

A requirement of this state or of an ordinance or order of a political subdivision that an automatic fire sprinkler system be installed in a new one-family or two-family dwelling may not be enforced with respect to a dwelling under 7,500 square feet in size.

A prospective owner of a one-family or two-family dwelling under 7,500 square feet in size in a jurisdiction in which an automatic fire sprinkler system would otherwise be required to be installed in the home may choose whether or not to have the system installed.

A builder in a jurisdiction in which an automatic fire sprinkler system is required to be installed in any new one-family or two-family dwelling shall offer a person with whom the builder contracts for the construction of a new one-family or two-family dwelling under 7,500 square feet in size the option of installing an approved automatic fire sprinkler system in accordance with the International Residential Code applicable to the construction under V.T.C.A., Property Code § 430.001.

(Ord. No. 06-20, § I, 5-2-06; Ord. No. 2013-22, § I, 7-16-13; Ord. No. 2017-30, §§ I, II, 8-15-17; Ord. No. 2017-31, § I, 9-5-17)

Secs. 20-36—20-60. - Reserved.

ARTICLE III. - LIQUEFIED PETROLEUM GAS^[2]

Footnotes:

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Cross reference— Liquefied petroleum gas system in manufactured home parks, § 34-143; storage and handling of liquefied petroleum gases in manufactured home parks, § 34-241.

State Law reference— Liquefied Petroleum Gas Code, V.T.C.A., Natural Resources Code § 113.001 et seq.

Sec. 20-61. - Definitions.

Sec. 5801.2 of the International Fire Code 2015 Edition shall be amended to include the following:

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Equipment shall mean and include all that equipment designed to use as a fuel any form of manufactured or liquefied petroleum gases.

Standard grade shall mean that grade of article which is accepted by dealers in such equipment and recognized as complying with all fire and life safety regulations.

Liquefied petroleum gas (LP—Gas) shall mean a material which is composed predominantly of the following hydrocarbons or mixtures of them: propane, propylene, butane (normal butane or isobutene) and butylenes.

Reference—Chapter 58 , Definitions, International Fire Code, 2015 Edition

(Code 1966, § 11-43; Code 1982, § 9-31; Ord. No. 02-48, § I, 11-19-02; Ord. No. 2017-31, § I, 9-5-17)

Cross reference— Definitions generally, § 1-2.

Sec. 20-62. - Piping, appliances; minimum standards.

All persons who may install or equip any residence, business, house, apartment house, or any other building located and situated within the city with any installation of equipment shall use in any such installation, whether for domestic or industrial use, only a standard grade of pipe or piping. All appliances used in connection with any such installation shall be a standard grade and type of equipment. Any system which uses any form of manufactured or liquefied petroleum gases must bear the label of approval or listing of the Underwriters' Laboratories, Inc.

(Code 1966, § 11-44; Code 1982, § 9-32)

Sec. 20-63. - Installation, use of equipment.

- (a) Any equipment shall be installed or repaired in a workman like manner which shall comply with the provisions of the Texas Liquefied Petroleum Gas Code (V.C.T.A., Natural Resources Code, 113.001 et seq.), International Fuel Gas Code, Chapter 38, Section 3803, International Fire Code, and NFPA 58, International Fire Code 2015 Edition.
- (b) When any equipment is installed, it shall not be placed in operation or used unless and until such installation has been approved by the city inspector.
- (c) Any person installing any equipment shall, upon requesting such inspection for approval, pay an inspection fee as established by ordinance or resolution for each piece of equipment, to cover cost of inspection.

(Code 1966, § 11-45; Code 1982, § 9-33; Ord. No. 02-48, § I, 11-19-02; Ord. No. 2017-31, § I, 9-5-17)

State Law reference— Liquefied Petroleum Gas Code, V.T.C.A., Natural Resources Code § 113.001 et seq.; rules and standards, V.T.C.A., Natural Resources Code § 113.051 et seq.

Sec. 20-64. - Storage, prohibited locations.

Sec. 6104.2 of the International Fire Code, 2015 Edition shall be amended to include Sec. 6104.2.1 as follows:

- (a) No equipment using liquefied petroleum gases shall be permitted within the established fire limits of the city.
- (b) Equipment used for the purposes of storing wholesale quantities of such gases within the city for the specific purposes of resale to the general public, shall meet all requirements as outlined in Chapter 58, 2015 International Fire Code, Liquefied Petroleum Gases.
- (c) All persons who reside in areas within the city that are served by the company providing natural gas service, may as an option have liquefied petroleum gas service only if such installations are underground.

(Code 1966, § 11-46; Code 1982, § 9-34; Ord. No. 02-48, § I, 11-19-02; Ord. No. 2017-31, § I, 9-5-17)

Sec. 20-65. - Construction, operation, inspection and maintenance of tank trucks and trailers.

- (a) All tank trucks and tank trailers used for the transportation of liquefied petroleum gases within the city shall be so constructed and operated so as to comply with the provisions of the Texas Liquefied Petroleum Gas Code (V.C.T.A., Natural Resources Code 113.001 et seq.), International Fuel Gas Code and NFPA 58.
- (b) Any person who shall operate or cause to be operated any such tank truck or tank trailer within the city shall keep such equipment in good condition at all times, and upon the development of any defect(s) that would create a hazard to persons or property, such tank truck or tank trailer shall be removed from the streets of the city until such defect(s) have been repaired or faulty equipment replaced. Any such tank trucks and tank trailers shall be subject to inspection by the proper authorities at any time.
- (c) Parking and garaging of tank trucks and/or tank trailers shall comply with all requirements as specified in Section 3811, International Fire Code, and NFPA 58.

(Code 1966, § 11-47; Code 1982, § 9-35; Ord. No. 02-48, § I, 11-19-02; Ord. No. 2017-31, § I, 9-5-17)

State Law reference— Liquefied Petroleum Gas Code, V.T.C.A., Natural Resources Code § 113.001 et seq.; motor vehicles and testing laboratories, V.T.C.A., Natural Resources Code § 113.131 et seq.

Sec. 20-66. - Treatment of gas for odor.

All liquefied petroleum gas sold within the city shall be treated with a malodorant in such quantities as required by state law to create an odor easily detected in case of leaks in piping or equipment.

(Code 1966, § 11-48; Code 1982, § 9-36)

State Law reference— Malodorants, Vernon's Ann. Civ. St. art. 6053, § 2.

Secs. 20-67—20-89. - Reserved.

ARTICLE IV. - HAZARDOUS MATERIALS SPILLS

Sec. 20-90. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Hazardous materials means any substance or materials in a quantity or form which, in the determination of the fire chief or his authorized representative, pose an unreasonable risk of life, health or safety of persons, property or the ecological balance of the environment, and shall include, but not be limited to, such substances as explosives, radioactive materials, petroleum products or gases, poisons, etiologic (biologic) agents, flammables and corrosives.

(Ord. No. 00-05, § I, 2-15-00)

Sec. 20-91. - Abatement, responsibility.

Any individual, agency, firm or party who accidentally, negligently, or intentionally causes or is responsible for a release or spill of hazardous material affecting property within the city or its extraterritorial jurisdiction, the "responsible party" shall be responsible for the abatement, control, capture and proper disposal of such hazardous material and for all associated costs. The remedy provided by this section shall be in addition to any other remedies provided by law. Such individual agency, firm or party will have the option to secure and hire a firm qualified to abate, control, capture and dispose of these substances or request city forces to handle the spill. City departments may proceed beyond containment provided it is specifically requested by the responsible party and provided that city personnel are properly trained to the appropriate certification level, provided with the proper resources necessary to control the incident and provide for lawful disposal. City costs will be computed as outlined in section 20-92.

(Ord. No. 00-05, § I, 2-15-00)

State Law reference— Extent of extraterritorial jurisdiction, V.C.T.A., Local Government Code § 42.021

Sec. 20-92. - Costs incurred by the city to control hazardous materials.

- (a) For purposes of this article, costs incurred by the fire, police, EMS and street departments and/or any other departments of the city, "recovery costs" shall include, but not be limited to, all actual out-of-pocket expenses attributable to the response, control, or abatement of any hazardous material incident, including costs of equipment operations and personnel, costs of materials utilized, meals for personnel involved in the incident, costs of specialists, medical expenses for exposures, injuries, or illnesses resulting from an incident, experts or other contract labor not in the full-time employment of the city, costs incurred by area fire departments requested through a mutual-aid agreement with the city, and any other incidental costs incurred by the city as a result of such incident. The following fee schedule may serve as a guideline for calculating expenses:

HAZMAT RECOVERY FEES

CATEGORY	DESCRIPTION	COST	UNIT
Operations	Incident Commander	\$ 50.00	per hour
	Engine, Pumper	\$ 500.00	per hour

	Rescue	\$ 400.00	per hour
	EMS Unit (Rehab)	\$ 150.00	per hour
	Police Patrol Vehicle	\$ 75.00	per hour
	Air Cascade System	\$ 75.00	per hour
	Incident Command Vehicle	\$ 200.00	per hour
	Fire Marshal's Vehicle	\$ 75.00	per hour
	Communications Dispatch Fee	\$ 75.00	per incident
	Administration Fee		15% of invoice total
PPE	Self-Contained Breathing Apparatus	\$ 75.00	per use
	Nomex Gloves	\$ 35.00	per use
	Structural Fire Fighting Gear (per person)	\$ 60.00	per use
	Highway Safety Vest	\$ 3.00	per use
	Nomex Jump Suit	\$ 30.00	per use
Supplies	Foam	\$ 50.00	per gal
	Portable Fire Extinguisher	\$ 50.00	per use
	Absorbent	\$ 15.00	per bag
	Sand Bags-Full	\$ 10.00	per bag
	Radiation Detector-Alpha	\$ 20.00	per use
	Tri-Gas Detector	\$ 25.00	per use
	Air Bag (each)	\$ 50.00	per use

	Barrier Tape	\$ 20.00	per roll
	Camera	\$ 10.00	per use
	Film	\$ 12.00	per roll
	Film (Compact Flash/Digital)	\$ 75.00	per cd
	Cell Phone	\$ 25.00	per use
	Generator (On Board or Portable)	\$ 50.00	per hour
	Incident Accountability	\$ 10.00	per use
	Portable Lighting	\$ 15.00	per use
	Portable Radio	\$ 5.00	per use
	Traffic Cones	\$ 1.00	per use
	Traffic Control Point	\$ 15.00	per hour
	Extrication Tool	\$ 100.00	each
	Salvage Covers	\$ 25.00	each
	Thermal Imaging Camera	\$ 200.00	per incident
	PPV Fan	\$ 50.00	per hour
Personnel	Police (Traffic Control and Overtime)	Current Salary	
	Firefighters (Off-Duty Personnel Used)	Current Salary	
	EMS Personnel (Off-Duty Personnel Used)	Current Salary	

- (b) Equipment damaged or destroyed during a call. Should fire department equipment be damaged or destroyed during the course of responding to an emergency incident which is the result of an accidental, careless, negligent, or intentional act, the person responsible for the spill or emergency

incident shall be responsible for the costs of repair or current replacement cost of any such damaged or destroyed equipment, and shall be billed accordingly.

(Ord. No. 00-05, § I, 2-15-00; Ord. No. 07-25, § I, 7-17-07)

Sec. 20-93. - Services not related to hazardous materials control.

The authority to recover costs under this article shall not include actual fire suppression, rescue, medial services, etc., which are normally or usually provided by the fire, police, EMS, street and/or other city departments and are unrelated to a particular hazardous materials incident.

(Ord. No. 00-05, § I, 2-15-00)

Sec. 20-94. - Recovery costs to be placed in the general fund.

For the purposes of this article, recovery costs under this article incurred by the fire, police, EMS, street and/or other city departments shall be placed in the general fund of the city.

(Ord. No. 00-05, § I, 2-15-00)

Sec. 20-95. - Enforcement.

- (a) Any responsible party violating any provision of this article, shall be guilty of a misdemeanor. Prosecution or conviction under this provision shall never be a bar to any other remedy or relief for violation of this article.
- (b) Any violation of this article is hereby declared to public nuisance, and the council may institute any action which may be deemed necessary to restrain or abate such violation.

(Ord. No. 00-05, § I, 2-15-00)

Secs. 20-96—20-100. - Reserved.

ARTICLE V. - OUTDOOR BURNING

Sec. 20-101. - Outdoor burning.

- (a) *Purpose.* This section is adopted pursuant to regulations adopted by the Texas Commission on Environmental Quality (TCEQ) under the provisions of the Texas Clean Air Act (V.T.C.A., Health and Safety Code § 382.001 et seq.), which grant to cities certain powers to enact and enforce ordinances regulating air contaminants and air pollution, and is further adopted to promote fire prevention within the city.
- (b) *Burning prohibited.* No person shall burn or cause to be burned any grass, trash, garbage, junk, rubble, rubbish, or waste within the city.

(Ord. No. 06-43, § I, 12-5-06)

Sec. 20-102. - Definitions.

For the purpose of this section, the following definitions shall apply:

Brush means cuttings or trimmings from trees, shrubs, gardens or lawns, or similar materials.

Combustible material means magazines, books, brush, pasteboard boxes, rags, paper, straw, sawdust, packing material, shavings, boxes and all rubbish and refuse that will ignite through contact with flames of ordinary temperatures.

Combustible unit means any boiler plant, furnace, incinerator, domestic fireplace, flare, engine or other device used to oxidize solid, liquid or gaseous fuels.

Domestic waste means waste normally resulting from the function of life within a residence that can be burned include such things as kitchen garbage, untreated lumber, cardboard boxes, packaging (including plastics and rubber), clothing, grass, leaves, and branch trimmings.

Garbage means animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods and shall include all putrescent wastes, including vegetables, animal and poultry offal, and carcasses of small animals and dead fowls, and shall include all substances from all public and private establishments and from all residences.

Junk includes junked automobiles, used automobile tires and damaged or used household furnishings, as well as, non-wood construction debris, furniture, carpet, electrical wire, and appliances.

Outdoor burning means any fire or smoke producing process that is not conducted in a combustion unit.

Person means any individual, corporation, organization, partnership, business trust, association or any other legal entity.

Practical alternative means an economically, technologically, ecologically and logistically viable option. Practical alternatives may include recycling, composting, mechanical chipping or mulching, landfilling, logging, or using a state registered forced air burner system or air curtain destructor.

Property development means the uprooting, cutting or clearing of vegetation in connection with conversion for the construction of buildings, rights-of-way, residential, commercial, or industrial development, or the clearing of vegetation to enhance property value, access or production.

Residential area includes two or more occupied dwellings or buildings located within 100 feet of each other.

Rubbish means nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, food, excelsior, furniture, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

Rubble includes debris resulting from construction, reconstruction or repair of buildings, and includes all waste building materials.

Solid waste means garbage, rubbish, combustible materials, ashes, street cleanings, dead animals, abandoned automobiles, and all other solid waste.

Structure containing sensitive receptor(s) means a manmade structure utilized for human residence or business, the containment of livestock, or the housing of sensitive live vegetation. The term "manmade structure" does not include such things as range fences, roads, bridges, hunting blinds or facilities used solely for the storage of hay or other livestock feeds. The term "sensitive live vegetation" is defined as vegetation that has potential to be damaged by smoke and heat, examples of which include, but are not limited to, nursery production, mushroom cultivation, pharmaceutical plant production, or laboratory experiments involving plants.

Sunrise and Sunset means the times when the upper edge of the disk of the Sun is on the horizon, considered unobstructed relative to the location of interest. Atmospheric conditions are assumed to be average, and the location is in a level region on the Earth's surface.

Uncontrolled outdoor burning means any outdoor burning that is not conducted pursuant to an exemption provided in this article.

(Ord. No. 06-43, § I, 12-5-06)

Sec. 20-103. - Declaration of nuisance.

Uncontrolled outdoor burning of rubbish, garbage, brush, combustible materials and all other solid waste within the city limits is hereby declared to be and within 5,000 feet of the city limits is a nuisance that creates conditions that are detrimental to the lives, health and property of the citizens of the city and interferes with the enjoyment of property and the public peace and comfort.

(Ord. No. 06-43, § I, 12-5-06)

Sec. 20-104. - Uncontrolled outdoor burning prohibited.

No person may cause, suffer, allow or permit any uncontrolled outdoor burning of rubbish, garbage, brush, combustible materials or solid waste within the city limits or within 5,000 feet of the city limits.

Exceptions. The provisions of this section shall not apply to the following:

- (a) Outdoor burning in connection with the preparation of food.
- (b) Campfires and fires used solely for recreational purposes or for ceremonial occasions.
- (c) Domestic burning for heat and cooking within any dwelling unit when contained in an approved fireplace. Barbeque pits, smokers, L.P. cookers, or similar open flame cooking equipment shall not be used within ten feet of any structure.
- (d) Burning within an incinerator constructed and maintained in accordance with the most current editions of the standards and specifications of the National Fire Protection Association. Burning for the purpose of property development or land clearing operations shall be by trench burner or air curtain operations.
- (e) Fires set for the purpose of training firefighting personnel associated with the city.
- (f) Burning for the purpose of removing fire hazards on written approval of the fire marshal, or burning when the mayor of the city has issued an emergency disaster declaration.
- (g) Agricultural burning for the removal crops, grass and other vegetable matter when zoned agricultural open space located more than 1,000 feet from a residential area or another location containing sensitive receptors, and upon permit from the fire marshal.
- (h) Burning of brush in areas that are zoned agricultural open space when located more than 250 feet from a residential area or another location containing sensitive receptors, and upon permit from the fire marshal.

(Ord. No. 06-43, § I, 12-5-06)

Sec. 20-105. - Permit requirements.

Nothing contained in this section shall be construed as permitting any burning in violation of any rule, regulation or order of the Texas Clean Air Act or TCEQ rules and regulations.

- (a) Any person desiring to conduct outdoor burning under the preceding section 20-104 of this section shall apply for and obtain a permit from the Lockhart Fire Marshal. Applications for outdoor burning shall be submitted to the city at least five working days prior to the requested burn day. A detailed and accurate site plan shall be submitted for approval. A copy of the permit and all required paperwork shall be maintained at the burn site for the duration of the permit. Burning for personal use identified in section 20-104(c) does not need a permit. Permits may only be used by the original applicant, and may not be assigned or otherwise transferred.

- (b) Burning shall be commenced and conducted only when wind direction and other meteorological conditions are such that smoke and other pollutants will not cause adverse effects to any public road, landing strip, navigable water or off-site structure containing sensitive receptor(s). Wind speed shall be a minimum of six miles per hour and a maximum of 23 miles per hour.
- (c) If at any time the burning causes or may tend to cause smoke to blow onto or across a road or highway, it is the responsibility of the person initiating the burn to post flag persons on affected roads in accordance with the requirements of the Texas Department of Transportation and the Texas Department of Public Safety.
- (d) Burning shall not be conducted during periods of actual or predicted persistent low-level atmospheric temperature inversions or in areas covered by a current air stagnation advisory.
 - 1. The initiation of burning shall commence no earlier than one hour after sunrise.
 - 2. Burning shall be completed and the fire completely extinguished on the same day not later than one hour before sunset.
 - 3. The permitted open burn shall be attended by a responsible party at all times. In no case shall the extent of the burn area be allowed to increase after this time period. A permit period shall be commensurate with the projected time period necessary for the outdoor burning and the expiration date shall be stated on the permit.

(Ord. No. 06-43, § I, 12-5-06)

Sec. 20-106. - Outdoor burning.

- (a) Only material derived from the burn site may be burned on that site. Materials may not be brought in from other sites to be burned.
- (b) Electrical insulation, treated lumber, plastics, non-wood construction or demolition materials, heavy oils, asphaltic materials, potentially explosive materials, chemical wastes, and items containing natural or synthetic rubber shall not be burned.
- (c) Burning of brush may be permitted provided the brush pile is no closer than 50 feet from a public roadway or property line. A brush pile cannot be larger than 25 feet in diameter and not higher than 15 feet. Piles may not be spaced closer than 50 feet between piles. Only one pile may be burned at a time. At least one serviceable portable fire extinguisher with a rating of 4A:10B:C rating shall be within 30 feet of the burn pile.

(Ord. No. 06-43, § I, 12-5-06)

Sec. 20-107. - Trench burners and air curtain operations.

The city may issue a permit for trench burning (air curtain incineration) during non-emergency periods provided that all regulations contained in this division are met and a valid burn permit has been secured from the city. Materials to be burned in a trench shall be limited to trees, brush and untreated lumber. Only material derived from the burn site may be burned on that site. Materials may not be brought in from other sites to be burned.

- (a) Trench burning or air curtain operations must be conducted downwind of or at least 1,000 feet from any residential area, or structure containing sensitive receptor(s) located on adjacent properties.
- (b) A trench-burning machine carrying a current burning permit issued by the state air control board shall be used. Proof of such permit shall be submitted in a manner acceptable to the city.

- (c) A site-specific permit may also been issued by the county pollution control department. Proof of such permit shall be submitted in a manner acceptable to the city.
- (d) Operation of the equipment and burning procedures shall conform to the most restrictive provisions of the state air control board's permits and the special conditions listed in this division.
- (e) Liability insurance in the minimum amount of \$500,000.00 shall be carried by the operator of the trench burning equipment. Proof of such liability insurance must be submitted in a manner acceptable to the city.
- (f) The owner of the property on which the burning is to take place shall give written permission to the operator to conduct the trench burning on his property.
- (g) Both the property owner and the equipment operator shall agree to the conditions established by this division and by all permits.
- (h) Starting the fire. Opacity of emissions from the trench and from the operation of the blower shall not exceed 20 percent averaged over a five-minute period, except for a start-up period, which shall not exceed 20 minutes. Opacity shall be measured as outlined in Chapter 13, "Visible Emissions Evaluation" of the Commission Sampling Procedures Manual, as published in January 1983, and as subsequently revised.
 - 1. Fill pit to a level no more than two feet below bottom of manifold with small trees and brush, if possible.
 - 2. Use propane or other LPG fire torch or commercial flamethrower to ignite materials.
 - 3. Engage burner. Allow pit to completely ignite and reach operating temperature before loading more material into the pit.
- (i) Capping the pit at the end of each day shall be required. Materials shall not be added to the trench such that the materials will not be consumed by the one hour before sunset time limit. The blower shall remain in the on position until all material is consumed so that any remaining material in the trench will not smoke or smolder when the blower is turned off.
 - 1. Using spoils (dirt) from pit excavation cover pit with a minimum of one foot of dirt.
 - 2. Using trackhoe compact pit cap, using more material if needed, until no visible smoke can be detected.
 - 3. Extinguish any isolated residual fires or smoldering objects that could cause a nuisance or hazard.

(Ord. No. 06-43, § I, 12-5-06)

Sec. 20-108. - General requirements for allowable outdoor burning.

Outdoor burning that is authorized pursuant to the preceding subsection (f) of this section shall be subject to the following requirements:

- (a) Burning shall not be conducted during periods of: (1) "Red Flag" warnings as issued by the Texas Forest Service and National Weather Service, (2) actual or predicted persistent low-level atmospheric temperature inversions or in areas covered by a current air stagnation advisory.
- (b) Electrical insulation, treated lumber, plastics, non-wood construction/demolition materials, heavy oils, asphaltic materials, potentially explosive materials, chemical wastes, and items containing natural or synthetic rubber must not be burned.

(Ord. No. 06-43, § I, 12-5-06)

Sec. 20-109. - Permit revocation.

A permit shall be denied or revoked by the fire marshal upon occurrence of any one or more of the following:

- (a) The permittee provides false information on the permit application.
- (b) The permittee does not comply with requirements of this article.
- (c) The permittee adds garbage, rubbish, brush, combustible materials or any other solid waste to the permitted burn site for which the permit has not been issued.

(Ord. No. 06-43, § I, 12-5-06)

Sec. 20-110. - Responsibility for consequences of outdoor burning.

- (a) The authority to conduct outdoor burning under this section does not exempt, nor excuse the person who is issued the permit, from the consequences, damages, or injuries resulting from the burning. And, it does not exempt nor excuse anyone from complying with all other applicable laws or ordinances, regulations and orders of governmental entities having jurisdiction even though the burning is otherwise conducted in compliance with the section.
- (b) Cost recovery. Any person who conducts outdoor burning, whether permitted outdoor burning or not-permitted outdoor burning, will be liable for the recovery of costs associated with emergency responders, police, fire and EMS departments, or mutual aid fire departments who respond to extinguish an unwanted or out of control fire.

(Ord. No. 06-43, § I, 12-5-06)

SURVEY OF NEIGHBORING CITIES

2018 IFC Code Amendments						
	Lockhart Current	Lockhart Proposed	Taylor	San Marcos	New Braunfels	Sequin
Fire Lane Width (503.2.1)	20'	24'	20'	24'	20'	24'
Commercial Address Numbers (505.1)	4"	6"	6" +	12"	6"	6"
Building Sq. Ft. Fire Sprinklers (903.2.11.9)	12,000 sq ft	10,000 sq ft	12,000 sq ft	6,000 sq ft	12,000 sq ft	6,000 sq ft
Water Based System Safety Factor (903.3.5)	0 psi	5 psi	10 psi	5 psi	0 psi	10 psi
Appendices Adopted	All	B,D,E,F,G,H,I	B,C,D,E,F,G,H,I,L	B,D,E,F,G	B,D,E,F,G,H,I	B,D,E,F,G
Adopted Fire Code	2015	2018	2018	2015	2018	2015

The Regional Codes Coordinating Committee of the NCTCOG provides expertise and support to the Executive Board and Environment and Development Department staff on issues relating to building construction and the standardization of building codes.

SUMMARY OF CHANGES FROM NCTCOG COMMITTEE

****Section 503.2.1; change to read as follows:** Recommended by NCTCOG Committee

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than ~~20-24 feet (6096 mm 7315 mm)~~, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than ~~13 feet 6 inches (4115 mm)~~ 14 feet (4267 mm).

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance when approved.

(Reason: Amendments to 503.2.1 and 503.2.2 recognize that the equipment now used in firefighting is increasing in size. The code already recognizes that larger dimensions may be required under Section 503.2.2. The amendments are to standardize the dimensions for this area. With the increase in fire apparatus size, this will allow for the passage of two fire apparatus during a fire or EMS emergency.)

SUMMARY OF CHANGES FROM NCTCOG COMMITTEE

****Section 505.1; change to read as follows:** Recommended by NCTCOG Committee

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than ~~4 inches (102 mm)~~ 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained.

Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 3 ½ inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

(Reason: To increase the minimum addressing requirements for commercial properties and establish a minimum for single-family residential properties. Such improves legibility of these signs which are critical to emergency response in a more timely manner.)

****Section 903.2.11; add 903.2.11.9 as follows:** Recommended by NCTCOG Committee as an Option to 6,000 sq. ft.

903.2.11.9 Buildings Over 10,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 10,000 sq. ft. or greater and in all existing buildings that are enlarged to be 10,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the *International Building Code*.

(Reason: Provides jurisdictions options as to their desired level of sprinkler protection based on multiple factors including firefighting philosophies/capabilities.)

****Section 903.3.5; add a second paragraph to read as follows:** Recommended by NCTCOG Committee a 10-psi safety factor

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 5-psi safety factor. Reference Section 507.4 for additional design requirements.

(Reason: To define uniform safety factor for the region.)

City of Lockhart
Local Amendments to the 2018 International Fire Code (IFC) 6-21-22

The following sections, paragraphs, and sentences of the *2018 International Fire Code* (IFC) are hereby amended as follows: Standard type is text from the IFC. Underlined type is text inserted. Lined through type is deleted text from IFC.

Section 101.1; change to read as follows:

Insert Name of Jurisdiction: City of Lockhart

Section 102.1; change #3 to read as follows:

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.

Section 105.3.3; change to read as follows:

105.3.3 Occupancy Prohibited before Approval. The building or structure shall not be occupied prior to the fire code official issuing a permit when required and conducting associated inspections indicating the applicable provisions of this code have been met.

Section 108.5; add Section 108.5.1 to read as follows:

108.5.1 Removal From Service. No fire protection system may be taken out of service or allowed to remain out of service beyond normal working hours without the prior approval of the fire code official. The fire code official shall be notified prior to any fire sprinkler or standpipe system being temporarily or permanently removed from service. No operation protected by a fire suppression system may be used or operated while the fire suppression system is out of service.

Section 109.1; add Section 109.1.1 to read as follows:

109.1.1 Construction Board of Appeals. The Lockhart Construction Boards of Appeals shall serve as the Fire Code Board of Appeals.

Section 109.3; add Section 109.3.1 to read as follows:

109.3.1 Appeal of Decisions. The Fire Code Board of Appeals members shall be qualified to examine the fire code and to make decisions as to the validity of interpretations of the fire code by the fire code official but shall not have the authority to waive fire code requirements. Any appeal to the decision of the Fire Code Board of Appeals shall be to City Council in writing addressed to the City Secretary within ten (10) days of such decision by the Board of Appeals. The appeal shall appear as a City Council agenda item within a reasonable time frame of such notice of appeal. The City Council shall decide the validity of the interpretation by the fire code official of the fire code issues being appealed but shall not have the authority to waive fire code requirements except as may be duly amended by ordinance.

Section 110.4; change to read as follows:

Insert Offense: Misdemeanor

Insert Amount: \$2,000

Insert Number of Days: 30

Section 112.4; change to read as follows:

Insert Amounts: \$500 to \$2,000

Section 202; amend and add definitions to read as follows:

[B] AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation or for whom staff has accepted responsibility for care recipients already incapable. This group may include but not be limited to the following:

- Dialysis centers
- Procedures involving sedation
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

[B] ATRIUM. An opening connecting ~~two~~ three or more stories... *{remaining text unchanged}*

[B] DEFEND IN PLACE. A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

FIRE WATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire, and notifying the fire department.

FIREWORKS. Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration, or detonation, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.3G fireworks or 1.4G fireworks. ... *{Remainder of text unchanged}*...

HIGH-PILED COMBUSTIBLE STORAGE: add a second paragraph to read as follows:

Any building classified as a group S Occupancy or Speculative Building exceeding 12,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified, a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification, and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement, and other such minor repairs.

SELF-SERVICE STORAGE FACILITY. Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

STANDBY PERSONNEL. Qualified fire service personnel, approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the jurisdiction.

UPGRADED OR REPLACED FIRE ALARM SYSTEM. A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

Section 307.1.1; change to read as follows:

307.1.1 Prohibited Open Burning. Open burning ~~shall be prohibited~~ that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

Exception: {No change.}

Section 307.2; change to read as follows:

307.2 Permit Required. A permit shall be obtained from the *fire code official* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or open burning-a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality (TCEQ) guidelines and/or restrictions.
2. State, County, or Local temporary or permanent bans on open burning.
3. Local ordinances or written policies, as established by the *fire code official*.

Section 307.3; change to read as follows:

307.3 Extinguishment Authority. ~~When open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, the fire code official is authorized to order the extinguishment of the open burning operation.~~ The fire code official is authorized to order the extinguishment of open burning that creates or adds to a hazardous or objectionable situation by the permit holder, or another responsible person or the fire department.

Section 307.4.4 change to read as follows:

307.4.4 Permanent Outdoor Firepit. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Building Code.

Section 308.1.4; change to read as follows:

308.1.4 Open-flame Cooking Devices. ~~Charcoal burners and other~~ Open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be operated located or used on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20-pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 pounds (5 containers).
2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20-pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs. (2 containers).
3. {No change.}

Section 308.1.6.3; change to read as follows:

308.1.6.3 Sky Lanterns. A person shall not release or cause to be released an ~~untethered~~ unmanned free-floating device containing an open flame or other heat source, such as but not limited to a sky lantern.

Section 319.4.1; change to read as follows:

319.4.1 Fire Protection for Cooking Equipment. Cooking equipment shall be protected by automatic fire extinguishing systems in accordance with Section 904.12.

Exception: If vehicle was not constructed with an automatic fire extinguishing system, a Class K wet-chemical portable fire extinguisher must be present.

Section 405.4; change Section 405.4 to read as follows:

405.4 Time. The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

Section 501.4; change to read as follows:

501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure. , ~~such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided.~~ Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with Section 505.2.

Section 503.2.1; change to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than ~~20-24 feet (6096 mm 7315 mm)~~, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than ~~13 feet 6 inches (4115 mm)~~ 14 feet (4267 mm).

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance when approved.

Section 503.2.2; change to read as follows:

503.2.2 Authority. The *fire code official* shall have the authority to require an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations.

Section 503.2.3; change Section 503.2.3 to read as follows:

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support imposed loads of 80,000 Lbs. for fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

Section 503.3; change to read as follows:

503.3 Marking. ~~Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING—FIRE LANE Striping, signs, or other markings, when approved by the fire code official, shall be provided for fire apparatus access roads to identify such roads, or prohibit the obstruction thereof. The means by which fire lanes are designated~~ Striping, signs and other markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired when necessary to provide adequate visibility.

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high. Signs shall be painted on a white background with letters and borders in red, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the fire code official.

Section 503.4; change to read as follows:

503.4 Obstruction of Fire Apparatus Access Roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.

Section 505.1; change to read as follows:

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate

emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained.

Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 3 ½ inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

Section 506 add Section 506.1.3:

506.1.3 Required Locations. Lock boxes approved by the Fire Code Official shall be installed in all new or existing buildings which have fire sprinkler systems, alarm systems, or other fire protection systems connected to an alarm service.

Section 507.3; add Section 507.3.1 and Section 507.3.2 to read as follows:

507.3.1 Fire Flow Requirements. Required Fire hydrant flows shall be provided for all new buildings and changes of occupancy classification in existing buildings. Calculations are in Appendix B.

507.3.2 Residual Pressures. The fire flow requirements listed in this section shall be met with a minimum of 20 pounds per square inch residual. This residual must be maintained in residential, commercial, and industrial areas.

Section 507.5.3; add Section 507.5.3.1 to read as follows:

507.5.3.1 Cost. The cost of maintaining private fire hydrants and water tanks on private property will be the burden of the occupant and/or owner of that property.

Section 507.4; change to read as follows:

507.4 Water Supply Test Date and Information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants" and within one year of sprinkler plan submittal. The *fire code official* shall be notified prior to the water supply test. Water supply tests shall be witnessed by the *fire code official* ~~or approved documentation of the test shall be provided to the fire code official prior to final approval of the water supply system.~~ The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the *fire code official*.

Section 507.5.4; change to read as follows:

507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

Section 507.5; add Section 507.5.7:

507.5.7 Fire Hydrant Specifications.

- a. Fire hydrants shall be improved type Mueller and conform to AWWA Specification C-502 and shall have one (1) 4 ½" pumper connection and two (2) 2 ½" hose connections. Threads for hose connections shall be National Standard Threads (NST). Operating nut will be 18" to 24" above finished grade. Fire hydrants will be red in color.
- b. Fire hydrants shall be spaced no more than every 600 feet in residentially zoned areas and no more than one every 300 feet in commercially and industrially zoned areas.
- c. Fire hydrants shall be installed in accordance with City of Lockhart construction standards.

Section 901.6; add Section 901.6.4 to read as follows:

901.6.4 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled, or transmitted or caused or permitted to be given, signaled, or transmitted in any manner.

Section 901.7; change to read as follows:

901.7 Systems Out of Service. Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated, or an *approved fire watch* shall be provided for all occupants left unprotected by the shut down until the *fire protection system* has been returned to service. ... {Remaining text unchanged}

Section 903.1.1; change to read as follows:

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted ~~instead of~~ in addition to automatic sprinkler protection where recognized by the applicable standard ~~and, or as approved by the fire code official.~~

Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:

903.2.11.3 Buildings 55 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories ~~with an occupant load of 30 or more,~~ other than penthouses in compliance with Section 1510 of the *International Building Code*, located 55 feet (16,764 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exceptions:

- 1.—Open parking structures in compliance with Section 406.5 of the *International Building Code*, having no other occupancies above the subject garage.
- 2.—Occupancies in Group F-2.

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings Over 10,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 10,000 sq. ft. or greater and in all existing buildings that are enlarged to be 10,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the *International Building Code*.

Section 903.3.1.1.1; change to read as follows:

903.3.1.1.1 Exempt Locations. When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such ... *{text unchanged}*... because it is damp, of fire-resistance-rated construction or contains electrical equipment, including:

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. ~~In rooms or areas that are of noncombustible construction with noncombustible contents.~~
5. ~~Fire service access~~ Elevator machine rooms, and machinery spaces, and hoist ways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
6. {Delete.}

Section 903.3.1.3; change to read as follows:

903.3.1.3 NFPA 13D Sprinkler System's. *Automatic sprinkler systems* installed in one and two-family dwellings; Group R-3; Group R-4, Condition 1; and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

Section 903.3.5; add a second paragraph to read as follows:

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 5-psi safety factor. Reference Section 507.4 for additional design requirements.

Section 903.4.2; add second paragraph to read as follows:

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

Section 905.3; add Section 905.3.9 and exception to read as follows:

905.3.9 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

1. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
2. R-2 occupancies of four stories or less in height having no interior corridors.

Section 906; add Section 906.3.5 to read as follows:

906.3.5 Multifamily. Fire extinguishers are required for all multifamily dwellings new and existing.
Location of fire extinguishers;

- a. **Outside** - If fire extinguishers are located outside the individual unit(s), one shall be on each level (if a multi-level building). The maximum travel distance (the furthest point to reach the extinguisher) shall not exceed 75 feet. If this distance is exceeded, another extinguisher shall be provided. The size and type of these extinguishers shall be a minimum 2A-10BC (≈5 lb.).
- b. **Inside** - If fire extinguishers are located inside each unit, only one 1A-10BC (≈2½ lb.) is required.
 1. When mounting extinguishers, they must be no less than 4 inches from the floor, nor higher than 5 feet from the ground. The recommended height is about 3½ feet, measured to the top of the extinguisher. If located outside, an approved container is required.
 2. The property owner shall be responsible for the inspection, maintenance, and recharging or refilling of the extinguishers located on their property. Units shall be mounted per NFPA standards. This inspection and maintenance shall be completed each year by a trained licensed technician.

Section 907.1; add Section 907.1.4 to read as follows:

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

Section 907.2.1; change to read as follows:

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies ~~where the~~ having an occupant load ~~due to the assembly occupancy is of~~ 300 or more persons, or where the ~~Group A~~ occupant load is more than 100 persons above or below the *lowest level of exit discharge*. Group A occupancies not separated from one another in accordance with Section 707.3.–10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: {No change.}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the *means of egress* with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

Section 912.2; add Section 912.2.3 to read as follows:

912.2.3 Hydrant Distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

Section 912; add Section 912.3.1 to read as follows:

912.3.1. All Fire Department Connections (FDC) will be 2½" female swivel outlets with National Standard Thread (NST) and caps. All FDC's will have a visible sign as required in Section 912.

Section 1004.9; add Section 1004.9.1 to read as follows:

1004.9.1 Temporary Closure. When the fire code official determines any building or other structure is in violation of the posted occupancy capacity, they shall temporarily order the establishment closed, and may obtain the assistance of law enforcement agencies to enforce the order. The temporary closure of such a building or structure shall be limited to a period of time sufficient to evacuate the building and count the total number of occupants therein (including employees), and to reduce the actual number of occupants to constitute compliance with the building and fire codes.

Section 1031.2; change to read as follows:

1031.2 Reliability. Required exit accesses, exits, and exit discharges shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency where the building area served by the means of egress is occupied. An exit or exit passageway shall not be used for any purpose that interferes with a means of egress.

Section 1103.3; add sentence to end of paragraph as follows:

Provide emergency signage as required by Section 606.3.

Section 1103.5.3; change to read as follows:

Insert Date By Which Sprinkler System Must Be Installed: 24 months from date of written notification from the fire code official .

Section 1103.5; add Section 1103.5.5 to read as follows:

1103.5.5 Spray Booths and Rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

Section 1103.7; add Section 1103.7.7 and 1103.7.7.1 to read as follows:

1103.7.7 Fire Alarm System Design Standards. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1103.7.7.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.

Section 2304.1; change to read as follows:

2304.1 Supervision of Dispensing. The dispensing of fuel at motor fuel-dispensing facilities shall be ~~conducted by a qualified attendant or shall be under the supervision of a qualified attendant at all times or shall be~~ in accordance with ~~Section 2204.3.~~ the following:

1. Conducted by a qualified attendant; and/or,
2. Under the supervision of a qualified attendant; and/or
3. At an unattended self-service facility in accordance with Section 2304.3.

At any time, the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

Section 5601.1.3; change to read as follows:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. When approved for fireworks displays, storage, and handling of fireworks as allowed in Section 5604 and 5608.
2. ~~Manufacture, assembly, and testing of fireworks as allowed in Section 5605.~~
3. 2. The use of fireworks for approved fireworks displays as allowed in Section 5608.
4. ~~The possession, storage, sale... {Delete remainder of text.}~~

Section 5601.1.3; add paragraph at end to read as follows:

5601.1.3. Except as herein provided, it shall be unlawful for any person to possess, store, offer for sale, sell at retail, or use or explode any fireworks within the corporate limits of, or within 5,000 feet of the city limits. The presence of any fireworks as defined in Chapter 56 of this code within the jurisdiction of the city, and within 5,000 feet of the city limits, without appropriate license and permit, is hereby declared to be a public nuisance.

Section 5704.2.9.6.1; change to read as follows:

Jurisdiction to Specify: Includes designated downtown Fire Limits

Section 5704.2.11.4.2; change to read as follows:

5704.2.11.4.2 Leak Detection. Underground storage tank systems shall be provided with an *approved* method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

Section 5706.2.4.4; change to read as follows:

Jurisdiction to Specify: Includes designated downtown Fire Limits

Section 5806.2; change to read as follows:

Jurisdiction to Specify: Includes designated downtown Fire Limits

Section 6104.2; change to read as follows:

Jurisdiction to Specify: Includes designated downtown Fire Limits

Section 6104; add Section 6104.2.1, thru Section 6104.2.3 to read as follows:

6104.2.1. All persons who reside in areas within the city which are served by the company providing natural gas service, may as an option have liquified petroleum gas service only if such installations are underground.

6104.2.2. No equipment using liquified petroleum gases shall be permitted within the established fire limits of the city.

6104.2.3. Equipment used for the purpose of storing wholesale quantities of such gases within the city for the specific purpose of resale to the general public, shall meet all requirements as outlined in Chapter 61, 2018 International Fire Code, Liquified Petroleum Gases.

Section 6107.4 and 6109.13; change to read as follows:

6107.4 Protecting Containers from Vehicles. Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators, and piping shall be protected in accordance with ~~NFPA-58~~ Section 312.

6109.13 Protection of Containers. LP-gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4.

~~**Exception:** Vehicle impact protection shall not be required for protection of LP-gas containers where the containers are kept in lockable, ventilated cabinets of metal construction.~~

{Applicable to those jurisdictions adopting Appendix B}

Table B105.2; change footnote a. to read as follows:

a. The reduced fire-flow shall be not less than ~~4,000~~ 1,500 gallons per minute.

Sec. 20-05 – Adopted amendments to the 2018 Life Safety Code

The following sections, paragraphs, and sentences of the 2018 Life Safety Code are hereby amended as follows: Standard type is text from the Life Safety Code. Underlined type is text inserted. ~~Lined through type is deleted text from Life Safety Code.~~

Sec. 4.6.4.1, shall be amended to read as follows:

Section 4.6.4.1. Rehabilitation projects in historic buildings shall may comply with the provisions of Chapter 43.

Sec. 12.3.5, is hereby amended to add Section 12.3.5.5 as follows:

12.3.5.5, Existing Assemblies shall not be made to comply unless modifications are made to the existing building which in the opinion of the Fire Code Official constitutes a threat to Life Safety.

Sec. 24.3.5 is hereby amended to add Section 24.3.5.1.1:

24.3.5.1.1, A requirement of this state or of an ordinance or order of a political subdivision that an automatic fire sprinkler system be installed in a new one-family or two-family dwelling may not be enforced with respect to a dwelling under 7,500 square feet in size. A prospective owner of a one or two-family dwelling under 7,500 square feet in size in a jurisdiction in which an automatic fire sprinkler system would otherwise be required to be installed in the home may choose whether or not to have the system installed. A builder in a jurisdiction in which an automatic fire sprinkler system is required to be installed in any new one-family or two-family dwelling shall offer a person with whom the builder contracts for the construction of a new one-family or two-family dwelling under 7,500 square feet in size the option of installing an approved automatic fire sprinkler system in accordance with the International Residential Code applicable to the construction under V.T.C.A., Property Code § 430.001.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: June 21, 2022

AGENDA ITEM CAPTION: Discuss Ordinance 2022-26 amending Chapter 48 "Solid Waste" of the Code of Ordinances by revising Article II Chapter 48-41 "Municipal Collection".

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: In an effort to improve solid waste services, the City of Lockhart's solid waste collection contractor, Central Texas Refuse (CTR) converted its waste collection schedule for commercial hand collection (commercial 95 gallon carts customers only) from two days per week to once per week starting on June 13, 2022. Commercial customers with dumpster service are not affected by this modification to the schedule. CTR offered an additional cart to existing customers to minimize the impact that this change may have.

These changes were made to keep up with Lockhart's growth and to balance collection routes. Approximately 125 commercial customers were affected by this modification. The affected customers were notified of the changes leading up to the week of June 13th.

Ordinance 2022-26 reflects the modifications to commercial hand collection customers by reducing the days of collection for these customers from two days a week down to once per week.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: May 25, 2021- Council approved 5 year contract with CTR for Solid Waste Collection Services

COMMITTEE/BOARD/COMMISSION ACTION: N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of Ordinance 2022-26.

LIST OF SUPPORTING DOCUMENTS: Ordinance

ORDINANCE NO. 2022-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDING CHAPTER 48, "SOLID WASTE" OF THE CODE OF ORDINANCES, CITY OF LOCKHART, TEXAS, BY REVISING ARTICLE II "MUNICIPAL COLLECTION"; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Lockhart City Council finds it is in the best interest of its citizens and public health to regulate solid waste collections within the city limits; and

WHEREAS, the City Council has determined that this ordinance will promote the general health, safety, and welfare of its citizens; and

WHEREAS, the City Council determined that this ordinance serves a public purpose by maintaining the sanitary collections of solid waste within the city.

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

SECTION 1: Recitals adopted. The foregoing recitals are adopted and incorporated herein for all purposes.

SECTION 2: Amendment. Section 48-41 of Chapter 48 of the Lockhart Code of Ordinances is hereby amended so that it shall hereafter read as follows:

ARTICLE II. – Solid Waste

Sec. 48-41. - Collection frequency.

- (a) Commercial/industrial units receiving receptacle hand collection service shall receive once per week collection service according to pickup times, days, and routes determined by the city. Residential hand collection shall receive once per week collection at times, days and routes determined by the city.
- (b) Commercial/industrial and residential units receiving bin collection shall receive collection service based on a pickup frequency and bin size dictated by volume and type of solid waste determined solely by the city manager or his designate. Bin size, location and pickup frequency shall be adjusted only by the city manager or his designate, based on changes in volume and/or collection needs.
- (c) Food establishments shall pay for and receive collection services a minimum of three times per week in the interest of public health and sanitation if they are open more than three days per week.

SECTION 3. Repealer. All provisions of the Code of Ordinances of the City of Lockhart in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict, and all other provisions of the Code of Ordinances of the City of Lockhart codified or uncoded, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4. Severability. It is hereby declared to be the intention of the City Council that the components of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any remaining component of this Ordinance.

SECTION 5. Publication. The City Secretary shall cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

SECTION 6. Effective Date. This ordinance shall become effective and be in full force from the date of its passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 21st DAY OF JUNE, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: June 21, 2022

AGENDA ITEM CAPTION: Discuss termination of utility easement that was replaced on March 22, 2022 by a 20 foot wide water utility easement at 1724 North Colorado Street.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The property owner of 1724 North Colorado Street and their counsel expressed to city staff that they would like to resolve a dated easement that was originally granted to Polonia WSC in 1971. The utility easement that was granted was a 20ft wide easement and encompassed the water main that was placed on the property. However, the current easement reads "blanket in nature".

Terminating the existing easement and reestablishing a new easement with metes and bounds will clear up future confusion of the boundaries.

In 2000, the City of Lockhart acquired this water service area (CCN-Certificated of Convenience and Necessity), which includes this easement along with the other previously granted easements in the acquired service area.

Although the easement of the property could have been modified during the subdivision process upon developing the property, staff has no issues with the termination of the previous easement and the replacement easement as presented.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends terminating the

City of Lockhart, Texas

Council Agenda Item Cover Sheet

1971 water line easement located along 1724 North Colorado Street.

LIST OF SUPPORTING DOCUMENTS: Easement Termination - 1724 N. Colorado -
(Executed), Water Line Easement - 1724 N. Colorado (Ex. A & B) , 1724 N. Colorado St

TERMINATION OF EASEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF CALDWELL §

This Termination of Easement Agreement ("Termination Agreement") is entered into to be effective as of the ____ day of _____, 2022, by and between City of Lockhart, a home rule municipal corporation ("Lockhart") and Ernest E. Ewald, Jr. ("Ewald").

WHEREAS, Ewald is the holder of all rights, title and interest in and to the property known as 1724 N. Colorado Street, Lockhart, Texas, and more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (collectively, the "Property");

WHEREAS, prior to Ewald's ownership of the Property, Ernest Ewald and Alma M. Ewald conveyed to Polonia Water Supply Corporation ("Polonia") a pipeline easement (the "Easement") over and across the Property pursuant to that certain Right of Way Easement dated July 30, 1971, recorded in Volume 345, Page 649, and re-recorded in Volume 353, Page 322 of the Real Property Record of Caldwell County, Texas (collectively, the "Easement Agreement");

WHEREAS, Lockhart acquired the Easement and all rights, title and interests in and to the Easement Agreement pursuant to that certain Blanket Conveyance, Bill of Sale and Assignment, dated May 10, 2000, from Polonia to Lockhart, and recorded as Volume 238, Page 174 of the Official Public Records of Caldwell County, Texas;

WHEREAS, Lockhart and Ewald desire to release, relinquish, vacate and terminate the Easement and their respective rights, title, interests and obligations under the Easement Agreement;

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Ewald and Lockhart agree as follows:

1. **Termination of Easement.** Ewald and Lockhart hereby RELEASE, RELINQUISH, VACATE and TERMINATE the Easement and the Easement Agreement and all of their respective rights, title, interests and obligations under the Easement Agreement.

2. **Binding Effect.** This Termination Agreement by the parties hereto shall inure to the benefit of, and be binding upon, their respective heirs, successors, assigns, and legal representatives.

3. **Authority.** Each of the individuals executing this Termination Agreement represents and warrants that he or she has the authority to execute it on behalf of the party for whom he or she is signing. Each party represents and warrants that he or she has not conveyed any of his or her respective rights under the Easement Agreement to any other person.

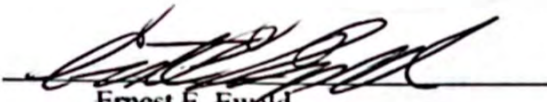
4. **Governing Law.** This Termination Agreement is governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to the conflict of laws

provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

5. **Counterparts.** This Termination Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument.

EXECUTED by the undersigned on the date of the acknowledgment set forth herein below.

EWALD:


Ernest E. Ewald

CITY OF LOCKHART:

By: _____

Name: _____

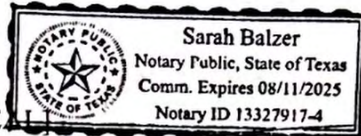
Title: _____

THE STATE OF TEXAS

§
§
§

COUNTY OF Caldwell

This instrument was acknowledged before me on the 16th day of February, 2022, by Ernest E. Ewald.



[NOTARY SEAL]

[Signature]
Notary Public in and for the State of Texas

THE STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, as _____, on behalf of the City of Lockhart.

[NOTARY SEAL]

Notary Public in and for the State of Texas

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is file for record in the public records: your Social Security number or your driver's license number.

WATER LINE EASEMENT

Date: 3 - 22 -, 2022

Grantor: ERNEST E. EWALD, JR.

Grantor's Address: 1724 N. Colorado
Lockhart, Texas 78644

Grantor's Property: See Exhibit A.

City: CITY OF LOCKHART, TEXAS, a Texas home-rule municipal corporation situated in Caldwell County.

City's Address: 308 West San Antonio Street
Lockhart, Texas 78644

Easement Tract: An area extending ten feet (10') on both sides from the centerline of the actual installed location of the Facilities (defined herein) as described, illustrated and diagramed in the attached **Exhibit B**.

Easement Duration: Perpetual.

Easement Purpose: To install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities.

Facilities: Raw, reclaimed, and potable water lines and associated appurtenances.

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date.

Non-Permitted Activity: Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality controls, rainwater harvesting system, tree, or other similar improvement either above or below the surface of the Easement Tract.

Eligible Improvements: Irrigation systems that are installed perpendicular to the Facilities, asphalt or concrete walkways, driveways, access roads, and parking areas at grade level, and barbed-wire, chain-link, metal or wooden fences.

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City a non-exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity. City shall be obligated to restore or replace to a good and functioning condition as determined by the City in its reasonable discretion only the Eligible Improvements that do not interfere in any material way or are not inconsistent with the City's use of the Easement for the Easement Purpose as determined by the City in its reasonable discretion which have been removed, relocated, altered, damaged, or destroyed as a result of City's use of the Easement Tract.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

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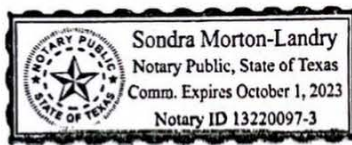
Executed effective the Date first above stated.

By: [Signature]
Name: Ernest E. Ewald, Jr.
Title: Individual

STATE OF TEXAS §
COUNTY OF Caldwell §

This instrument was acknowledged before me on March 22, 2022, by Ernest E. Ewald, Jr.

[Seal]



[Signature]
Notary Public, State of Texas

EXHIBIT A
LEGAL DESCRIPTION

A 16.57 acre tract out of a 43.7 acres of land more or less, part of the Byrd Lockhart League Survey Abstract 17, in Caldwell County Texas, being that same tract of land described in that certain Warrant Deed, dated July 24, 1980 and recorded in Volume 415 page 404 of the Deed Records of Caldwell County, Texas.

EXHIBIT B
EASEMENT TRACT
(DESCRIPTION AND ILLUSTRATION
TO FOLLOW ON NEXT PAGE)

"EXHIBIT B"

A 20 FOOT WIDE WATER LINE EASEMENT OVER A PART OF THE BYRD LOCKHART LEAGUE SURVEY ABSTRACT 17, IN CALDWELL COUNTY TEXAS, THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND IN THE EAST RIGHT OF WAY LINE OF U.S HIGHWAY NO. 183 (A.K.A. NORTH COLORADO STREET), SAID CORNER BEING SITUATED IN A SOUTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY LINE 640.3 FEET FROM THE INTERSECTION OF SAID RIGHT OF WAY LINE AND THE NORTH LINE OF THE BYRD LOCKHART LEAGUE;

THENCE NORTH 77 DEGREES 43 MINUTES 40 SECONDS EAST, A DISTANCE OF 12.80 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 14 DEGREES 06 MINUTES 51 SECONDS EAST, A DISTANCE OF 448.61 FEET;

THENCE SOUTH 31 DEGREES 27 MINUTES 57 SECONDS WEST, A DISTANCE OF 31.78 FEET;

THENCE SOUTH 07 DEGREES 52 MINUTES 47 SECONDS EAST, A DISTANCE OF 20.57 FEET;

THENCE SOUTH 14 DEGREES 51 MINUTES 04 SECONDS EAST, A DISTANCE OF 395.33 FEET;

THENCE SOUTH 12 DEGREES 20 MINUTES 37 SECONDS EAST, A DISTANCE OF 512.91 FEET TO THE POINT OF TERMINATION.

BASIS OF BEARINGS:

BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH-CENTRAL ZONE, NAD83-2011.
THE DISTANCES SHOWN HEREON ARE UNITS OF GROUND MEASUREMENTS.

I DO HEREBY CERTIFY THAT THIS DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY UNDER MY SUPERVISION, AND THAT THE MARKERS DESCRIBED HEREIN ACTUALLY EXIST, AS DESCRIBED, AT THE TIME OF SURVEY.

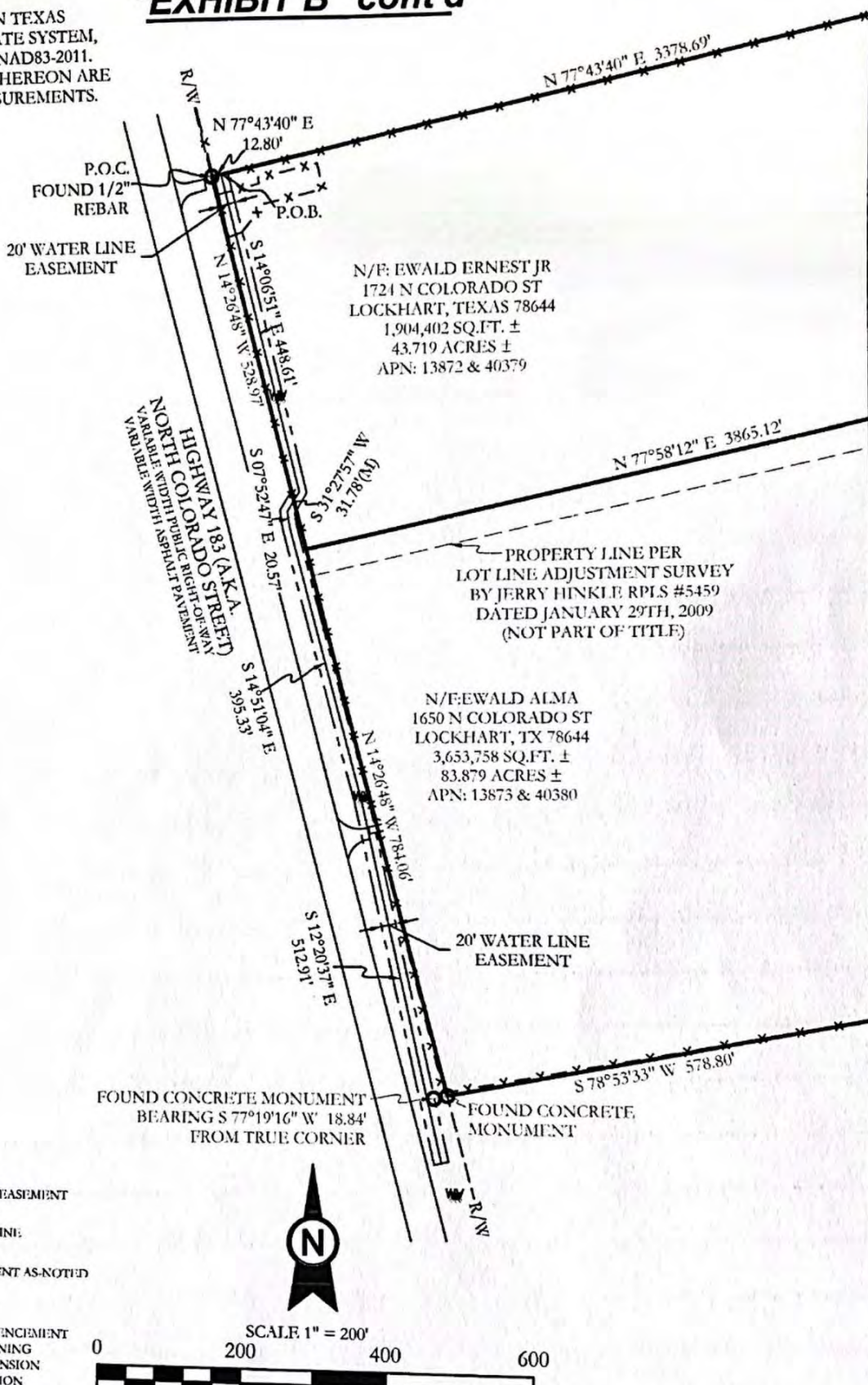


BRADLEY G. WELLS
RPLS NO. 5499
STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10194275

BLEW & ASSOCIATES, P.A.
CIVIL ENGINEERS & LAND SURVEYORS
3825 N. SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4508
FAX: 479.582.1883
www.BLEWINC.com

BASIS OF BEARINGS:
BEARINGS ARE BASED ON TEXAS
STATE PLANE COORDINATE SYSTEM,
SOUTH-CENTRAL ZONE, NAD83-2011.
THE DISTANCES SHOWN HEREON ARE
UNITS OF GROUND MEASUREMENTS.

"EXHIBIT B" cont'd



BLEW PROJECT NUMBER: 21-9147.04

1724 & 1650 NORTH COLORADO, LOCKHART, TEXAS

PAGE 2 OF 2

Legend

 1724 N Colorado St

 American Legion Post 41

 San Pablo Cemetery



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: June 21, 2022

AGENDA ITEM CAPTION: Discuss Resolution 2022-27 adopting the City of Lockhart's Strategic Priorities for 2022-2023.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The City Manager, City Department Heads, and City Council participated in a two-day strategic planning session facilitated by a professional consultant with Opportunity Strategies, LLC. It produced a series of goals and objectives for the City of Lockhart to focus on the upcoming fiscal year.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommend approval.

LIST OF SUPPORTING DOCUMENTS: RESOLUTION Strategic Priorities for 2022-2023, Lockhart 2022-2023 Strategic Work Plan

RESOLUTION 2022-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS ADOPTING STRATEGIC PRIORITIES FOR 2022-2023.

WHEREAS, the City Council of the City of Lockhart believes that the development of specific goals and objectives is vital to planning for the future of the community; and

WHEREAS, the City Council of the City of Lockhart, through a strategic planning session, which included input and collaboration from professional consultants, the City Manager and the City department heads, has developed a series of goals for the City of Lockhart for the upcoming fiscal year; and

WHEREAS, the establishment of these goals provides the framework for budget development and staff direction and gives a sense of purpose to the actions of the community and its organizations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, that the attached 2022-2023 Strategic Priorities for the City of Lockhart is hereby adopted.

BE IT FURTHER RESOLVED that the goals set forth in the Strategic Priorities shall be provided to other governmental entities and agencies within the community as appropriate for the purpose of coordination of activities and sharing of our vision.

PASSED, APPROVED AND ADOPTED this 21st day of June, 2022

CITY OF LOCKHART, TEXAS

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, City Secretary

Monte Akers, City Attorney



Lockhart

T E X A S

2022-2023 Strategic Work Plan



The Strategic Planning Process

From January through April 2022, the City of Lockhart embarked on a strategic planning process to create strategic priorities for 2022-2023. The following is the process used to reach the conclusions for the plan:

The process kicked off with a preliminary Zoom between the City Manager, Steve Lewis, Mayor Lew White, and professional facilitator Alysia A. Cook, PCED, IOM with Opportunity Strategies LLC. The three met to review key issues facing the city, understand the programs and projects currently underway, and to prepare the process and format for the planning session.

On April 8, 2022, the City of Lockhart Management Team met at the Library for Part 1 of the Strategic Work Planning Session for 2022-2023.

On April 9, 2022, the City of Lockhart City Council and City Manager met at the Library for Part 2 of the Strategic Work Planning Session for 2022-2023.



Day One – Management Team

Day One began with City Manager Steve Lewis reviewing with the Management Team the City of Lockhart's accomplishments and success stories of 2021.

Following that, the City Manager and the facilitator shared some leadership concepts and considerations with the Lockhart Management Team. This led to some group discussions about the importance of continuous learning and leadership development.

The City Manager discussed with the participants that when goals are adopted by the City Council, they provide a positive impact for the Management Team in at least 4 different ways:

- a) Direction is clearly set by City Council
- b) Once that direction is established, differences can be discussed in a more open, less polarizing manner
- c) Saves time in decision making on projects/programs
- d) City Manager's recommendations can be better aligned with ultimate objectives

Mission of Lockhart Management Team

To promote and influence the alignment of organizational resources by focusing on:

- a) Organizational planning and issues
- b) Open communication with elected officials, staff, boards, commissions, and citizens
- c) Ensuring City of Lockhart is a leader in Central Texas regarding issues with community relevance
- d) Implementing programs that derive from the City Council and community's goals

Start – Stop – Continue

The facilitator then engaged the Management Team in a group exercise called *Start – Stop – Continue* which divides participants into small groups and has them offer feedback on what the City needs to start doing, stop doing, and continue doing.

These are individual manager recommendations and not necessarily agreed to by all managers or by City Council members. The responses are as follows:

Start

- Long-term capital planning
- Increasing non-emergency communications
- Administering annual customer service surveys that are statistically valid
- Developing recreation programs
- Indoor community recreation center
- City facilities and community infrastructure improvements
- New spaces for city facilities
- Modernize Human Resources policies including technology
- A vehicle acquisition fund
- Decreasing steps in the hiring process
- Staff planning for future growth
- Modernizing our contracts, best practices, attorney, etc. including reviewing for mutually beneficial language and avoiding one-sided contracts

Stop

- Ineffective/outdated contracts
- Thinking small
- Six-month probationary period for personnel
- Reconnecting customers after 10pm
- Providing free services (such as banners and road closures) and establish a fee schedule for these special requests
- Requiring utility inspections for every change of occupant

Continue

- Longevity pay
- Forward-looking planning for quality growth
- Law enforcement outreach with community
- Contracting (sending RFPs) for solid waste collection
- Supporting tourism
- Modernizing technology, e.g. paperless, Go Green
- Enhancing community investment
- Planning our wayfinding and signage
- Growing events that enhance overnight stays in Lockhart and maximize HOT \$ collections
- Economic growth including considering developing a 4th industrial park
- Striving for improved customer service
- Community engagement including public open houses and social media



Next, the Management Team embarked on a discussion around the following topics which also included some departmental reports on the status of various projects:

- Growth Trends
- Land Development
- Economic Development
- Service Delivery
- Workforce Development
- Long Range Financial Outlook

Following those discussions, the facilitator led the Management Team through a discussion of what they each thought should be the 2022-2023 goals City Council would establish the following day. She recorded those recommendations, then the group reached consensus on what would be put forth to the Council to consider.

The final decisions for 2022-2023 were made by City Council the following day and are listed below.

Day Two – City Council

Day Two began with City Manager Steve Lewis reviewing with City Council the City of Lockhart's accomplishments and success stories of 2021.

Expectations – City Council

Following that, the facilitator asked City Council to share any expectations for the day. Responses were as follows:

- TxDOT – Wayfinding and Signage
- Summerside Subdivision turn lane and traffic light
- Urgent Care facility
- Comprehensive mental health care for first responders
- Keeping City Staff wages competitive
- Need for an Assistant City Manager
- Need for a grantwriter
- Regional animal shelter
- Next industrial park and/or property

The following is the City of Lockhart 2022-2023 Strategic Work Plan.

City of Lockhart Vision:

- To be a first-class community that has maintained its integrity and sense of community characterized by livable neighborhoods and quality schools.
- To be a City that focuses on family by ensuring quality recreational and cultural activities, services, housing, economic, and educational opportunities that promote a well-rounded productive member of the community.
- To be a City that is friendly to visitors and future residents with a spirit of fellowship and cooperation by accommodating their needs and recognizing the wealth in cultural, ethnic and age diversity.
- To be a City committed to sustainability by diligently balancing community needs with available resources and managing growth in a smart and fiscally responsible manner.
- To be a City that celebrates and embraces its long and rich history by reinvesting in neighborhoods, preserving areas and buildings of historic significance and returning the Central Business District to an economically viable and lively activity center.
- To be a City recognized for the quality of its built environment and the integration of the natural landscape throughout the community.
- To be a City that ensures a good balance between residential, commercial, industrial, and public/institutional uses supported by quality infrastructure and transportation systems.
- To be a City known for its innovative solutions to managing growth, progressiveness of City government, and responsiveness to the needs of citizens and businesses.

Source: Lockhart 2020 Comprehensive Plan

Goal #1:

**City
Facilities**

Goal #2:

**Human Resources/
Staffing**

Goal #3:

**Parks &
Recreation**

Goal #4:

Infrastructure

Goal #5:

**Modernization &
Communications**

Goal #6:

**Development &
Quality of Life**

Goal #7:

**Revenue
Sustainability**

2022-2023 Goals:

Each of the following seven goals is guided by the values of diversity and inclusion. Diversity and inclusion are a tapestry that is woven through every goal, every service, and every program.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

- 1.1 Consider which facilities improvements should be funded by certificates of obligation vs. bonds
- 1.2 Begin plans to replace/update City Hall
- 1.3 Begin plans to replace/update Police/Fire/Training facilities
- 1.4 Begin plans to replace/update Maintenance/City Barn Utilities
- 1.5 Reclaim old space at the hospital
- 1.6 Lease additional space at the EDC building
- 1.7 Conduct a Facilities Study with architects and engineers
- 1.8 Consider Airport improvements (TxDOT Aviation) in the study

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

- 2.1 Hire ACM (Assistant City Manager) immediately
- 2.2 Hire City Manager Support Staff (Executive Assistant or Administrative Assistant)
- 2.3 Once new ACM is hired, assign him/her with developing a Staffing Plan
- 2.4 Once new ACM is hired, assign him/her with developing a Succession Plan
- 2.5 Consider adding additional staff city-wide as needed
- 2.6 Retain law enforcement officers by ensuring compensation competitiveness
- 2.7 Implement a formal EAP (Employee Assistance Program)
- 2.8 Secure a grantwriter (explore opportunities for hiring one vs. contractor)

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

- 3.1 Develop adult and youth programming that utilize existing facilities
- 3.2 Conduct successful outreach to sports leagues across Texas and neighboring states
- 3.3 Consider new Parks & Rec facilities such as pickleball, volleyball, and frisbee golf
- 3.4 Plan for and implement safety improvements of existing facilities
- 3.5 Plan for and implement aesthetic improvements of existing facilities
- 3.6 City Council requests to meet with Parks & Rec Director and City Manager to discuss ideas and brainstorm next steps in the Parks Plan including:
 - Work session, then tour Parks facilities with Parks & Rec Director
 - Discuss short-term vs. long-term Parks & Rec needs
 - Develop plan to survey citizens including bond exploration

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

- 4.1 Conduct public open houses to determine public wishes for Downtown
- 4.2 Council to approve a final Downtown Conceptual Design and authorize staff to implement
- 4.3 Consider an additional commercial district with retail and mixed-use offerings
- 4.4 Issue the RFP for a Comprehensive Plan update (hire firm by January 2023, then CIP (capital improvement plan) to follow
- 4.5 Explore downtown WiFi options including geofencing

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

- 5.1 PIO (Public Information Officer) to secure proposals for a new website design including:
 - Online forms and application portals (permitting, employment, variance requests, etc.)
 - Must be mobile responsive platform
 - Ensure ease of use and innovative utility of site
 - Include a portal to the Lockhart Economic Development Corporation website
- 5.2 Hire a consultant to 1) build a survey to ask the public what information they seek to find on the City of Lockhart website and 2) compare Lockhart website to other communities with high utilization of an innovative website
- 5.3 Streamline application processes of permits, developer proposals, engineering, employment, etc. to be placed on website (see 5.1)
- 5.4 Verify internet access at all City facilities



Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

- 6.1 Consider proposed sidewalk ordinance
- 6.2 Facilitate/incentivize more housing options including:
 - Rental housing options
 - Workforce housing options
 - Higher-income housing
 - Infill/revitalized housing within centers of commerce (existing or planned)
 - Senior/retiree housing
- 6.3 Continue to promote family-friendly events in Downtown
- 6.4 Encourage higher development standards (within state legislature constraints) to research modernization techniques and make recommendations to City Manager for consideration
- 6.5 Continue to implement Animal Control Audit recommendations
- 6.6 Continue to provide concerts on the square

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

- 7.1 Explore and increase film production permitting fees
- 7.2 Create and implement fees for banners, road closures, event special requests
- 7.3 Use grantwriter (see 2.8) to find and write grants that benefit the City of Lockhart and its residents
- 7.4 Conduct discussions between City Council and Staff regarding which items can/should be funded by certificates of obligation vs. bonds
- 7.5 Update/increase construction permit fees and impact fees
- 7.6 Explore a bond vote for the items proposed by Parks & Rec and Council from Goal #3
- 7.7 Explore the concept of a Community Foundation with community benefactor options including other communities who have successfully created and implemented a Community Foundation

City of Lockhart Leadership

The 2022 City Council and Management Team participating:

City Council:

Lew White, Mayor
Angie Gonzales-Sanchez, Mayor Pro-Tem
Brad Westmoreland, Councilmember At-Large
Juan Mendoza, Councilmember District 1
David Bryant, Councilmember District 2
Kara McGregor, Councilmember District 3
Jeffrey Michelson, Councilmember District 4

Management Team:

Steve Lewis, City Manager
Julie Bowermon, Director of Human Resources
Connie Constancio, City Secretary
Travis Hughes, Director of Parks & Recreation
Randy Jenkins, Fire Chief
Mike Kamerlander, Economic Development Director
Sean Kelley, Public Works Director
Pam Larison, Director of Finance
Bobby Leos, Electric Superintendent
Victoria Maranan, Public Information Officer
Bertha Martinez, Director of Library Services
Ernest Pedraza, Chief of Police



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: June 21, 2022

AGENDA ITEM CAPTION: Discussion regarding matters related to COVID-19.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis, Monte Akers

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On May 18, 2021, Governor Abbot issued GA-36 that prohibited governmental entities from mandating face coverings or restricting activities in response to the COVID-19 disaster. As a result, the Lockhart City Council rescinded the Mayor's Declaration to require face coverings and encouraged citizens to continue to follow the CDC guidelines in regard to COVID-19.

Also, as a result of the Governor opening Texas on March 2, 2021 (GA-34), community events are back on schedule such as the Chisholm Trail Roundup, Fireworks show, and City venues such as the city splash pad are open to the public. Face coverings are not required during the events or at city facilities.

An update of COVID-19 orders and Council actions is attached.

Open Meetings Act Suspensions Terminate effective September 1, 2021

In March 2020, Governor Abbott's office granted the Attorney General's request to suspend certain open meetings statutes. The temporary suspension allows for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in-person meetings, thereby allowing governmental bodies and/or board commissions to hold a meeting virtually without a quorum being present at the meeting location.

On June 30, 2021, the Governor's office approved a request by the Attorney General to lift the open meetings suspensions effective at 12:01 a.m. on September 1, 2021. All Texas governmental bodies subject to the OMA must thereafter conduct their meetings in full compliance with the OMA as written in state law.

The following are provisions in the OMA suspension that will no longer be allowed effective September 1, 2021:

- 1) Video conferencing capability will change in that a member of the governing body or board can meet virtually but there must be a quorum physically present at the meeting location.
- 2) Telephone conference meetings will not be allowed to continue and are only allowed in an emergency.

On August 29, 2021, Governor Abbott issued a Declaration renewing the declaration of disaster stating that COVID-19 poses an imminent threat of disaster for all counties in Texas.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

On October 11, 2021, Governor Abbott issued GA-40 prohibiting vaccine mandates, subject to legislative action.

On February 25, 2022, the CDC updated its framework on monitoring the level of COVID-19 in communities. The new framework moves beyond just looking at cases and testing positivity to evaluation factors that also include hospitalizations and hospital capacity. These factors combined are used to determine whether COVID-19 and severe disease are low, medium or high in a community. The CDC also updated its recommendations for wearing face coverings and respirators. Recommendations are now connected to the community's current level of COVID-19 and severe disease.

On May 26, 2022, the CDC upgraded Caldwell County's COVID-19 Community Risk level to "Medium." This is the first time Caldwell County's community risk level has been elevated from "Low" risk since late February. The COVID-19 Community Level is determined by the higher of the new admissions and inpatient beds metrics, based on the current level of new cases per 100,000 population in the past seven days.

This item is returned to the Council for consideration, if necessary.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None.

LIST OF SUPPORTING DOCUMENTS: HISTORY OF COVID for agenda updates, GA-38, GA-39, Governor Abbott proclamation renewing the Declaration of Disaster, GA 40, Memorandum COVID19 level medium

HISTORY OF COVID-19 ORDERS/COUNCIL ACTIONS

On **September 1, 2020**, the City Council adopted Resolution 2020-20 renewing and adopting a requirement that commercial establishments in the City post a notice that facial coverings are a requirement of employees and persons entering such establishments. The requirement that such notice be posted shall remain in effect until terminated or amended by the City Council.

On **October 7, 2020**, Governor Greg Abbott issued Executive Order GA-32 to allow certain bars and similar establishments to operate at 50% capacity with permission from the County Judge. GA-32 increased the occupancy levels for all business establishments other than bars to 75%. GA-32 also provides that outdoor gatherings in excess of 10 people is prohibited unless the Mayor of the City in which the gathering is held, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with GA-32.

Mayor's statement on reduced business capacity in Caldwell County. At 12:01 a.m. on Wednesday, January 13, 2021 the provisions of Governor Greg Abbott's Executive Order GA-32 that suspend elective surgeries, close bars and reduce business capacity to 50 percent went into effect in Lockhart and Caldwell County. This was occurring because under GA-32, these specific provisions took effect when a Trauma Service Area had seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total capacity exceeded 15 percent. This was the case in Trauma Service Area O, which included Caldwell County.

COVID Relief Fund update. On January 19, 2021, the Council voted to offer a six-month forbearance to businesses that received a COVID-19 Recovery Loan in 2020. Council re-opened the COVID Relief Grants to small businesses for \$5,000 per business that qualifies. Restaurants and bars that were affected by the Governor's order earned higher points on the application process.

During the February 23, 2021 meeting, Chief Jenkins provided an update of COVID compliance for local businesses.

On **March 2, 2021**, Governor Abbot issued GA-34 that was effective March 10, 2021. It provides that the State no longer requires face covering and it does not allow local jurisdictions to require face coverings. GA-34 supercedes all orders issued by local officials that conflict with regard to services or local orders and provides that businesses and other establishments may require customers and employees to wear face coverings. The consensus of the Council was to leave the Mayor's Declaration in effect and to encourage citizens to continue to wear face coverings and to maintain a six foot distance.

On **May 13, 2021**, the CDC announced that fully vaccinated individuals no longer need to mask up or social distance indoors and outdoors, including crowds. Attached is information from the CDC about how to stay safe around individuals that are or are not fully vaccinated.

On **June 15, 2021**, the consensus of the Council was to continue virtual attendance at meetings.

On **June 30, 2021**, the Governor's office approved a request by the Attorney General to lift the temporary Open Meetings Act suspensions, effective at 12:01 a.m. on September 1, 2021. The change in virtual meetings is that a member of the governing body or board member may attend a meeting virtually but there must be a quorum physically present at the meeting location.

On **July 29, 2021**, Governor Abbott issued Executive Order 38, that combined several existing COVID-19 executive orders to promote statewide uniformity and certainty in the state's COVID-19 response. Governor Abbott stated that "The new Executive Order emphasizes that the path forward relies on personal responsibility rather than government mandates".

On **August 13, 2021**, TML provided the following information regarding actions taken by governmental entities and the Attorney General in regards to face coverings:

- **Mask Mandate Update:** Tuesday afternoon, two state district court judges in Dallas and Bexar counties granted local authorities in those jurisdictions temporary restraining orders blocking Governor Abbott's ban on mask mandates. In response to the rulings, the City of San Antonio issued a requirement for face coverings inside city facilities, and the Dallas County Judge issued an emergency order on Wednesday related to face coverings. Temporary restraining orders are by definition temporary and require further court proceedings to become permanent. TML will continue to monitor these developments. In related news, Houston's Mayor Sylvester Turner is requiring masks in city facilities when physical distancing is not doable.

Additionally, a number of large school districts ("ISDs") across the state, including Dallas ISD, Houston ISD, Austin ISD, Fort Worth ISD, and San Antonio ISD, are requiring masks on school property.

- **Attorney General Issues Two COVID-related opinions:** On August 11, the Attorney General released two opinions related to mask mandates and vaccines.
 1. In Opinion KP-0379, the Attorney General was asked whether COVID-19 vaccines could be required as a condition to enter a government building. Citing the Governor's Executive Order No. 38 as well as the recently passed S.B. 968, the Attorney General opined that government entities may not require COVID-19 vaccines as a condition to enter a government facility.
 2. In Opinion No. KP-0380, the Attorney General was asked to opine on the effect of the Governor's executive orders on federal requirements related to face coverings on public transit. The AG ultimately opined that he is unconvinced that CDC and TSA rules as well as federal law preempt the Governor's orders prohibiting mask mandates.

Please remember that Attorney General opinion are just that: opinions. They are legal guidance but do not carry the force of law or court order.

- **Counties Across Texas Seeing Rise in COVID-19 Threat Levels:** Over the last few weeks, we have reported on the rise in COVID-19 threat levels in counties and cities across the state. That rise continues, with Travis, Harris, Dallas, and Williamson counties, among others, back at the highest threat levels as the Delta variant spreads across the state and ICU bed availability drops.

On **August 29, 2021**, Governor Abbott issued a proclamation renewing the declaration stating that COVID-19 poses an imminent threat of disease for all counties in Texas.

On **August 25, 2021**, Governor Abbott issued GA-39 (attached), prohibiting governmental entities from compelling an individual to receive a COVID-19 vaccine regardless of full FDA approval, among other things.

The Governor also issued the following call to the Special Session of the Legislature:

Legislation regarding whether any State or Local Governmental entities in Texas can mandate that an individual receive a COVID-19 vaccine and, if so, what exemption should apply to such mandate.

On **October 11, 2021**, Governor Abbott issued GA-40 relating to prohibiting all entities of compelling receipt of a COVID-19 vaccine until the issue has been considered through legislation.

On **February 25, 2022**, the CDC updated its framework on monitoring the level of COVID-19 in communities. The new framework moves beyond just looking at cases and testing positivity to evaluation factors that also include hospitalizations and hospital capacity. These factors combined are used to determine whether COVID-19 and severe disease are low, medium or high in a community. The CDC also updated its recommendations for wearing face coverings and respirators. Recommendations are now connected to the community's current level of COVID-19 and severe disease.

On **May 26, 2022**, the CDC upgraded Caldwell County's COVID-19 Community Risk level to "Medium." This is the first time Caldwell County's community risk level has been elevated from "Low" risk since late February. The COVID-19 Community Level is determined by the higher of the new admissions and inpatient beds metrics, based on the current level of new cases per 100,000 population in the past seven days.



GOVERNOR GREG ABBOTT

July 29, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Secretary of State

Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-38 relating to the continued response to the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
July 29, 2021

EXECUTIVE ORDER GA 38

Relating to the continued response to the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, from March 2020 through May 2021, I issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health by adjusting social-distancing and other mitigation strategies; and

WHEREAS, combining into one executive order the requirements of several existing COVID-19 executive orders will further promote statewide uniformity and certainty; and

WHEREAS, as the COVID-19 pandemic continues, Texans are strongly encouraged as a matter of personal responsibility to consistently follow good hygiene, social-distancing, and other mitigation practices; and

WHEREAS, receiving a COVID-19 vaccine under an emergency use authorization is always voluntary in Texas and will never be mandated by the government, but it is strongly encouraged for those eligible to receive one; and

WHEREAS, state and local officials should continue to use every reasonable means to make the COVID-19 vaccine available for any eligible person who chooses to receive one; and

WHEREAS, in the Texas Disaster Act of 1975, the legislature charged the governor with the responsibility "for meeting ... the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and expressly granted the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the "governor may issue executive orders ... hav[ing] the force and effect of law;" and

WHEREAS, under Section 418.016(a), the "governor may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business ... if strict compliance with the provisions ... would in any way prevent, hinder, or delay necessary action in coping with a disaster;" and

WHEREAS, under Section 418.018(c), the "governor may control ingress and egress to

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SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

and from a disaster area and the movement of persons and the occupancy of premises in the area;" and

WHEREAS, under Section 418.173, the legislature authorized as "an offense," punishable by a fine up to \$1,000, any "failure to comply with the [state emergency management plan] or with a rule, order, or ordinance adopted under the plan;"

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. To ensure the continued availability of timely information about COVID-19 testing and hospital bed capacity that is crucial to efforts to cope with the COVID-19 disaster, the following requirements apply:
 - a. All hospitals licensed under Chapter 241 of the Texas Health and Safety Code, and all Texas state-run hospitals, except for psychiatric hospitals, shall submit to the Texas Department of State Health Services (DSHS) daily reports of hospital bed capacity, in the manner prescribed by DSHS. DSHS shall promptly share this information with the Centers for Disease Control and Prevention (CDC).
 - b. Every public or private entity that is utilizing an FDA-approved test, including an emergency use authorization test, for human diagnostic purposes of COVID-19, shall submit to DSHS, as well as to the local health department, daily reports of all test results, both positive and negative. DSHS shall promptly share this information with the CDC.
2. To ensure that vaccines continue to be voluntary for all Texans and that Texans' private COVID-19-related health information continues to enjoy protection against compelled disclosure, in addition to new laws enacted by the legislature against so-called "vaccine passports," the following requirements apply:
 - a. No governmental entity can compel any individual to receive a COVID-19 vaccine administered under an emergency use authorization. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine administered under an emergency use authorization.
 - b. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual's vaccination status for any COVID-19 vaccine administered under an emergency use authorization. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.
 - c. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer's vaccination status for any COVID-19 vaccine administered under an emergency use authorization. No consumer may be denied entry to a facility financed

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SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021

- in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine administered under an emergency use authorization.
- d. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.
 - e. This paragraph number 2 shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.
3. To ensure the ability of Texans to preserve livelihoods while protecting lives, the following requirements apply:
- a. There are no COVID-19-related operating limits for any business or other establishment.
 - b. In areas where the COVID-19 transmission rate is high, individuals are encouraged to follow the safe practices they have already mastered, such as wearing face coverings over the nose and mouth wherever it is not feasible to maintain six feet of social distancing from another person not in the same household, but no person may be required by any jurisdiction to wear or to mandate the wearing of a face covering.
 - c. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) is strongly encouraged to use good-faith efforts and available resources to follow the Texas Department of State Health Services (DSHS) health recommendations, found at www.dshs.texas.gov/coronavirus.
 - d. Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow guidance from the Texas Health and Human Services Commission (HHSC) regarding visitations, and should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible.
 - e. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency. Private schools and institutions of higher education are encouraged to establish similar standards.
 - f. County and municipal jails should follow guidance from the Texas Commission on Jail Standards regarding visitations.
 - g. As stated above, business activities and legal proceedings are free to proceed without COVID-19-related limitations imposed by local governmental entities or officials. This paragraph number 3 supersedes any conflicting local order in response to the COVID-19 disaster, and all relevant laws are suspended to the extent necessary to preclude any such inconsistent local orders. Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any conflicting or inconsistent limitation by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to \$1,000.

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SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

4. To further ensure that no governmental entity can mandate masks, the following requirements shall continue to apply:
 - a. No governmental entity, including a county, city, school district, and public health authority, and no governmental official may require any person to wear a face covering or to mandate that another person wear a face covering; provided, however, that:
 - i. state supported living centers, government-owned hospitals, and government-operated hospitals may continue to use appropriate policies regarding the wearing of face coverings; and
 - ii. the Texas Department of Criminal Justice, the Texas Juvenile Justice Department, and any county and municipal jails acting consistent with guidance by the Texas Commission on Jail Standards may continue to use appropriate policies regarding the wearing of face coverings.
 - b. This paragraph number 4 shall supersede any face-covering requirement imposed by any local governmental entity or official, except as explicitly provided in subparagraph number 4.a. To the extent necessary to ensure that local governmental entities or officials do not impose any such face-covering requirements, I hereby suspend the following:
 - i. Sections 418.1015(b) and 418.108 of the Texas Government Code;
 - ii. Chapter 81, Subchapter E of the Texas Health and Safety Code;
 - iii. Chapters 121, 122, and 341 of the Texas Health and Safety Code;
 - iv. Chapter 54 of the Texas Local Government Code; and
 - v. Any other statute invoked by any local governmental entity or official in support of a face-covering requirement.

Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any such face-covering requirement by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to \$1,000.

- c. Even though face coverings cannot be mandated by any governmental entity, that does not prevent individuals from wearing one if they choose.
5. To further ensure uniformity statewide:
 - a. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order or allows gatherings restricted by this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the

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SECRETARY OF STATE
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JUL 29 2021

COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

- b. Confinement in jail is not an available penalty for violating this executive order. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes all pre-existing COVID-19-related executive orders and rescinds them in their entirety, except that it does not supersede or rescind Executive Orders GA-13 or GA-37. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 29th
day of July, 2021.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

ATTESTED BY:

A handwritten signature in black ink that reads "Joe A. Esparza".
JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021



GOVERNOR GREG ABBOTT

August 25, 2021

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2 PM O'CLOCK

AUG 25 2021

Secretary of State

Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-39 relating to prohibiting vaccine mandates and vaccine passports subject to legislative action.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "G. Davidson", with a long horizontal flourish extending to the right.

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
August 25, 2021

EXECUTIVE ORDER GA 39

*Relating to prohibiting vaccine mandates and vaccine passports
subject to legislative action.*

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, I have issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health; and

WHEREAS, COVID-19 vaccines are strongly encouraged for those eligible to receive one, but have always been voluntary for Texans; and

WHEREAS, I issued Executive Orders GA-35 and GA-38, addressing COVID-19 vaccines administered under an "emergency use authorization" by prohibiting vaccine mandates from governmental entities and by prohibiting "vaccine passports" from governmental entities and certain others; and

WHEREAS, subsequently, on August 23, 2021, while the legislature was already convened in a special session, the U.S. Food and Drug Administration (FDA) approved one of the COVID-19 vaccines for certain age groups, such that this vaccine is no longer administered under an emergency use authorization for those age groups; and

WHEREAS, while this COVID-19 vaccine is now FDA-approved for certain age groups, others are not yet approved and still are administered under an emergency use authorization; and

WHEREAS, through Chapter 161 of the Texas Health and Safety Code, as well as other laws including Chapters 38 and 51 of the Texas Education Code, the legislature has established its primary role over immunizations, and all immunization laws and regulations in Texas stem from the laws established by the legislature; and

WHEREAS, in other contexts where the legislature has imposed immunization requirements, it has also taken care to provide exemptions that allow people to opt out of being forced to take a vaccine; and

WHEREAS, given the legislature's primacy and the need to avoid a patchwork of regulations with respect to vaccinations, it is appropriate to maintain the status quo of

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SECRETARY OF STATE
2pm O'CLOCK

AUG 25 2021

prohibiting vaccine mandates through executive order while allowing the legislature to consider this issue while in session; and

WHEREAS, in this instance, given the legislature's prior actions, maintaining the status quo of prohibiting vaccine mandates and ensuring uniformity pending the legislature's consideration means extending the voluntariness of COVID-19 vaccinations to all COVID-19 vaccinations, regardless of regulatory status; and

WHEREAS, I am also adding this issue to the agenda for the Second Called Session of the legislature that is currently convened so that the legislature has the opportunity to consider this issue through legislation; and

WHEREAS, I will rescind this executive order upon the effective date of such legislation;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. No governmental entity can compel any individual to receive a COVID-19 vaccine. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine.
2. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual's vaccination status for any COVID-19 vaccine. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.
3. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer's vaccination status for any COVID-19 vaccine. No consumer may be denied entry to a facility financed in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine.
4. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.
5. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any

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AUG 25 2021

other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.

This executive order supersedes only paragraph No. 2 of Executive Order GA-38, and does not supersede or otherwise affect the remaining paragraphs of Executive Order GA-38. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 25th
day of August, 2021.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

ATTESTED BY:

A handwritten signature in black ink that reads "Joe A. Esparza".
JOE A. ESPARZA
Deputy Secretary of State

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SECRETARY OF STATE
2PM O'CLOCK

AUG 25 2021

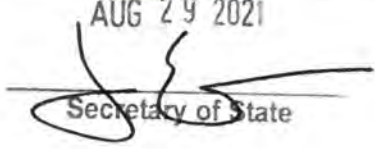


GOVERNOR GREG ABBOTT

August 29, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30 PM O'CLOCK

AUG 29 2021


Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

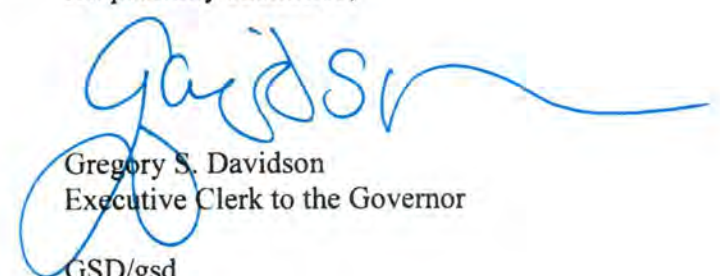
Dear Mr. Deputy Secretary:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation renewing the declaration stating the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in Texas.

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have issued proclamations renewing the disaster declaration for all Texas counties; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, a state of disaster continues to exist in all counties due to COVID-19;

NOW, THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby renew the disaster proclamation for all counties in Texas.

Pursuant to Section 418.017, I authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.

Pursuant to Section 418.016, any regulatory statute prescribing the procedures for conduct of state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with this disaster shall be suspended upon written approval of the Office of the Governor. However, to the extent that the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency's emergency response that is necessary to cope with this declared disaster, I hereby suspend such statutes and rules for the duration of this declared disaster for that limited purpose.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.



IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 29th day of August, 2021.

A handwritten signature in black ink, reading "Greg Abbott", is written over a horizontal line.

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
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AUG 29 2021

Governor Greg Abbott
August 29, 2021

Proclamation
Page 2

ATTESTED BY:


JOE ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
5:30pm O'CLOCK
AUG 29 2021



GOVERNOR GREG ABBOTT

October 11, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30 PM 'CLOCK

OCT 11 2021

Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-40 relating to prohibiting vaccine mandates, subject to legislative action.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

A blue ink signature of Gregory S. Davidson, written in a cursive style.

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
October 11, 2021

EXECUTIVE ORDER GA 40

*Relating to prohibiting vaccine mandates,
subject to legislative action.*

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, I have issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health; and

WHEREAS, COVID-19 vaccines are strongly encouraged for those eligible to receive one, but must always be voluntary for Texans; and

WHEREAS, I issued Executive Orders GA-35, GA-38, and GA-39 to prohibit governmental entities and certain others from imposing COVID-19 vaccine mandates or requiring vaccine passports; and

WHEREAS, in yet another instance of federal overreach, the Biden Administration is now bullying many private entities into imposing COVID-19 vaccine mandates, causing workforce disruptions that threaten Texas's continued recovery from the COVID-19 disaster; and

WHEREAS, countless Texans fear losing their livelihoods because they object to receiving a COVID-19 vaccination for reasons of personal conscience, based on a religious belief, or for medical reasons, including prior recovery from COVID-19; and

WHEREAS, through Chapter 161 of the Texas Health and Safety Code, as well as other laws including Chapters 38 and 51 of the Texas Education Code, the legislature has established its primary role over immunizations, and all immunization laws and regulations in Texas stem from the laws established by the legislature; and

WHEREAS, the legislature has taken care to provide exemptions that allow people to opt out of being forced to take a vaccine for reasons of conscience or medical reasons; and

WHEREAS, I am adding this issue to the agenda for the Third Called Session of the legislature that is currently convened so that the legislature has the opportunity to consider this issue through legislation; and

WHEREAS, I will rescind this executive order upon the effective date of such legislation;

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SECRETARY OF STATE
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OCT 11 2021

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. No entity in Texas can compel receipt of a COVID-19 vaccine by any individual, including an employee or a consumer, who objects to such vaccination for any reason of personal conscience, based on a religious belief, or for medical reasons, including prior recovery from COVID-19. I hereby suspend all relevant statutes to the extent necessary to enforce this prohibition.
2. The maximum fine allowed under Section 418.173 of the Texas Government Code and the State's emergency management plan shall apply to any "failure to comply with" this executive order. Confinement in jail is not an available penalty for violating this executive order.
3. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.

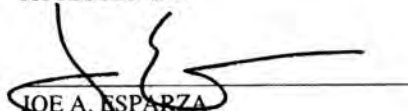
This executive order does not supersede Executive Orders GA-13, GA-37, GA-38, or GA-39. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

Given under my hand this the 11th
day of October, 2021.



GREG ABBOTT
Governor

ATTESTED BY:


JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
9:30 PM O'CLOCK

OCT 11 2021



Memorandum

To: Mayor Lew White, Mayor Pro-Tem Angie Sanchez, Councilmembers Bryant, Michelson, Westmoreland, McGregor, and Mendoza
From: Steven Lewis, City Manager
Date: June 2, 2022
Re: County COVID-19 level update

Mayor and Council,

The Centers of Disease Control and Prevention (CDC) reported Caldwell County's COVID-19 Community Level has been upgraded to *Medium* this week. This is the first time Caldwell County's community risk level has been elevated from *Low* risk since late February. The COVID-19 Community Level is determined by the higher of the new admissions and inpatient beds metrics, based on the current level of new cases per 100,000 population in the past seven days. **Here are the latest numbers on Caldwell County from the CDC:**

Case Rate per 100,000 population	206.12
New COVID-19 admissions per 100,000 population	2.9
% Staffed inpatient beds in use by patients with confirmed COVID-19	0.1%

Based on the CDC's calculations, due to more than 200 new COVID-19 cases, Caldwell County's risk level has been upgraded to *Medium*. With this classification, the CDC recommends increased accessibility to vaccination, testing, and treatment, along with maintaining improved ventilation in public indoor spaces. As of this time, the Caldwell County Office of Emergency Management is not planning on issuing an advisory regarding the county's updated COVID-19 status.

The CDC has the following recommendations for people depending on which COVID-19 Community Level their county is in:

- Low Risk
 - Stay up-to-date with COVID vaccines
 - Get tested if you have symptoms
- Medium Risk

- o Same precautions as low risk and:
 - o Talk to your healthcare provider about whether you should wear a mask and take other precautions if you are at high risk for severe illness
- High Risk
 - o Same precautions as medium risk and:
 - o Wear a mask indoors in public
 - o Additional precautions may be needed for people at high risk for severe illness

This information is also available through the [CDC's Data Tracker: Integrated County View](#), which is updated every Thursday.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: June 21, 2022

AGENDA ITEM CAPTION: Hold A PUBLIC HEARING on application ZC-22-18 by James Acuna on behalf of Lockhart ISD, and discussion and/or action to consider Ordinance 2022-24 for a **Zoning Change** from *PI Public and Institutional District* to *RHD Residential High Density District* on 2.253 acres in the Lockhart Byrd Survey, Abstract No. 17, located at 507 Pecos Street.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The applicant has stated an intent to build housing for Lockhart ISD teachers and staff on the site. The site's current PI zoning does not permit housing, so the RHD district is being sought to allow the proposed development. The current concept is 8-16 houses, which would be located on a single lot. The proposed zoning is not consistent with the site's Future Land Use Plan map's Public and Institutional designation, but the aim of providing staff housing serves the institutional mission of Lockhart ISD. Planning and Zoning Commission voted 4-1 in favor of the proposed zoning change at their meeting held June 8, 2022. Three nearby residents spoke in opposition to the proposed zoning change during the public hearing.

PROJECT SCHEDULE (if applicable): None

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission recommended approval by a vote of 4-1 at their June 8, 2022 meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Approve Ordinance 2022-24, changing the zoning for 2.253 acres located at 507 Pecos Street from PI Public and Institutional District to RHD Residential High Density District.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: zc2218 ordinance, ZC2218 exhibit A, ZC2218 case map, ZC2218 zoning, ZC2218 future landuse, ZC2218 aerial, zc2218 staff report--council, ZC2218 application

ORDINANCE 2022-24

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 2.253-ACRES IN THE BYRD LOCKHART SURVEY NO. A-17 LOCATED AT 507 PECOS STREET, FROM PI PUBLIC AND INSTITUTIONAL DISTRICT TO RHD RESIDENTIAL HIGH DENSITY DISTRICT.

WHEREAS, on June 8, 2022, the Planning and Zoning Commission held a public hearing and voted to recommend approval of said change; and,

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

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

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

- I. The foregoing recitals are approved and adopted herein for all purposes.
- II. The above-referenced property described in Zoning Change request ZC-22-18, known as 2.253 acres in the Byrd Lockhart Survey, No. A-17, and more particularly described in Exhibit A and located at 507 Pecos Street, will be reclassified from PI Public and Institutional District to RHD Residential High Density District.
- III. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or unenforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.
- IV. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.
- V. Publication: That the City Secretary is directed to cause this ordinance caption to be published in a newspaper of general circulation according to law.
- VI. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 21st DAY OF JUNE, 2022

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney



REZONING LEGAL DESCRIPTION

All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being also a part of the Byrd Lockhart Survey A-17 and being also a part of a tract of land conveyed to the Lockhart Independent School District by deed recorded in Volume 207 Page 524 of the Deed Records of Caldwell County, Texas and being also a part of a tract of land conveyed to the Lockhart Independent School District by deed recorded in Volume 218 Page 475 of the said Deed Records and further described in Volume 218 Page 287 as the residue of Lot 4 and being also a part of a tract of land conveyed to Lockhart Independent School District by deed recorded in Volume 197 Page 55 of the said Deed Records and being more particularly described as follows:

BEGINNING at a capped $\frac{1}{2}$ " iron pin set stamped HINKLE SURVEYORS in the East line of the above mentioned Volume 197 Page 55 and in the West line of Pecos Street for the NE corner this tract and from which point a capped $\frac{1}{2}$ " iron pin set stamped HINKLE SURVEYORS marking the NE corner of the said 197/55 bears N 10°00'00" W 162.69 feet.

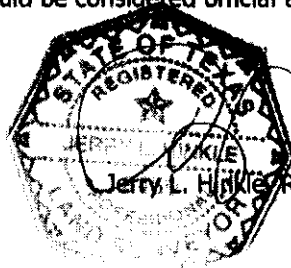
THENCE S 10°00'00" E with the West line of Pecos Street and the East line of the said 218/475 **216.75 feet** to a $\frac{1}{2}$ " iron pin found used for basis of bearing in the SE corner of the said Lot 4 and the apparent NE corner of a tract of land designated as First Tract and conveyed to Elizabeth Cisneros et al by deed recorded in Instrument #2017-005224 of the said Official Public Records for the SE corner this tract.

THENCE S 80°56'10" W with the apparent North line of the above mentioned First Tract and partially along Second Tract as mentioned in the said Instrument #2017-005224 and partially along the North line of a tract of land called 0.401 acres and conveyed to David K. Mills et ux by deed recorded in Volume 453 Page 633 of the said Official Public Records **460.84 feet** to a concrete monument set in the newly dedicated East line of Wichita Street for the SW corner this tract from which point a $\frac{1}{2}$ " iron pin found in the NW corner of the said Mills tract and the SW corner of the said 207/524 bears S 80°56'10" W 5.00 feet.

THENCE N 09°54'31" W with the newly dedicated East line of Wichita Street and over and across the said 207/254 and entering the said 197/55 **209.33 feet** to a capped $\frac{1}{2}$ " iron pin set stamped HINKLE SURVEYORS for the NW corner this tract.

THENCE N 80°00'50" E over and across the said Volume 197 Page 55 **460.45 feet** to the place of beginning containing **2.253 acres** of land more or less.

I hereby certify that the foregoing field notes are a true and correct description of a survey made under my direct supervision on May 18, 2022. **THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.

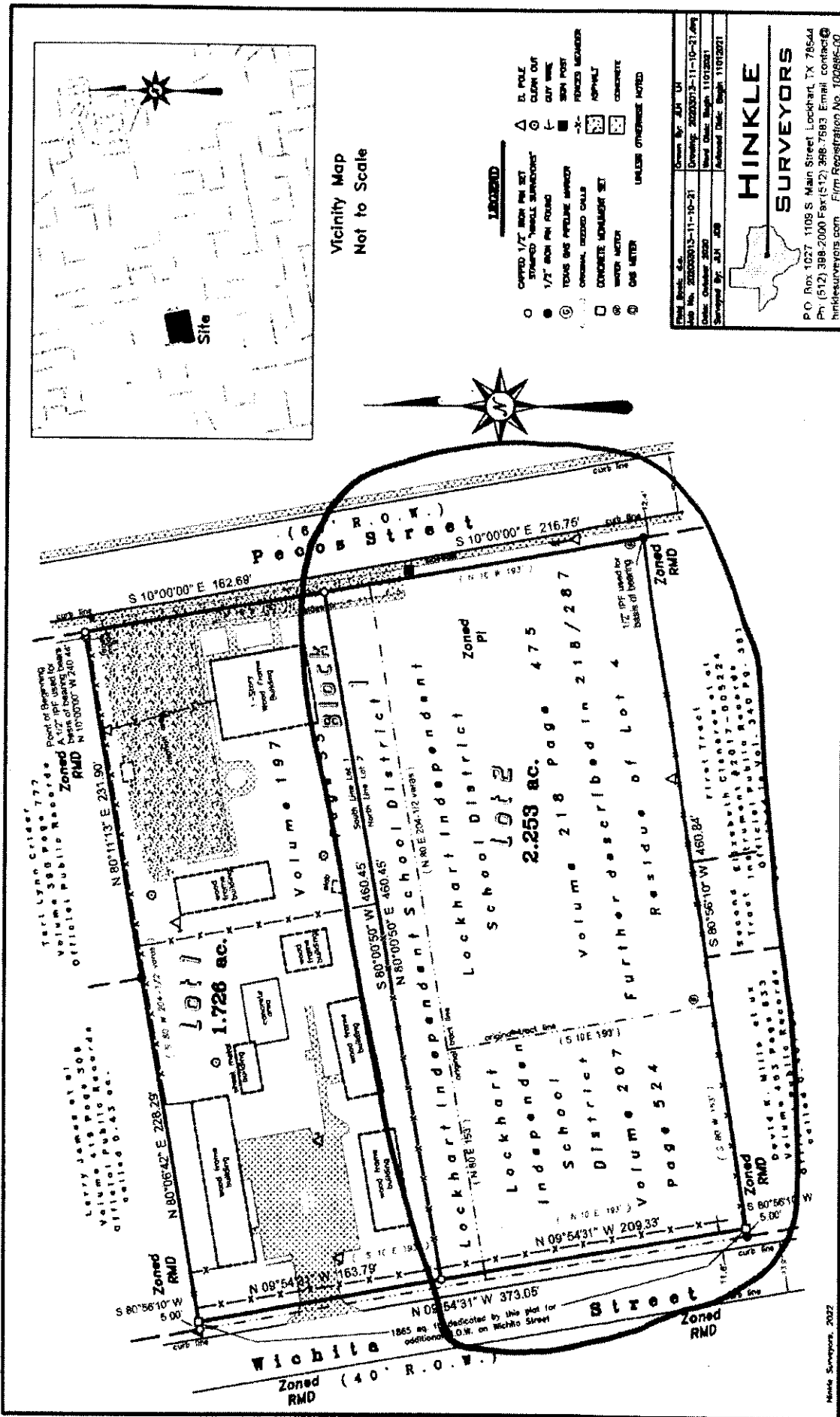


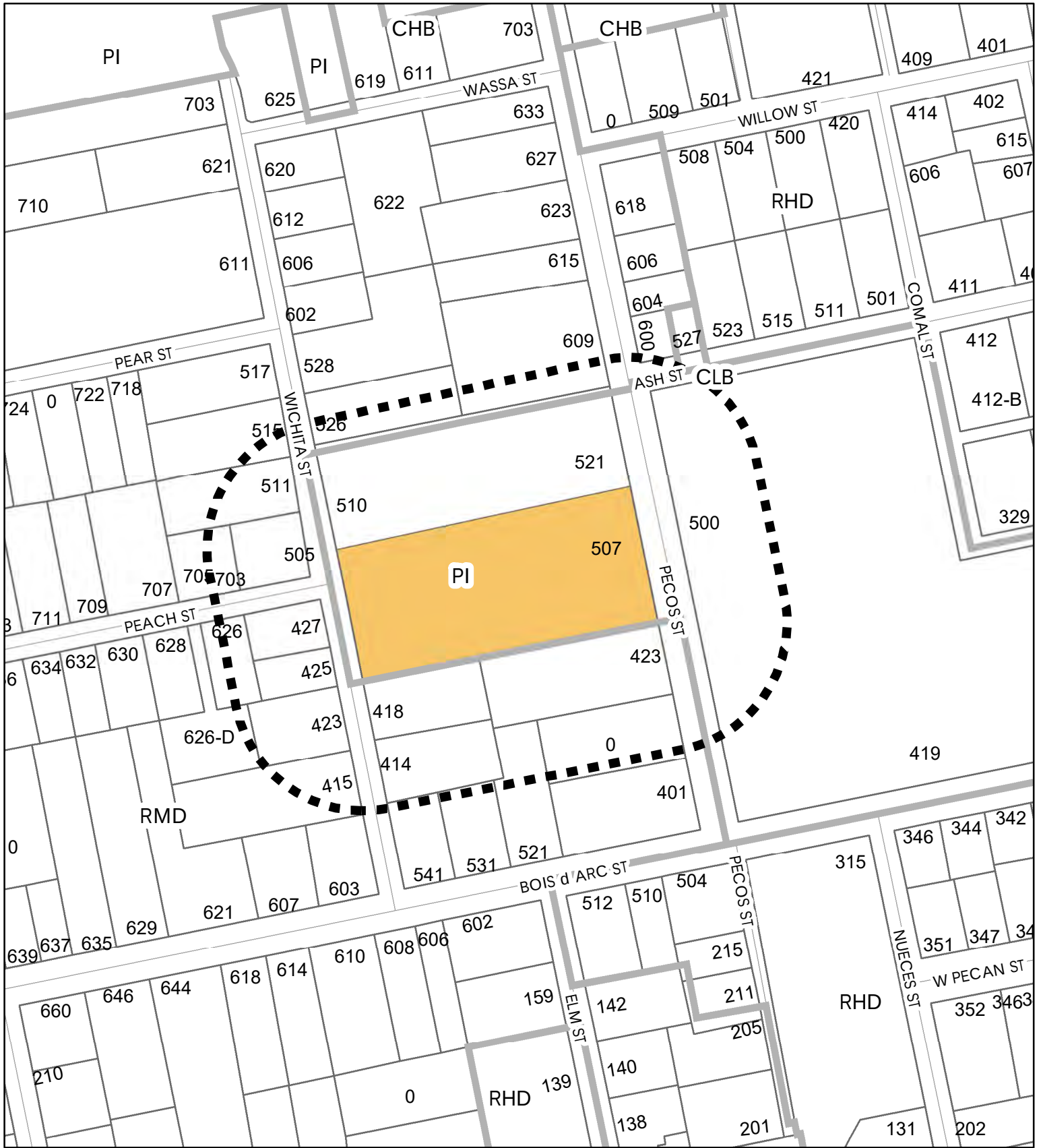
Jerry L. Hinkle R.P.L.S. #5459

©HINKLE SURVEYORS 2022 Firm Registration No. 100866-00

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

EXHIBIT "A"





ZC-22-18

PI TO RHD

507 PECOS STREET



scale 1" = 200'



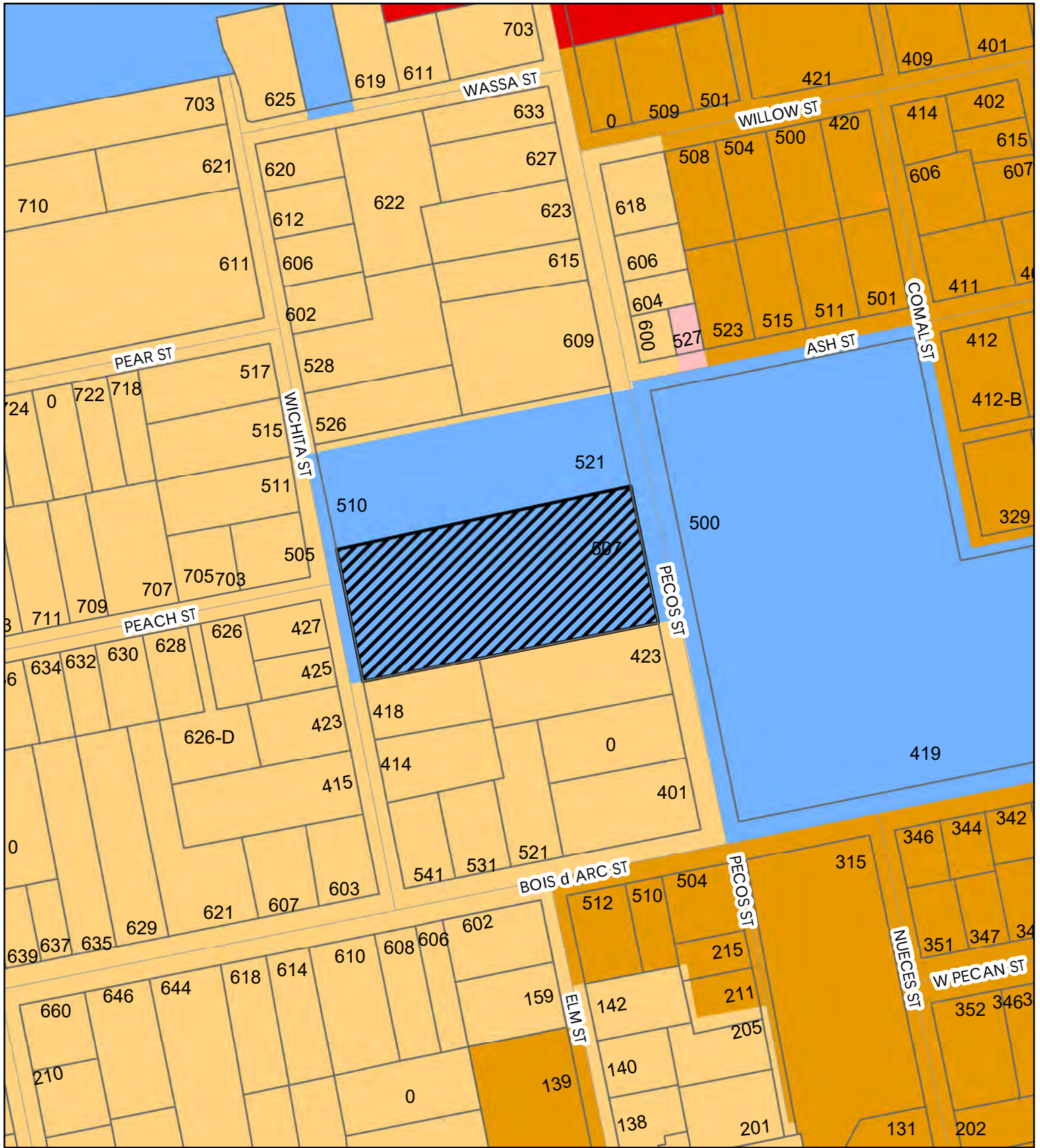
SUBJECT PROPERTY



ZONING BOUNDARY



200 FT BUFFER



ZC-22-18

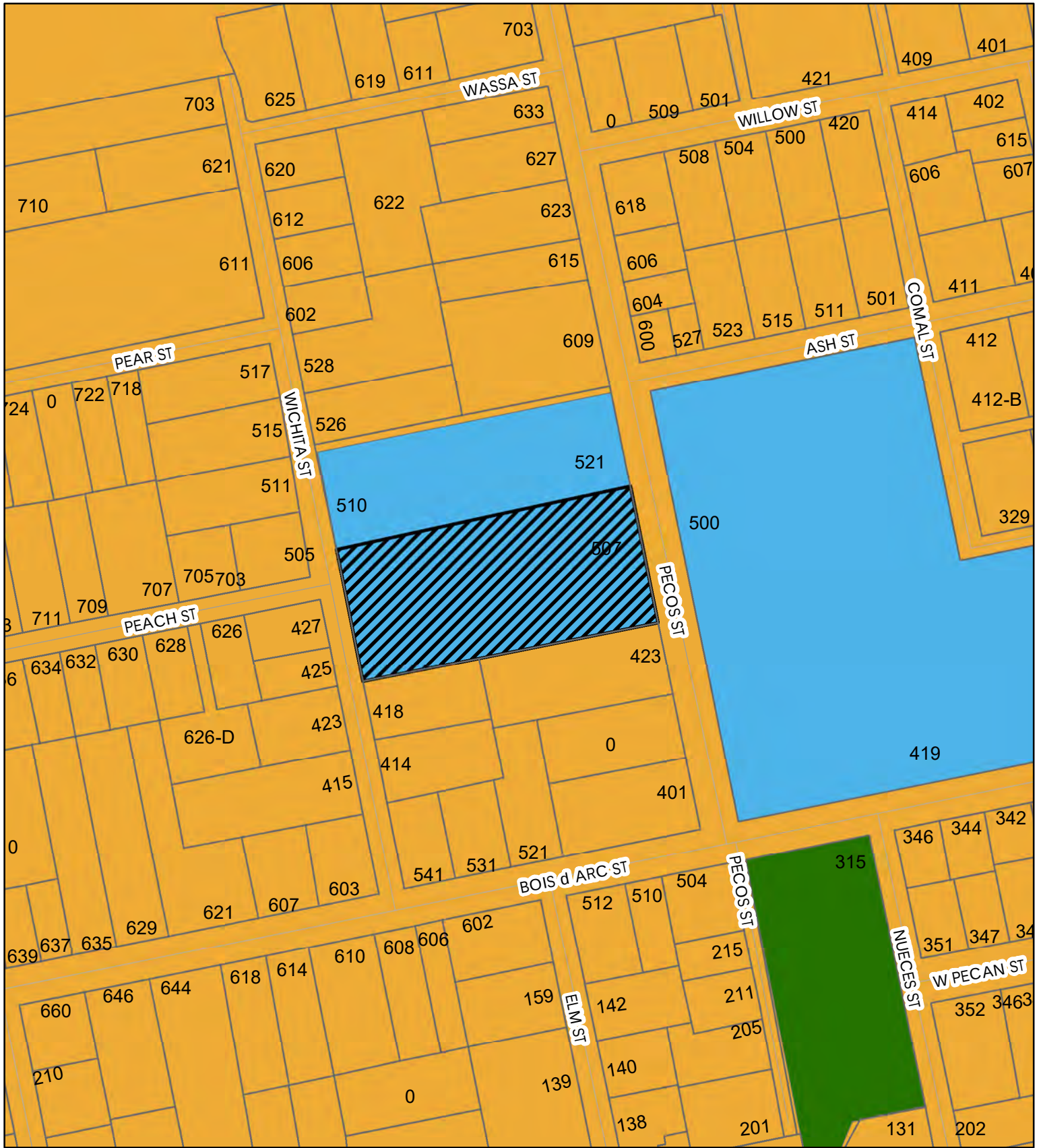
PI TO RHD

507 PECOS STREET

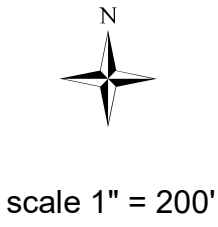


scale 1" = 200'

- ZONING DISTRICTS**
- COMMERCIAL HEAVY BUSINESS
 - COMMERCIAL LIGHT BUSINESS
 - PUBLIC AND INSTITUTIONAL
 - RESIDENTIAL HIGH DENSITY
 - RESIDENTIAL MEDIUM DENSITY



FUTURE LANDUSE
PI TO RHD
507 PECOS STREET



-  **PARKS AND OPEN SPACE**
-  **PUBLIC AND INSTITUTIONAL**
-  **RESIDENTIAL, MEDIUM DENSITY**



CASE SUMMARY

STAFF: David Fowler, Senior Planner

CASE NUMBER: ZC-22-18

REPORT DATE: June 15, 2022

PLANNING AND ZONING COMMISSION HEARING DATE: June 8, 2022

CITY COUNCIL HEARING DATE: June 21, 2022

REQUESTED CHANGE: PI to RHD

STAFF RECOMMENDATION: **Approval**PLANNING AND ZONING COMMISSION RECOMMENDATION: **Approval****BACKGROUND DATA**

APPLICANT: James Acuna

OWNER: Lockhart ISD

SITE LOCATION: 507 N. Pecos Street.

LEGAL DESCRIPTION: Metes and Bounds

SIZE OF PROPERTY: 2.253 acres

EXISTING USE OF PROPERTY: Vacant land

LAND USE PLAN DESIGNATION: *Public and Institutional***ANALYSIS OF ISSUES**

REASON FOR REQUESTED ZONING CHANGE: The applicant has stated an intent to build housing for Lockhart ISD teachers and staff on the site. The proposed housing, consisting of up to 16 detached single family units, would be located on a single lot, so the Residential High Density zoning district, which allows residential with more than one principal structure on a single lot, would be most applicable. The lot is not yet platted, so a minor or final plat would be required prior to the submission of building permit applications if the zoning change is approved.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Single-family residential	RMD	<i>Medium Density Residential</i>
East	School	PI	<i>Public and Institutional</i>
South	Single-family residential	RMD	<i>Medium Density Residential</i>
West	Single-family residential	RHD	<i>Medium Density Residential</i>

TRANSITION OF ZONING DISTRICTS: The abutting properties to the north, south and west are all in the RMD zoning district. The property to the east is also Lockhart ISD owned and shares the subject parcel's PI zoning. While the subject parcel does not directly abut any properties in the RHD zoning district, a large area of RHD begins immediately east of the residential properties on the east side of Pecos Street, and south of the school district property located across Pecos Street from the subject parcel. As such, the proposed RHD zoning would not be out-of-place within the site's general neighborhood.

ADEQUACY OF INFRASTRUCTURE: Vehicular access will be available from both Pecos Street and Wichita Street. Water is available through 6-inch lines in both abutting streets. Both Pecos and Wichita Streets have 6-inch wastewater lines as well.

POTENTIAL NEIGHBORHOOD IMPACT: The surrounding area is mostly single-family residential and school facilities, with an area of higher density residential on mostly smaller lots to the east of the school properties.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed RHD zoning classification is not consistent with the *Public and Institutional* future land use designation, but the subject property is located in an area that has a mix of Medium and High Density Residential Future Land Use Map designations, especially to the east of the site. It should, however, be noted that while the proposed zoning and subsequent development of the site are high density residential in nature, the Lockhart ISD staff housing project will serve the ISD's mission of retaining and attracting qualified staff through the provision of housing. Unlike similar zoning change requests, the ISD's project is not designed to serve the housing needs of the general public. Therefore, the proposed RHD zoning classification in this case represents a goal in line with the site's current zoning and Future Land Use Map designation, which is supporting the public institution of Lockhart ISD.

ALTERNATIVE CLASSIFICATIONS: The zoning classification that would be most consistent with the land use plan map is the site's current PI district, but that zoning does not allow for multifamily housing, so RHD is the best-suited zoning district.

RESPONSE TO NOTIFICATION: Staff has received one letter of opposition to the proposed zoning change (attached) and one call inquiring to the nature of the zoning. Three nearby residents spoke against the proposed zoning change during the public hearing at the June 8, 2022, Planning and Zoning Commission meeting. The Commission voted 4-1 to recommend approval.

STAFF RECOMMENDATION: Approval.

CITY OF

Lockhart

TEXAS

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 James Acuna
DAY-TIME TELEPHONE 512-398-0016
E-MAIL james.acuna@lockhart.txed.net

ADDRESS 419 Bois D'Arc
Lockhart, TX 78644

OWNER NAME Lockhart ISD
DAY-TIME TELEPHONE 512-398-0000
E-MAIL _____

ADDRESS 419 Bois D'Arc
Lockhart, TX 78644

PROPERTY

ADDRESS OR GENERAL LOCATION 507 Pecos Street
LEGAL DESCRIPTION (IF PLATTED) Metes and Bounds
SIZE 2.253 ACRE(S) LAND USE PLAN DESIGNATION Public Institutional
EXISTING USE OF LAND AND/OR BUILDING(S) Vacant
PROPOSED NEW USE, IF ANY Lockhart ISD Teacher/Staff Housing Project

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION PI
TO PROPOSED ZONING CLASSIFICATION RHD
REASON FOR REQUEST Lockhart ISd Teacher/Staff Housing Project

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 \$ None PAYABLE TO THE CITY OF LOCKHART AS FOLLOWS:

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

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

SIGNATURE [Signature]

DATE 5/3/22

OFFICE USE ONLY

ACCEPTED BY Dan Gibson

RECEIPT NUMBER N/A

DATE SUBMITTED 5-18-22

CASE NUMBER ZC - 22 - 18

DATE NOTICES MAILED 5-23-22

DATE NOTICE PUBLISHED 5-26-2022

PLANNING AND ZONING COMMISSION MEETING DATE 6-8-22

PLANNING AND ZONING COMMISSION RECOMMENDATION Approval

CITY COUNCIL MEETING DATE 6-21-22

DECISION _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: June 21, 2022

AGENDA ITEM CAPTION: Presentation of the Caldwell County Appraisal District's Appraisal and Collection Budget for Fiscal Year 2022-2023.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On June 13, 2022, the City of Lockhart received the Caldwell County Appraisal District's proposed budgets for collections and appraisals for the year January 1, 2023 through December 31, 2023.

The most notable increases are in salaries, benefits and building costs.

The Caldwell County Appraisal District's Board of Directors must approve the budget by September 15, 2022.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The Caldwell County Appraisal District's Budget has been incorporated into the City of Lockhart's Proposed Annual Budget for Fiscal Year 2022-2023 that has been presented to City Council during the budget workshops dated June 14 and 15, 2022.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff is seeking feedback on the Caldwell County Appraisal District's Proposed Budget for the year January 1, 2023 through December 31, 2023.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Caldwell County Appraisal District Budget 2023

Orig. = Pam
Scanned to = LW
SL

Caldwell County Appraisal District

RECEIVED
CITY OF LOCKHART

JUN 15 2022

DATE: June 13, 2022

RECVD. BY: _____
TIME RECVD: _____

TO: All Taxing Unit Presiding Officers
CCAD Board of Directors

RE: Notice of public hearing to consider the proposed 2023 Appraisal District Budget

Enclosed you will find the proposed budgets for the Caldwell County Appraisal District for the year January 1, 2023 through December 31, 2023.

Entities that are considering substantial increases in tax levies for 2022 should be aware of the effect on the cost allocation of the appraisal district budget. The proposed budgets include the total costs of appraisal and tax collection.

The Board of Directors must approve the budget by September 15th.

Please note that the Tax Code requires that a copy of the proposed budget be available for public inspection in the office of each governing body served by the appraisal district.

This shall serve as notice pursuant to section 6.06(b) of the Texas Tax Code that the board of directors of the Caldwell County Appraisal District ("District") shall hold a public hearing to consider the 2023 District budget. The hearing will begin at 5:00 PM on Tuesday, June 28, 2022 in the Caldwell County Appraisal District office, 211 Bufkin Ln, Lockhart.

If you have any questions, please do not hesitate to contact Shanna Ramzinski, Chief Appraiser, at the Caldwell County Appraisal District (512) 398-5550.

Respectfully,

Kathy Haigler
Secretary, Board of Directors
Caldwell County Appraisal District

Encl:
2023 Proposed Appraisal Budget
Estimated Cost Allocation - Appraisal Budget
2023 Proposed Collection Budget
Estimated Cost Allocation - Collection Budget



211 Bufkin Ln
P.O. Box 900
Lockhart, Texas 78644
United States

PHONE (512) 398-5550
FAX (512) 398-5551
E-MAIL general@caldwellcad.org
WEB SITE www.caldwellcad.org

2023 APPRAISAL BUDGET ALLOCATION

Caldwell County Appraisal District PROPOSED Budget

ENTITIES	2021 TAX LEVY	RATIO %	2023 BUDGET	ASSESSMENT
CITY OF LOCKHART	\$5,752,038.03	8.421%	\$1,741,770.50	\$146,667.69
CITY OF LULING	\$1,536,912.87	2.250%	\$1,741,770.50	\$39,188.80
CITY OF MARTINDALE	\$359,410.56	0.526%	\$1,741,770.50	\$9,164.39
CITY OF MUSTANG RIDGE	\$117,531.76	0.172%	\$1,741,770.50	\$2,996.87
CITY OF NIEDERWALD	\$50,816.66	0.074%	\$1,741,770.50	\$1,295.74
CITY OF UHLAND	\$34,616.15	0.051%	\$1,741,770.50	\$882.66
CALDWELL-HAYS ESD1	\$641,428.15	0.939%	\$1,741,770.50	\$16,355.38
CALDWELL ESD #2	\$195,961.19	0.287%	\$1,741,770.50	\$4,996.69
CALDWELL ESD #3	\$138,110.57	0.202%	\$1,741,770.50	\$3,521.60
CALDWELL ESD #4	\$170,847.87	0.250%	\$1,741,770.50	\$4,356.35
CALDWELL COUNTY	\$22,275,742.10	32.610%	\$1,741,770.50	\$567,995.49
LOCKHART ISD	\$24,181,481.20	35.400%	\$1,741,770.50	\$616,588.76
LULING ISD	\$6,329,528.01	9.266%	\$1,741,770.50	\$161,392.75
PRAIRIE LEA ISD	\$1,463,785.87	2.143%	\$1,741,770.50	\$37,324.18
GONZALES COUNTY UWD	\$9,870.73	0.014%	\$1,741,770.50	\$251.69
PLUM CREEK CONS DIST	\$390,963.84	0.572%	\$1,741,770.50	\$9,968.95
PLUM CREEK UNDERGROUND	\$397,694.37	0.582%	\$1,741,770.50	\$10,140.56
CITY OF SAN MARCOS	\$216,208.89	0.317%	\$1,741,770.50	\$5,512.98
GONZALES ISD	\$458,467.24	0.671%	\$1,741,770.50	\$11,690.18
HAYS ISD	\$774,898.08	1.134%	\$1,741,770.50	\$19,758.65
SAN MARCOS ISD	\$2,445,774.62	3.580%	\$1,741,770.50	\$62,363.31
WAELDER ISD	\$308,188.12	0.451%	\$1,741,770.50	\$7,858.30
AUSTIN COMMUNITY COLLEGE	\$58,769.74	0.086%	\$1,741,770.50	\$1,498.53
TOTALS	\$68,309,046.62	100.00%	\$1,741,770.50	\$1,741,770.50

CALDWELL COUNTY APPRAISAL DISTRICT
2023 APPRAISAL BUDGET (PROPOSED)

	PERSONNEL	2022	2023
70101	Chief Appraiser	\$88,180.00	\$82,000.00
70102	Deputy Chief Appraiser	\$50,755.00	\$85,012.20
70103	GIS Mapper/System Mgr/IT	\$71,353.00	\$82,412.40
70105	Field Appraiser II	\$36,608.00	\$47,250.00
70106	Senior Appraiser I	\$48,400.00	\$63,336.00
70107	Senior Appraiser II	\$41,338.00	\$58,800.00
70108	Field Appraiser I	\$36,608.00	\$47,250.00
70109	Field Appraiser III	\$37,531.00	\$49,522.20
70111	Administrative Asst.	\$56,210.00	\$68,250.00
70112	Data entry technician	\$34,785.00	\$44,100.00
70113	Support data entry	\$42,466.00	\$51,277.70
70114	Appraisal Clerk	\$27,500.00	\$35,700.00
70120	Field Appraiser IV	\$36,300.00	\$44,625.00
70130	Part time	\$3,000.00	\$0.00
70135	Payroll contingency	\$2,000.00	\$7,000.00
70136	Annual Longevity Compensation	\$5,300.00	\$6,750.00
	SUBTOTAL	618,334.00	773,285.50
	DEDUCTIONS/BENEFITS		
71000	Payroll Tax	\$53,000.00	\$68,000.00
71002	Retirement/employer	\$70,000.00	\$89,000.00
71004	Health benefits	\$121,000.00	\$139,000.00
71005	Worker comp	\$2,800.00	\$2,800.00
71006	Unemployment	\$4,000.00	\$4,000.00
	SUBTOTAL	250,800.00	302,800.00
	SERVICES		
72000	Appr Engineers	\$66,000.00	\$66,000.00
72001	Appr Review Bd	\$37,500.00	\$37,500.00
72002	Audit	\$6,400.00	\$6,400.00
72003	Board of Directors	\$1,790.00	\$2,000.00
72004	Data Processing Services	\$67,500.00	\$99,800.00
72007	Janitorial service	\$6,200.00	\$6,200.00
72008	Legal	\$27,000.00	\$27,000.00
72009	Title Research	\$3,000.00	\$3,000.00
72010	Aerial Imagery	\$92,585.00	\$84,500.00
	SUBTOTAL	307,975.00	332,400.00

	GENERAL EXPENSES	2022	2023
72500	Bond - Chief - Notary	\$250.00	\$250.00
72501	Membership/Dues	\$3,850.00	\$3,700.00
72502	Computer supplies	\$6,400.00	\$7,600.00
72504	Education & fees	\$11,700.00	\$15,700.00
72505	Insurance - liability	\$1,700.00	\$1,900.00
72506	Insurance Building/ Equip - contents	\$5,300.00	\$5,800.00
72507	Legal notices/printing	\$20,600.00	\$23,600.00
72508	Maint - hardware/equip	\$8,700.00	\$8,800.00
72509	Maint - office equip	\$1,000.00	\$1,000.00
72510	Mileage & travel	\$5,500.00	\$5,500.00
72511	Office supplies	\$8,500.00	\$8,500.00
72512	Postage	\$34,200.00	\$37,200.00
72513	Postage meter/Box rental	\$4,665.00	\$5,565.00
72514	Publications Subcrip & books	\$7,860.00	\$22,570.00
72515	Rental - copier	\$2,650.00	\$2,900.00
72516	Electricity	\$9,000.00	\$9,000.00
72517	Telephone	\$14,000.00	\$14,300.00
72518	Water & sewer	\$3,500.00	\$3,500.00
72519	Mortgage	\$57,300.00	\$57,300.00
72520	Building Maint	\$5,000.00	\$7,000.00
72523	Fuel - Vehicle	\$4,000.00	\$8,500.00
72524	Maint - Vehicle	\$12,500.00	\$12,500.00
72525	Ins - vehicle	\$2,600.00	\$2,600.00
	SUBTOTAL	230,775.00	265,285.00
	CAPITAL INVESTMENTS		
79000	Office equipment	\$5,000.00	\$5,000.00
79001	Computer Equipment	\$16,000.00	\$17,000.00
79003	Vehicle	\$28,000.00	\$28,000.00
	SUBTOTAL	49,000.00	50,000.00
	CONTINGENCY		
79002	Building Expense	\$5,000.00	\$8,000.00
79990	Contingency	\$10,000.00	\$10,000.00
	SUBTOTAL	15,000.00	18,000.00
	TOTAL EXPENSES	1,471,884.00	1,741,770.50

2023 COLLECTION BUDGET ALLOCATION

Caldwell County Appraisal District PROPOSED Budget

ENTITIES	2021 TAX LEVY	RATIO %	2023 BUDGET	ASSESSMENT
CITY OF LOCKHART	\$5,752,038.03	8.795%	\$523,168.12	\$46,011.45
CITY OF LULING	\$1,563,835.21	2.391%	\$523,168.12	\$12,509.36
CITY OF MARTINDALE	\$359,410.56	0.550%	\$523,168.12	\$2,874.98
CITY OF MUSTANG RIDGE	\$117,531.76	0.180%	\$523,168.12	\$940.15
CITY OF NIEDERWALD	\$50,816.66	0.078%	\$523,168.12	\$406.49
CITY OF UHLAND	\$34,616.15	0.053%	\$523,168.12	\$276.90
CALDWELL-HAYS ESD1	\$641,428.15	0.981%	\$523,168.12	\$5,130.88
CALDWELL ESD #2	\$195,961.19	0.300%	\$523,168.12	\$1,567.52
CALDWELL ESD #3	\$138,110.57	0.211%	\$523,168.12	\$1,104.77
CALDWELL ESD #4	\$170,847.87	0.261%	\$523,168.12	\$1,366.64
CALDWELL COUNTY	\$22,275,742.10	34.059%	\$523,168.12	\$178,187.16
LOCKHART ISD	\$24,181,481.20	36.973%	\$523,168.12	\$193,431.46
LULING ISD	\$7,294,435.93	11.153%	\$523,168.12	\$58,349.34
PRAIRIE LEA ISD	\$1,828,123.08	2.795%	\$523,168.12	\$14,623.44
GONZALES COUNTY UWD	\$9,870.73	0.015%	\$523,168.12	\$78.96
PLUM CREEK CONS DIST	\$390,963.84	0.598%	\$523,168.12	\$3,127.38
PLUM CREEK UWD	\$397,694.37	0.608%	\$523,168.12	\$3,181.22
TOTALS	\$65,402,907.40	100.00%	\$523,168.12	\$523,168.12

CALDWELL COUNTY APPRAISAL DISTRICT
2023 COLLECTION BUDGET (PROPOSED)

	PERSONNEL	2022	2023
90-70101	Chief Appraiser	\$0.00	\$54,663.80
90-70120	Deputy Tax Collector	\$59,570.00	\$85,012.20
90-70121	Collections Specialist I	\$40,656.00	\$49,092.12
90-70122	Public Assist II	\$32,870.00	\$36,750.00
90-70126	Public Assist I	\$28,800.00	\$36,750.00
90-70130	Part time	\$0.00	\$0.00
90-70135	Payroll contingency	\$800.00	\$2,800.00
90-70136	Annual Longevity Compensation	\$1,750.00	\$2,000.00
	SUBTOTAL	\$164,446.00	\$267,068.12

	DEDUCTIONS/BENEFITS		
90-71000	Payroll Tax	\$13,500.00	\$22,000.00
90-71002	Retirement/employer	\$19,000.00	\$30,000.00
90-71004	Health benefits	\$36,900.00	\$41,900.00
90-71005	Worker comp	\$950.00	\$950.00
90-71006	Unemployment	\$3,375.00	\$3,375.00
	SUBTOTAL	\$73,725.00	\$98,225.00

	SERVICES		
90-72002	Audit	\$1,925.00	\$1,925.00
90-72004	Data Processing Services	\$22,000.00	\$23,000.00
90-72005	County employee contract	\$20,000.00	\$21,000.00
90-72007	Janitorial service	\$2,500.00	\$2,500.00
90-72008	Legal	\$2,500.00	\$2,500.00
90-72011	Security	\$0.00	\$2,000.00
	SERVICES	\$48,925.00	\$52,925.00

	GENERAL EXPENSES		
90-72500	Bond - Chief - Notary	\$200.00	\$200.00
90-72501	Membership/Dues	\$750.00	\$850.00
90-72502	Computer supplies	\$2,300.00	\$2,300.00
90-72504	Education & fees	\$5,200.00	\$6,100.00
90-72505	Insurance - liability	\$1,000.00	\$1,000.00
90-72506	Insurance Building/Equip - contents	\$1,500.00	\$1,600.00
90-72507	Legal notices/printing	\$12,000.00	\$14,000.00
90-72508	Maint - hardware/equip	\$2,600.00	\$2,600.00
90-72509	Maint - office equip	\$1,500.00	\$1,500.00
90-72510	Mileage & travel	\$3,100.00	\$3,100.00
90-72511	Office supplies	\$3,500.00	\$3,500.00
90-72512	Postage	\$16,300.00	\$18,000.00
90-72513	Postage meter/Box rental	\$1,450.00	\$1,800.00
90-72515	Rental - copier	\$1,800.00	\$1,800.00
90-72516	Electricity	\$3,000.00	\$3,000.00
90-72517	Telephone	\$3,600.00	\$4,000.00
90-72518	Water & sewer	\$1,200.00	\$1,200.00
90-72519	Mortgage	\$17,200.00	\$17,200.00
90-72520	Building Maint	\$2,300.00	\$2,800.00
	SUBTOTAL	\$80,500.00	\$86,550.00

	CAPITAL INVESTMENTS		
90-79000	Office equipment	\$2,000.00	\$2,000.00
90-79001	Computer Equipment	\$7,200.00	\$8,200.00
	SUBTOTAL	\$9,200.00	\$10,200.00

	CONTINGENCY		
90-79002	Building Expense	\$2,200.00	\$5,200.00
90-79990	Contingency	\$3,000.00	\$3,000.00
	SUBTOTAL	\$5,200.00	\$8,200.00
	TOTAL EXPENSES	\$381,996.00	\$523,168.12

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: June 21, 2022

AGENDA ITEM CAPTION: Presentation and consider the Guadalupe-Blanco River Authority's Annual Budget for services in Fiscal Year 2022-2023.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On June 9, 2022, representatives of GBRA met with the City Manager, Public Works Director and Finance Director to discuss the proposed budget for the Guadalupe-Blanco River Authority's maintenance and operations costs associated with the Lockhart water and wastewater plants and the City of Luling water plant. Also presented during this meeting were the debt allocations associated with the Carrizo Groundwater Supply Project and the Luling to Lockhart water pipeline debt.

Notable changes in GBRA's proposed budget:

Water Department

- decrease in maintenance and operations of Lockhart water plant costs
- increases in debt payments for Carrizo Groundwater Supply Project and Luling to Lockhart pipeline debt

Wastewater Department

- decrease in maintenance and operations of Lockhart wastewater plant costs

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The GBRA's Proposed Budget for Fiscal Year 2022-2023 has been incorporated in the City of Lockhart's Proposed Annual Budget for Fiscal Year 2022-2023 that has been presented to the City Council during the budget workshops dated June 14 and 15, 2022.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends the approval of the GBRA's Proposed Budget for the Fiscal Year 2022-2023.

LIST OF SUPPORTING DOCUMENTS: GBRA-Lockhart Water Plant Budget, GBRA-Lockhart Wastewater Plant Budget

**Guadalupe-Blanco River Authority
Work Plan & Budget
Fiscal Year Ending August 31, 2023**

**131 - Lockhart WTP
Department ***

		FY 2022 BUDGET	FY 2023 BUDGET	FY 2023-2022 DIFFERENCE
OPERATING BUDGET				
OPERATING REVENUES				
Water Treatment				
41101	PLANT O&M	904,021	846,765	(57,256)
41102	PLANT A&G	85,275	86,810	1,535
	Total Water Treatment	989,296	933,575	(55,721)
	Total Operating Revenue	989,296	933,575	(55,721)
OPERATING EXPENSES				
Salaries				
51101	LBR-REGULAR WAGES	242,780	250,513	7,733
51102	LBR-OVERTIME	15,628	12,548	(3,080)
	Total Salaries	258,408	263,061	4,653
Benefits				
51298	BEN-BENEFIT ALLOCATION	104,655	106,540	1,885
	Total Benefits	104,655	106,540	1,885
Operating Supplies & Services				
52101	OPR-POWER & UTILITIES	56,000	56,000	-
52103	OPR-CHEMICALS	39,060	47,976	8,916
52110	OPR-SMALL TOOLS AND SUPPLIES	1,500	1,500	-
52113	OPR-LAB SUPPLIES	11,160	13,638	2,478
52114	OPR-LABORATORY SERVICES-GBRA	5,000	5,172	172
52115	OPR-LABORATORY SERVICES-OUTSOURCED	6,040	2,300	(3,740)
52120	OPR-UNIFORMS	3,800	3,800	-
52121	OPR-SAFETY & EMERGENCY EXPENSE	1,435	1,635	200
52122	OPR-SECURITY EXPENSE	1,750	1,750	-
52123	OPR-EQUIPMENT RENTAL	1,500	1,500	-
52124	OPR-EQUIPMENT EXPENSE	150	150	-
52125	OPR-VEHICLE EXPENSE	2,380	3,330	950
52126	OPR-FLEET LEASE EXPENSE	1,200	1,200	-
52133	OPR-SCADA	3,500	1,700	(1,800)

	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023-2022 DIFFERENCE
Total Operating Supplies & Services	134,475	141,651	7,176
Professional Services and Fees			
52205 OPR-PROFESSIONAL SERVICES-OTHER	3,570	3,720	150
52216 OPR-REGULATORY FEES	-	12,000	12,000
52217 OPR-INSPECTION FEES	12,000	-	(12,000)
52222 OPR-MEMBERSHIPS & PUBLICATIONS	424	424	-
52223 OPR-LICENSE & TRAINING	2,797	3,619	822
52224 OPR-TRAVEL & MEETINGS	-	2,500	2,500
Total Professional Services and Fees	18,791	22,263	3,472
Office Expenses			
52301 OPR-OFFICE SUPPLIES	750	750	-
52302 OPR-COMPUTER & SOFTWARE EXPENSE	2,875	4,250	1,375
52303 OPR-WIDE AREA NETWORK EXPENSE	3,000	1,650	(1,350)
52306 OPR-COMMUNICATIONS	5,200	5,800	600
52331 OPR-JANITORIAL SUPPLIES AND SERVICE	500	500	-
Total Office Expenses	12,325	12,950	625
Other Operating Expenses			
52420 OPR-INSURANCE EXPENSE	17,617	19,100	1,483
52430 OPR-MISC EXPENSE	250	250	-
Total Other Operating Expenses	17,867	19,350	1,483
SUBTOTAL OF OPERATIONAL EXPENSES	546,521	565,815	19,294
Maintenance and Repair Equipment			
53101 M&R-EQUIPMENT	1,300	1,550	250
53110 M&R-CONTROL SYSTEMS	1,000	2,500	1,500
53115 M&R-METERS	7,400	11,700	4,300
Total Maintenance and Repair Equipment	9,700	15,750	6,050
Structures			
53201 M&R-BUILDING	30,900	5,400	(25,500)
53205 M&R-PUMPS AND MOTORS	69,000	65,000	(4,000)
53210 M&R-GATES AND VALVES	38,100	29,500	(8,600)
53235 M&R-TRANSMISSION LINES	10,000	38,500	28,500
Total Structures	148,000	138,400	(9,600)
Other Maintenance & Repairs			
53302 M&R-WELLS	104,000	104,000	-
53310 M&R-GROUNDS/ROW	13,000	13,000	-
53325 M&R-GENERAL MAINTENANCE	82,800	9,800	(73,000)
Total Other Maintenance & Repairs	199,800	126,800	(73,000)

		FY 2022 BUDGET	FY 2023 BUDGET	FY 2023-2022 DIFFERENCE
	SUBTOTAL OF M&R EXPENSES	<u>357,500</u>	<u>280,950</u>	<u>(76,550)</u>
	Administrative & General			
54100	ADMINISTRATIVE & GENERAL	<u>85,275</u>	<u>86,810</u>	<u>1,535</u>
	Total Administrative & General	<u>85,275</u>	<u>86,810</u>	<u>1,535</u>
	TOTAL OPERATING AND M&R EXPENSES	<u>989,296</u>	<u>933,575</u>	<u>(55,721)</u>
	Net Operating Income	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>
	Net Change in Fund Balance	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>

**Guadalupe-Blanco River Authority
Work Plan & Budget
Fiscal Year Ending August 31, 2023**

**130 - Lockhart WWTP
Department ***

		FY 2022 BUDGET	FY 2023 BUDGET	FY 2023-2022 DIFFERENCE
OPERATING BUDGET				
OPERATING REVENUES				
Wastewater Treatment				
41201	WW-OPR & MAINTENANCE	1,278,181	1,416,524	138,343
41202	WW-ADMINISTRATIVE & GENERAL	114,977	117,322	2,345
41207	WW-CREDIT TO CUSTOMER	(500,000)	(800,000)	(300,000)
	Total Wastewater Treatment	893,158	733,846	(159,312)
Misc Income				
45195	MISCELLANEOUS REVENUES	500,000	800,000	300,000
	Total Misc Income	500,000	800,000	300,000
	Total Operating Revenue	1,393,158	1,533,846	140,688
OPERATING EXPENSES				
Salaries				
51101	LBR-REGULAR WAGES	328,890	338,869	9,979
51102	LBR-OVERTIME	19,526	16,651	(2,875)
	Total Salaries	348,416	355,520	7,104
Benefits				
51298	BEN-BENEFIT ALLOCATION	141,109	143,985	2,876
	Total Benefits	141,109	143,985	2,876
Operating Supplies & Services				
52101	OPR-POWER & UTILITIES	242,050	242,050	-
52102	OPR-AUXILIARY POWER EXPENSE	6,825	5,000	(1,825)
52103	OPR-CHEMICALS	32,266	44,594	12,328
52110	OPR-SMALL TOOLS AND SUPPLIES	1,500	2,500	1,000
52113	OPR-LAB SUPPLIES	16,784	19,218	2,434
52114	OPR-LABORATORY SERVICES-GBRA	41,394	41,400	6
52115	OPR-LABORATORY SERVICES-OUTSOURCED	11,163	11,542	379
52118	OPR-DISPOSAL SERVICES	242,976	284,556	41,580
52120	OPR-UNIFORMS	5,490	5,720	230

	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023-2022 DIFFERENCE
52121 OPR-SAFETY & EMERGENCY EXPENSE	3,185	3,185	-
52122 OPR-SECURITY EXPENSE	4,000	4,000	-
52124 OPR-EQUIPMENT EXPENSE	3,500	3,500	-
52125 OPR-VEHICLE EXPENSE	7,010	6,860	(150)
52126 OPR-FLEET LEASE EXPENSE	1,200	-	(1,200)
52133 OPR-SCADA	3,500	1,700	(1,800)
Total Operating Supplies & Services	622,843	675,825	52,982
Professional Services and Fees			
52205 OPR-PROFESSIONAL SERVICES-OTHER	5,300	4,530	(770)
52216 OPR-REGULATORY FEES	-	22,500	22,500
52217 OPR-INSPECTION FEES	23,000	-	(23,000)
52222 OPR-MEMBERSHIPS & PUBLICATIONS	900	900	-
52223 OPR-LICENSE & TRAINING	2,722	4,094	1,372
52224 OPR-TRAVEL & MEETINGS	-	2,500	2,500
Total Professional Services and Fees	31,922	34,524	2,602
Office Expenses			
52301 OPR-OFFICE SUPPLIES	2,900	3,600	700
52302 OPR-COMPUTER & SOFTWARE EXPENSE	5,125	6,100	975
52303 OPR-WIDE AREA NETWORK EXPENSE	3,000	1,650	(1,350)
52306 OPR-COMMUNICATIONS	7,000	8,000	1,000
52331 OPR-JANITORIAL SUPPLIES AND SERVICE	1,000	1,200	200
Total Office Expenses	19,025	20,550	1,525
Other Operating Expenses			
52420 OPR-INSURANCE EXPENSE	24,146	24,800	654
52430 OPR-MISC EXPENSE	200	200	-
Total Other Operating Expenses	24,346	25,000	654
SUBTOTAL OF OPERATIONAL EXPENSES	1,187,661	1,255,404	67,743
Maintenance and Repair Equipment			
53101 M&R-EQUIPMENT	39,900	90,950	51,050
53110 M&R-CONTROL SYSTEMS	2,000	1,000	(1,000)
53115 M&R-METERS	1,400	1,150	(250)
Total Maintenance and Repair Equipment	43,300	93,100	49,800
Structures			
53201 M&R-BUILDING	1,520	1,520	-
53205 M&R-PUMPS AND MOTORS	9,000	14,800	5,800
53210 M&R-GATES AND VALVES	2,000	6,000	4,000
53220 M&R-CLARIFIERS	7,700	11,200	3,500
53237 M&R UV SYSTEM	10,000	10,000	-
Total Structures	30,220	43,520	13,300

		FY 2022 BUDGET	FY 2023 BUDGET	FY 2023-2022 DIFFERENCE
	Other Maintenance & Repairs			
53310	M&R-GROUNDS/ROW	13,000	13,000	-
53325	M&R-GENERAL MAINTENANCE	4,000	11,500	7,500
	Total Other Maintenance & Repairs	17,000	24,500	7,500
	SUBTOTAL OF M&R EXPENSES	90,520	161,120	70,600
	Administrative & General			
54100	ADMINISTRATIVE & GENERAL	114,977	117,322	2,345
	Total Administrative & General	114,977	117,322	2,345
	TOTAL OPERATING AND M&R EXPENSES	1,393,158	1,533,846	140,688
	Net Operating Income	-	-	-
	Net Change in Fund Balance	-	-	-

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: June 21, 2022

AGENDA ITEM CAPTION: Consider allocations to Non-profit organizations for Fiscal Year 2022-2023

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: On June 7th and June 14th, the City Council received requests for funding from non-profit organizations that will provide social services within the city limits of Lockhart for its residents. These funding requests are for the upcoming Fiscal Year of 2022-2023.

The following organizations made presentations:

- CARTS
- Hays-Caldwell County Women's Center
- Cenikor Foundation
- Combined Community Action - Senior Nutrition
- Lockhart Area Senior Citizens Center
- CASA of Central Texas, Inc.
- Caldwell County Christian Ministries

Requests totaled \$49,732.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Allocations to the Draft Annual Budget for Fiscal Year 2022-2023 remain the same as last year (\$36,384). In order to fund all of the requests, an additional appropriation of \$13,348 would be required.

PREVIOUS COUNCIL ACTION: The City Council approved a 5% increase in funding to non-profit organizations for the Fiscal Year 2021-2022.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff request direction from the City Council for allocating funds to the Annual Budget for Fiscal Year 2022-2023.

LIST OF SUPPORTING DOCUMENTS: 22-23 Contribution History

City of Lockhart
Historical Summary of Contributions to Special Interest Organizations

	FY 19-20	FY 20-21	FY 21-22	2022-23 Request	FY 22-23 Council Allocation	If Council Adds 3% to FY 21-22	If Council Adds 5% to FY 21-22	If Council Adds 10% to FY 21-22
CARTS	6,287.00	6,915.70	7,261.49	6,000.00		7,479.33	7,624.56	7,987.64
Hays-Caldwell Women's Center	4,417.00	4,858.70	5,101.64	7,400.00		5,254.69	5,356.72	5,611.80
Cenikor Foundation	2,548.00	2,802.80	2,942.94	2,000.00		3,031.23	3,090.09	3,237.23
Combined Community Action-Sr. Nutrition	6,910.00	7,601.00	7,981.05	8,000.00		8,220.48	8,380.10	8,779.16
Lockhart Area Senior Citizen Center	3,751.00	4,126.10	4,332.41	4,332.00		4,462.38	4,549.03	4,765.65
CASA of Central Texas, Inc.	3,794.00	4,173.40	4,382.07	12,000.00		4,513.53	4,601.17	4,820.28
Caldwell County Christian Ministries	3,794.00	4,173.40	4,382.07	10,000.00		4,513.53	4,601.17	4,820.28
Totals	\$ 31,501.00	\$ 34,651.10	\$ 36,383.67	\$ 49,732.00	\$ -	\$ 37,475.18	\$ 38,202.85	\$ 40,022.04

\$ -

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: June 21, 2022

AGENDA ITEM CAPTION: Discussion and/or action regarding Professional Service Agreement and Engineering Scope of Work Proposal with TRC Engineers, Inc. for the Lockhart Downtown Revitalization Project and appointing the City Manager to sign the Engineer Services Agreement, if approved.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION: During the May 3, 2022 meeting, Council requested additional information regarding the existing parking configuration downtown and the impact of Option 1B on the parking space count. TRC has prepared exhibits explaining approximate parking space conditions for the project.

On May 3, 2022, Council also approved Downtown Revitalization Option 1B as the selected design for the project and directed staff to come back with a contract for the design and scope of work for the project.

The Downtown Improvements Project Engineering Scope of Work Proposal based on Option 1B includes:

- Review field data and survey the nine block project area to establish boundaries and ROW including title research
- Conduct an extensive drainage study of the project area
- Work within the Texas Historical Commissions guidelines to protect historical features during the project
- Ensure Texas Accessibility Standards are met
- Design water, wastewater and storm drain systems in the project area
- Design traffic control elements
- Design the expansion of approximately 3,900 lf of sidewalks around the Courthouse and Retail Frontages
- Design, planting, irrigation, lighting, and electrical plan
- Provide project deliverable to the City at 30%, 60% and 90% milestones
- Engage in public outreach for the project
- Conduct the bidding for the project
- Assist City staff with inspections on a weekly basis

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PROJECT SCHEDULE (if applicable): Design Proposal Approved by Lockhart City Council-
June 21, 2022

Design- June 21, 2022 to June 21, 2023

Permitting- June 21 to September 21, 2023

Bidding- September 21 to December 21, 2023

Construction- December 21, 2023 to December 31, 2025

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$1,197,393

Account Number: 416-1100-00

Funds Available: \$2,037,472

Account Name: Series 2015 Certificate of Obligation

FISCAL NOTE (if applicable): The Downtown Project was allocated \$4,767,079 from the Series 2015 Certificate of Obligation for capital improvements and engineering.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approving the Professional Service Agreement and Engineering Scope of Work Proposal with TRC Engineers, Inc. for the Lockhart Downtown Revitalization.

LIST OF SUPPORTING DOCUMENTS: Downtown Parking Space Count, TRC Professional Services for Single Project - Lockhart Downtown

DOWNTOWN REVITALIZATION PROJECT

CITY COUNCIL PRESENTATION

JUNE 2022



RIALTO STUDIO
LANDSCAPE ARCHITECTURE

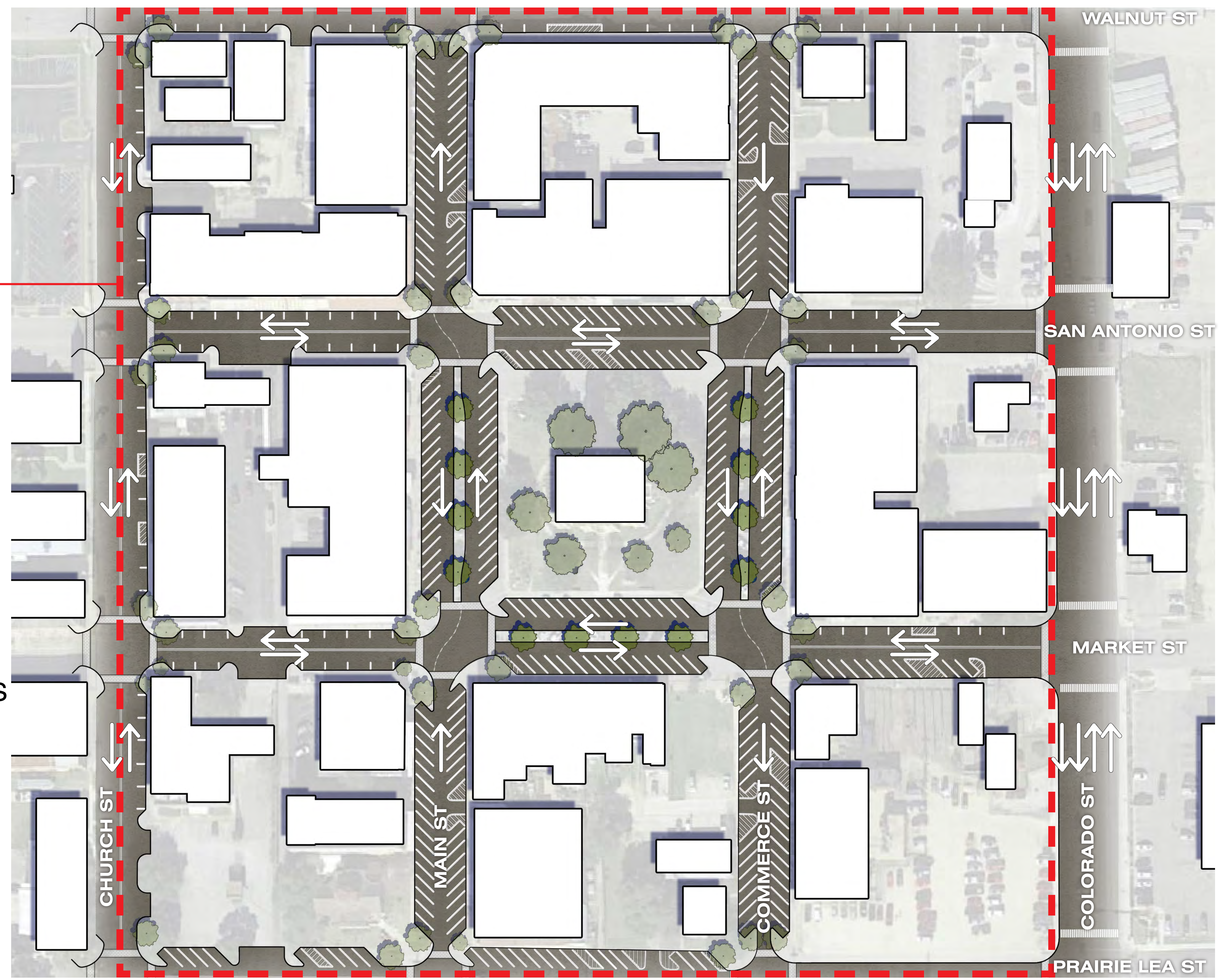


373 EXISTING PARKING SPACES IN 9-BLOCK FOCUS AREA



APPROXIMATELY 376 PROPOSED PARKING SPACES IN 9-BLOCK FOCUS AREA

- ESTIMATED TO GAIN APPROXIMATELY 3 PARKING SPACES OVERALL
 - + APPROXIMATE DUE TO:
 - ON-STREET DUMPSTERS
 - LOADING ZONES
 - DRIVEWAY AND ALLEY ACCESS
 - FIRE HYDRANTS
 - ADA PARKING REQUIREMENT
 - BUSINESS USAGE
- CONVERT APPROXIMATELY 53 PARKING SPACES TO PARALLEL CONFIGURATION, MOSTLY ON WALNUT AND CHURCH STREETS
- STREET DESIGN IMPROVES SAFETY, TRAFFIC FLOW, AND RESULTS IN:
 - + APPROXIMATELY 7 MORE ANGLED PARKING SPACES ON MAIN STREET
 - + APPROXIMATELY 13 MORE ANGLED PARKING SPACES ON COMMERCE STREET



SCHEDULE

DESIGN PROPOSAL APPROVED BY COUNCIL

JUNE 21, 2022

DESIGN

JUNE 21, 2022 TO JUNE 21, 2023

PERMITTING

JUNE 21 TO SEPTEMBER 21, 2023

BIDDING

SEPTEMBER 21 TO DECEMBER 21, 2023

CONSTRUCTION

DECEMBER 21, 2023 TO DECEMBER 31, 2025



RIALTO STUDIO
LANDSCAPE ARCHITECTURE



PROFESSIONAL SERVICES AGREEMENT for a SINGLE PROJECT

This Professional Services Agreement for a Single Project (“**Agreement**”) is made this ____ day of _____, 2022 (“**Effective Date**”) by and between City of Lockhart, P.O. Box 239, Lockhart, Texas 78644, (“**Client**”), and [TRC Engineers, Inc. 505 E. Huntland Drive, Suite 250, Austin, Texas 78752 (“**TRC**”). Sometimes herein Client and TRC are referred to individually as a “**Party**” and collectively as the “**Parties**.”

Whereas, Client desires to contract with TRC to provide professional services on a nonexclusive basis; and

Whereas, TRC is willing to provide professional services on a nonexclusive basis; and

Now Therefore, the Parties understand, acknowledge, and agree that this Agreement will establish the terms and conditions for certain Work specifically identified herein to be performed by TRC.

CONSPICUOUS AND FAIR NOTICE

EACH PARTY REPRESENTS TO THE OTHER THAT (1) IT HAS CONSULTED AN ATTORNEY CONCERNING THIS AGREEMENT OR, IF IT HAS NOT CONSULTED AN ATTORNEY, IT WAS PROVIDED THE OPPORTUNITY AND HAD THE ABILITY TO DO SO, BUT MADE AN INFORMED DECISION NOT TO DO SO, AND (2) IT FULLY UNDERSTANDS ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

ARTICLE 1. WORK, AGREEMENT DOCUMENTS AND PROJECT INFORMATION

- 1.1 Work. TRC will perform the consulting, engineering, and/or other professional services, as set forth in detail in Exhibit A (the “**Work**”).
- 1.2 Agreement Documents. TRC will perform the Work in accordance with the terms, provisions, conditions, and specifications set forth in the following documents, all of which are incorporated herein by this reference, and which together form the Agreement Documents:
 - (a) This Agreement, any purchase order issued by Client incorporating this Agreement, any fully executed amendments, and/or Change Orders;
 - (b) Exhibit A – Project Information, Scope of Work, Contract Price, and Contract Time; and
- 1.3 Interpretation. In the event of any conflict or inconsistency between or among any of the Agreement Documents, the order of precedence is as stated above unless expressly stated otherwise herein. In the event of any conflict or inconsistency between or among the terms or conditions established in a Change Order or amendment and the Agreement, terms of such Change Order or amendment will take precedence over those of the Agreement.
- 1.4 Defined Terms. Some capitalized terms used in the Agreement are defined in Exhibit A. Any term defined in Exhibit A will have the same meaning throughout the Agreement, and any term defined in the Agreement will have the same meaning in any exhibit.

ARTICLE 2. COMPENSATION

- 2.1 Pricing. TRC will bill for its Work on a not to exceed lump sum, as set forth in Exhibit A.
- 2.2 Invoicing. TRC will submit monthly invoices for Work rendered in the prior month.

- (a) Lump Sum. TRC will invoice on the basis of percentage of completion of Work.
 - (b) Disputed Invoices. If Client objects to all or any portion of an invoice, it must notify TRC in writing detailing the nature of the objection within seven (7) days from the date of receipt of the invoice and must pay any undisputed portion of the invoice as provided in Section 2.3 below. The Parties will confer immediately after Client advises of a dispute and the Parties will make every effort to immediately resolve the disputed portion of the invoice. If the Parties fail to reach agreement at the project level on a disputed invoice within thirty (30) days of the date of the invoice, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 2.3 Payment Terms. Except as provided in Section 2.2(c) above, Client must pay all invoices via wire transfer no later than thirty (30) days after the date of the invoice.
- 2.4 Failure to Pay. Interest will accrue on all delinquent payments at the rate of 1.5% per month, or the highest rate permissible under applicable law, whichever is less, starting on the 31st day after the date of an invoice. Additionally, if Client does not pay TRC within forty-five (45) days of the date of an invoice, then, upon seven (7) days' written notice to Client, TRC may suspend performance of the Work and any Deliverables until it receives payment of the amount owing. Additionally, Client will reimburse TRC for all reasonable costs incurred by TRC in collecting any overdue payments and related interest, including, without limitation, reasonable attorneys' fees, other legal costs, court costs, and collection agency fees.
- 2.5 Records/Audit. TRC will keep complete and accurate records in accordance with generally accepted accounting practices with respect to all amounts invoiced by TRC under this Agreement. TRC will keep such records pertaining to each invoice for two (2) years after the date of the invoice. If an audit is commenced within such two (2) year period, Client must provide TRC with advance written notice of the audit, such audit may only be performed during normal business hours, and such audit shall not extend to TRC's overhead, markups, profit/loss information, fixed rates, unit prices, prices expressed as percentages, or any trade secrets.

ARTICLE 3. TIME FOR PERFORMANCE, DELAYS

- 3.1 Time for Performance. TRC will use commercially reasonable efforts to perform the Work within the Contract Time to the extent consistent with the terms of this Agreement, the Standard of Care defined below, and the orderly progress of the Work.
- 3.2 Completion. TRC's Work will be considered complete at the earlier of: (i) the date when TRC's Deliverables are reasonably accepted by Client; or (ii) thirty (30) days after the date when the last of TRC's Deliverables are submitted for final acceptance if Client does not notify TRC in writing within such 30-day period that the Deliverables fail to conform to the requirements of the Agreement.

ARTICLE 4. ADDITIONAL AND CHANGED WORK, DELAYS

- 4.1 Work Added or Changed by Client. No changes or additions shall be made to work descriptions or specifications of Client unless ordered and acknowledged in writing by a properly authorized representative of Client in writing ("**Change Order**"). Client shall provide TRC with an equitable adjustment in compensation and time for performance to the extent they are impacted by the additional or changed Work. TRC shall not commence any changed or additional Work until TRC has advised the Client that such requested Work is not covered by Attachment A, the parties have agreed in writing to the costs associated with TRC's performance of said additional or changed

Work and TRC has received written approval from the Client to proceed with the additional or changed Work.

- 4.2 Force Majeure Events. No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), to the extent such failure or delay is caused by a Force Majeure Event. The term “**Force Majeure Event**” means any event which: (a) is not within the reasonable control of the affected Party; and (b) causes the affected Party to be delayed in performance of, or unable to perform, its obligations under this Agreement. Subject to the foregoing, Force Majeure Events include, but are not limited to: drought; fire; flood; extreme weather conditions; earthquake; lightning; epidemic; war (whether declared or undeclared); acts of terrorism, or damage resulting therefrom; acts of God or the public enemy; explosion; rebellion; riot; civil disturbance; sabotage; vandalism; actions of third parties; actions of a court or other governmental entity; actions of, or failure to act by, regulatory agencies; any change in law applicable to this Agreement; strikes or other concerted acts of workers; accidents in shipping or transportation; and the closing or congestion (beyond reasonably foreseeable levels) in any harbor, dock, port, canal, or other adjunct of the shipping or navigation of or within any place. The Party affected by a Force Majeure Event: (i) must promptly notify the other Party by email; (ii) is relieved from fulfilling its contractual obligations during the continuance of the Force Majeure Event to the extent the inability to perform is caused by the Force Majeure Event; (iii) as soon as reasonably possible after the Force Majeure, must fulfill or resume fulfilling its obligations hereunder; (iv) must promptly notify the other Party by email of the cessation or partial cessation of the Force Majeure Event; and (v) will be entitled to equitable compensation and an equitable adjustment of the Contract Time to neutralize the effect of the Force Majeure Event. Within a reasonable time after cessation of the Force Majeure Event, any Party claiming additional time and/or compensation must provide the other Party with supporting information to substantiate its position. If the Parties fail to reach agreement at the project level on an amendment or a Change Order within thirty (30) days’ of the submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 4.3 Impacts to the Work. TRC will be entitled to equitable compensation for, and an equitable adjustment of the Contract Time to the extent impacted by, any additional or changed Work as a result of any actions or circumstances not the fault of TRC which impact the Work, including, but not limited to: a failure of Client to perform or cause performance of its obligations in accordance with the Agreement, including, but not limited to, failure to provide necessary access or Information; failure to provide necessary comments in connection with the development of any Deliverables; interference with or delay of any Work caused by Client, or other party for whom Client is responsible; any error, omission, or ambiguity in Information; changes in site conditions; and delays in obtaining, or the absence, suspension, termination, or failure of renewal of, any permit, license, or governmental authorization.
- 4.4 TRC Change Order Requests. Whenever TRC discovers an event or a condition has impacted its Work so as to constitute a basis for a change in compensation or schedule, TRC will notify Client by email promptly after discovery of the event or condition, advising Client of the nature of the impact and requesting a Change Order. Within a reasonable time thereafter, TRC will provide Client supporting information to substantiate TRC’s position. If the Parties fail to reach agreement at the project level on a Change Order request within thirty (30) days’ of TRC’s submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.

- 4.5 Delays by TRC. If the Work is not progressing in accordance with the project schedule due to TRC's fault, TRC will take appropriate corrective measures at TRC's expense, which may include working overtime or adding staff, to the extent the delays are caused by TRC's fault.

ARTICLE 5. CLIENT'S RESPONSIBILITIES

- 5.1 Client Information. Client will furnish to TRC all existing studies, reports, surveys, inspections, Project Site evaluations, data, and other information available or that becomes available to Client and pertinent to TRC's performance of the Work ("**Information**"), authorize TRC to obtain additional Information as required; and furnish the services of others where necessary for the performance of the Work. TRC will be entitled to use and rely on the completeness and accuracy of all such Information.
- 5.2 Access. Where necessary for performance of the Work, Client will arrange for TRC access to any site or property.
- 5.3 Subsurface Investigations. If the Work involves subsurface investigation, excavation, or drilling, Client must provide TRC with assistance in locating underground structures or utilities in the vicinity of any such activities. If despite commercially appropriate practices neither Client nor TRC can confirm the location, Client agrees that TRC is not responsible for any costs associated with, and accepts all liability and costs associated with, the repair, replacement, or restoration of any damage caused by the performance of the Work.
- 5.4 Communication. Client will designate an authorized representative to be responsible for communications and consultation with TRC, and who will have the authority to make decisions necessary for TRC to perform its Work.

ARTICLE 6. TRC'S OBLIGATIONS AND WARRANTY

- 6.1 Standard of Care. TRC will perform the Work consistent with the professional skill and care ordinarily provided by the same type of professional, for a project of similar size, scope, and complexity during the time which the Work is provided, and in a similar locality, under similar circumstances ("**Standard of Care**").
- 6.2 Warranty for Materials. In the event TRC procures Materials pursuant to this Agreement, TRC warrants to Client that the Materials will be new and free of defects in workmanship ("**Warranty**").
- 6.3 Remedies. If TRC's Work fails to meet the Standard of Care ("**Nonconforming Work**"), or if any Materials fail to meet the Warranty ("**Defective Materials**"), and if Client provides written notice to TRC of such failure no later than one (1) year after completion of the Work ("**Correction Period**"), at TRC's option TRC will within a reasonable time after receipt of written notice: (a) re-perform the Non-conforming Work; (b) repair or replace the Defective Materials; or (c) refund the amount of compensation paid to TRC for such Non-conforming Work and/or Defective Materials. In no event will TRC be required to bear the cost of gaining access in order to perform its obligations under this Section 6.3.
- 6.4 Warranty Limitation. THE STANDARD OF CARE IS NOT A WARRANTY OR GUARANTEE, AND TRC HAS NO SUCH OBLIGATION, EXPRESS OR IMPLIED, WITH RESPECT TO PROFESSIONAL SERVICES. NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO REQUIRE TRC TO PERFORM PROFESSIONAL SERVICES TO ANY HIGHER STANDARD OR HAVE ANY OBLIGATION IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN EXCESS OF WHAT IS REQUIRED BY THE STANDARD OF CARE, AND

THIS SECTION WILL CONTROL OVER ANY CONTRARY PROVISION. OTHER THAN THE EXPRESS WARRANTIES CONTAINED HEREIN, TRC DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. SUBJECT TO TRC'S LIABILITY UNDER SECTION 9.2, CLIENT'S EXCLUSIVE REMEDIES AND TRC'S ONLY OBLIGATIONS ARISING OUT OF A CLAIM FOR NONCONFORMING WORK OR DEFECTIVE MATERIALS FOLLOWING SUBSTANTIAL COMPLETION OF THE WORK WILL BE THOSE STATED IN THIS ARTICLE 6.

- 6.5 Licenses. TRC will obtain in TRC's name the known licenses, permits, or other approvals from any governmental agency or regulatory body that are necessary for TRC to perform the Work.
- 6.6 Resources. TRC will obtain all tools, equipment, materials, software, and licenses that are necessary for TRC to perform the Work.
- 6.7 Employees. TRC will employ, discharge, pay, control, and direct its employees. TRC will employ only skilled professionals for Work requiring special qualifications.
- 6.8 Inspections. If the Work includes inspections during or after construction based upon TRC-prepared drawings or specifications, TRC will, consistent with the Standard of Care, inspect to determine in general if the construction work conforms to the requirements of the drawings or specifications, but the sole responsibility for compliance with drawings and specifications will be with the entity performing the construction.
- 6.9 Communication. TRC will designate an authorized representative to be responsible for communications and consultation with Client, and who will have the authority to make decisions necessary for TRC to perform its Work. TRC will advise Client at regular intervals of the status of the Work.

ARTICLE 7. CONFIDENTIALITY

- 7.1 Confidentiality Agreement. Except as otherwise required by the Texas Public Information Act, each Party agrees it will treat as confidential and not disclose Confidential Information to any third parties. The term "**Confidential Information**" includes: (i) all information, materials, or products developed pursuant to this Agreement; and (ii) information about a Party's business affairs, employees, finances, services, intellectual property, trade secrets, and other sensitive, marketing or proprietary information, whether orally or in written, electronic, or other form or media. The Party receiving Confidential Information is not permitted to reveal such Confidential Information to any third party without written consent from an authorized representative of the Party disclosing the Confidential Information.
- 7.2 Remedy. The Parties agree that the actual or threatened disclosure or use of any Confidential Information will cause irreparable harm to the disclosing Party, and that the disclosing Party will be entitled, without prejudice or limit to any other remedy, to obtain injunctive relief to prevent such unauthorized use or disclosure.
- 7.3 Communications with Third Parties. To the extent the Work requires TRC to communicate with any third party including, but not limited to, owners of the Project Site or other locations, former employees, current employees, or government authorities, TRC shall so inform Client. For all such communications, Client releases TRC from claims of breach of confidentiality, waiver of privilege, or otherwise associated with any such communications.

ARTICLE 8. INSURANCE

- 8.1 Required Insurance Coverage. TRC will obtain and maintain insurance of the types and amounts set forth herein. All insurance, except Worker's Compensation/Employer's Liability and Professional Liability Insurance, shall name the Client as an additional insured. The insurance will be in effect before Work commences and will remain in effect until completion of the Work. TRC will require any subcontractors to obtain and maintain coverages appropriate to their scope of work. TRC will have the following insurance coverage:
- (a) Worker's Compensation Insurance and Employer's Liability Insurance as required by the law of the state in which the Project is located, but Employer's Liability coverage will be in the amount of \$1,000,000 each accident;
 - (c) Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident;
 - (d) Commercial General Liability Insurance in the amount of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate; and,
 - (e) Professional Liability Insurance in the amount of \$1,000,000 each claim and \$2,000,000 annual aggregate.
- 8.2 Certificates of Insurance. Prior to commencing Work, TRC will furnish Client with certificate(s) of insurance evidencing compliance with the insurance requirements herein. Renewal certificates will be provided to Client upon the expiration of any required insurance policies. No policy will be cancelled or not renewed without thirty (30) days' prior written notice to Client.

ARTICLE 9. INDEMNITY

- 9.1 Definitions.
- (a) **"TRC Group"** means TRC and its subcontractors of all tiers, and each of their parent, subsidiary, and affiliated companies, and all of their officers, directors, and employees.
 - (b) **"Client Group"** means Client and its parent, subsidiary and affiliated companies, and all of their officers, directors, representatives and employees.
 - (c) **"Losses"** means any and all damages, costs, or expenses, including, but not limited to, reasonable attorneys' fees, expert fees, and expenses and costs of litigation.
 - (d) **"Claims"** means all third-party claims, lawsuits, demands, or actions.
- 9.2 TRC'S INDEMNITY OBLIGATIONS.
- (a) **TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM ANY AND ALL LOSSES ARISING OUT OF CLAIMS TO THE EXTENT SUCH CLAIMS ARE CAUSED BY TRC'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS IN THE PERFORMANCE OF ITS PROFESSIONAL SERVICES UNDER THIS AGREEMENT.**
 - (b) **WITH THE EXCEPTION OF CLAIMS ARISING UNDER SECTION 9.2(a), TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM LOSSES, AND WILL DEFEND CLIENT GROUP**

FROM CLAIMS, DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TRC IN THE PERFORMANCE OF ITS WORK.

- 9.3 **CLIENT'S INDEMNITY OBLIGATIONS.** CLIENT WILL, TO THE EXTENT ALLOWED BY LAW, INDEMNIFY AND HOLD HARMLESS TRC GROUP FROM LOSSES ARISING OUT OF CLAIMS DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CLIENT IN THE PERFORMANCE OF THIS AGREEMENT. ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE EVENT TRC PERFORMS INTRUSIVE GROUND EXPLORATIONS OR INVESTIGATIONS, INCLUDING BUT NOT LIMITED TO, EXCAVATION, DRILLING, BORING, OR PROBING ("SUBSURFACE INVESTIGATION") AS PART OF THE WORK, CLIENT WILL, TO THE EXTENT ALLOWED BY LAW, INDEMNIFY TRC GROUP FROM AND AGAINST LOSSES RESULTING FROM, OR ARISING OUT OF, CLAIMS FOR DAMAGES TO SUBSURFACE OR UNDERGROUND UTILITIES OR STRUCTURES, INCLUDING BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, WATER, OR SEWER UTILITIES, WHOSE LOCATIONS WERE NOT DESIGNATED OR IDENTIFIED TO TRC PRIOR TO THE COMMENCEMENT OF ANY SUBSURFACE INVESTIGATION.
- 9.4 **RISK OF LOSS TO THE WORK.** ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IT IS UNDERSTOOD AND AGREED THAT CLIENT BEARS ALL RISK OF LOSS OF OR DAMAGE TO THE WORK AND THE FACILITIES WHICH ARE THE SUBJECT OF THE WORK INCLUDING ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, AND CLIENT HEREBY, TO THE EXTENT ALLOWED BY LAW, RELEASES AND SHALL DEFEND, INDEMNIFY, AND HOLD TRC INDEMNITEES HARMLESS FROM ANY SUCH LOSS OR DAMAGE, HOWEVER SUCH LOSS OR DAMAGE SHALL OCCUR.
- 9.5 **CONDITIONS PRECEDENT.** EACH PARTY AGREES THAT AS A CONDITION PRECEDENT TO ITS OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS, THE INDEMNIFIED PARTY MUST GIVE PROMPT WRITTEN NOTICE TO THE INDEMNIFYING PARTY OF ANY CLAIM COVERED BY ARTICLES 9 OR 10, OR ANY OTHER INDEMNIFICATION CLAUSE IN THIS AGREEMENT.

WHERE LIABILITY IS ATTRIBUTABLE TO THE JOINT NEGLIGENCE OR FAULT OF TRC AND CLIENT OR ANY CLIENT INDEMNITEE, TRC'S DUTY OF INDEMNIFICATION SHALL BE LIMITED TO TRC'S OR TRC'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS ALLOCABLE SHARE OF JOINT NEGLIGENCE OR FAULT. HOWEVER, NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY HEREIN, TRC'S INDEMNITY OBLIGATIONS ARE LIMITED TO THAT PROPORTIONATE PERCENTAGE OF FAULT OF THE CLAIMS OR DAMAGES THAT DIRECTLY ARISE FROM TRC'S ACTIONS OR INACTIONS, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF LAW OR FINAL RESOLUTION BY AN ARBITRATOR OR PANEL OF ARBITRATORS OR BY AGREEMENT BETWEEN THE PARTIES. TRC'S INDEMNITY OBLIGATIONS UNDER THIS SECTION SHALL NOT INCLUDE AN OBLIGATION FOR TRC TO INDEMNIFY AND DEFEND CLIENT OR ANY CLIENT INDEMNITEE FOR CLIENT'S OR ANY CLIENT INDEMNITEE'S NEGLIGENT ACTS AND FAULT.

ARTICLE 10. HAZARDOUS SUBSTANCES AND POLLUTION

- 10.1 **Pre-existing Conditions.** Client and TRC acknowledge that, prior to the start of this Agreement, TRC has not generated, handled, stored, treated, transported, disposed of, or in any way taken responsibility for any toxic or hazardous substance, including any contaminated soils, wastes, or substances, as defined by law ("**Hazardous Substances**") at the Project Site. Any Hazardous Substances originating with or generated by Client, or any pre-existing Hazardous Substances which are in, on, under, or migrating from the Project Site, or any Hazardous Substances introduced to the Project Site by any party other than TRC Group (collectively, "**Non-TRC Hazardous**

Substances”), shall, as between TRC and Client, remain the sole and exclusive property of Client, it being the intention of the Parties that Client be solely responsible for such Non-TRC Hazardous Substances and shall be regarded as the owner and generator of all such Non-TRC Hazardous Substances for all purposes.

- 10.2 **Hazardous Substances Encountered During the Work; Disposition of Samples.** Client recognizes that, when it is known, assumed, or suspected that Hazardous Substances exist on or beneath the surface of the site of the Work, or within any structure thereon, certain sampling materials such as drill cuttings and drill fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly, when TRC encounters Hazardous Substances during performance of the Work, such as when sampling is included in the scope of Work, and when determined by TRC in its sole and exclusive judgment to be necessary based on TRC’s assessment of the degree of contamination, hazard, and risk, TRC will: promptly inform Client that containerization and labeling will be performed; will appropriately contain and label such materials; and will leave the containers on the Project Site for proper, lawful removal, transport, and disposal by Client. All samples of soil, groundwater, waste, rock, or other materials collected from the site will remain the property of Client and will be returned to Client by TRC within thirty (30) days after submission of TRC’s report, unless applicable law requires the retention or other disposition of such samples. All costs associated with the disposition or returning of samples will be charged to Client. TRC will not sign any hazardous waste manifests or bills of lading, and all such manifests and generator numbers will be in the name of, and signed by, Client. Nothing contained in this Agreement will be construed or interpreted as requiring TRC, its officers, agents, servants, or employees to assume the status of a generator, storer, treater, transporter, disposer of hazardous substances, arranger for disposal of hazardous substances, or disposal facility as those terms appear within the Resource Conservation Recovery Act, 42 USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the treatment, storage, transportation or disposal of waste.
- 10.3 **TRC INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, TRC SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS, ALL MEMBERS OF CLIENT GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO ANY HAZARDOUS SUBSTANCES BROUGHT TO OR RELEASED AT THE PROJECT SITE BY TRC Group.
- 10.4 **CLIENT INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO THE PRESENCE AT THE PROJECT SITE OF NON-TRC HAZARDOUS SUBSTANCES. CLIENT SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS ALL MEMBERS OF TRC GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO ANY NON-TRC HAZARDOUS SUBSTANCES DISCOVERED AT, BROUGHT TO, OR RELEASED AT THE PROJECT SITE, OR LEFT ON THE PROJECT SITE AFTER CONTAINERIZATION BY TRC.

ARTICLE 11. ALLOCATION OF RISK

- 11.1 **Client’s Separate Contractors.** The Parties expressly acknowledge and agree that unless otherwise expressly provided for in Exhibit A, during the performance of the Work TRC shall not (a) supervise, direct or control Client’s other contractors or subcontractors at any tier; (b) have authority over or responsibility for the means, methods, techniques or sequences of work performed by such other contractors or subcontractors; (c) be responsible for job site safety or enforcement of

federal, state, local or other safety requirements in connection with the work performed by such other contractors or subcontractors; (d) be responsible for inspecting equipment or tools used by such other contractors or subcontractors; (e) be liable for any failure of such other contractors or subcontractors to comply with applicable laws, rules, regulations, ordinances, codes, permit stipulations, or orders; or (f) be liable for the acts or omissions of such other contractors or subcontractors including their failure to perform in accordance with their contractual responsibilities.

- 11.2 Mutual Waiver of Consequential Damages. Notwithstanding anything to the contrary in this Agreement, TRC and Client waive any and all claims against each other, and under no circumstances shall either Party be liable to the other, for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages, and regardless of whether a Party's claim against the other Party is based in contract (including contract termination), indemnity, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes, but is not limited to, rental expenses, loss of use, loss of production, loss of income, loss of profit (except profit arising directly from the Services), loss of financing, loss of business, and loss of reputation.
- 11.3 Limit of Liability. To the fullest extent permitted by law, the total liability in the aggregate of TRC and its employees, subcontractors, or suppliers to Client and anyone claiming by, through or under Client, on all claims of any kind arising out of or in any way related to TRC's Work, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability, indemnity, or breach of contract, will not exceed one hundred percent (100%) of the compensation received by TRC under this Agreement, unless such claim is covered by insurance and in such case shall be the limit of the insurance coverage up to the specific limits set forth in this Agreement . All such liability will terminate upon the expiration of the Correction Period specified in Section 6.3. THIS SECTION SETS FORTH TRC'S SOLE LIABILITY AND ENTIRE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY FOR ANY ACTION BROUGHT AGAINST TRC.

ARTICLE 12. DELIVERABLES

- 12.1 Ownership of Deliverables. All Deliverables are instruments of service in respect of the Project, and, if delivered to Client during the term of this Agreement, will become the property of Client upon payment therefor. Notwithstanding the foregoing, Client's ownership of the Deliverables will not include any ownership interest in TRC's preexisting information including, but not limited to, computer programs, software, patents, patents pending, standard details, templates, figures or specifications, or TRC's seal, stamp, or certification. Furthermore, Client understands and agrees that TRC is a developer of computer software and that TRC may use its own proprietary software, as well as others properly licensed to TRC, in the performance of the Work, and may develop other proprietary software during the course of performing the Work, which may include preliminary database formats and spreadsheets as well as programming procedures and code. Client understands and agrees that all such programs, efforts, and materials are and will be the exclusive property of TRC (and/or third parties). Additionally, except for the Deliverables, all field data and notes, laboratory test data, calculations, estimates, and other documents prepared by TRC will remain the property of TRC.
- 12.2 Ownership and Use of Deliverables. Contractor agrees that items such as plans, drawings, photos, designs, studies, specifications, data, computer programs, schedules, technical reports, or other work products which is/are specified to be delivered under this Agreement, and which is/are to be paid for by the City, upon all payments due under this Agreement, is/are subject to the rights of the

City in effect on the date of execution of this Agreement. Subject to the last sentence in this section and exceptions stated herein, these rights include the right to use, duplicate and disclose such items, in whole or in part, in any manner and for whatever purpose; and, to have others do so; provided, however, that any use on any project other than this Project, or any duplication or disclosure, shall be at the City's risk and without liability or legal exposure to TRC. If an item produced by Contractor is copyrightable, Contractor may copyright it, subject to the rights of the City as set forth in this Section 12.2. The City reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, modify and use such items and to authorize others to do so; provided, however, that any use on any project other than this Project, or any such reproduction, publishing, or modification, shall be at the City's risk and without liability or legal exposure to TRC. Contractor shall mark all confidential or proprietary information as such prior to furnishing it to the City. Notwithstanding anything to the contrary contained herein, the City agrees that all rights and licenses afforded to the City in this section are limited to the use by the City exclusively for the City and not commercially or with an intent to profit from such information, and the City agrees to keep such information confidential from all parties not directly involved in the permitted use of such information unless required to release the information pursuant to the Texas Public Information Act, Chapter 552, Texas Government Code.

- 12.3 Unauthorized Use of Deliverables. Client is prohibited from providing examples of TRC's Work to any individual or entity known by, or that reasonably should be known by Client, to be a competitor of TRC for the purpose of reducing or eliminating the Work associated with this Agreement. Furthermore, Client is prohibited from providing any statistical sampling information on assessment issues, including but not limited to statistical sampling information on production rates, remedy rates, numbers of pole change outs, types of violations, etc., that is provided to Client by TRC, all of which must be treated by Client as Confidential Information. In the event any Deliverables are utilized or disclosed by Client in any manner outside the scope of, or prohibited by, this Agreement, TRC reserves the right to notify directly any third party of the limitations of its unauthorized use of the Deliverables. Client expressly acknowledges that this reservation by TRC is necessary to protect and preserve TRC's professional reputation with respect to its work product.

ARTICLE 13. SAFETY

- 13.1 Client's Safety Requirements. Client must inform TRC of any written safety procedures and regulations applicable to the Project Site known to Client, as well as any special safety concerns or dangerous conditions at the Project Site. TRC and its employees will adhere to the written safety procedures and regulations provided by Client.
- 13.2 Project Site Safety. TRC commits to providing a safe and healthy work environment for its personnel and will require the same of its subcontractors. TRC shall be responsible for the health and safety of its employees and be responsible for its activities, and shall at all times conduct its operations under this Agreement in a manner to avoid risk of endangerment to the health and safety of persons and property. Unless expressly included in the scope of Work, TRC will not have any responsibility for overall job safety for the Project or at the Project Site. If TRC determines that its field personnel are unable to access required locations or perform required Work in conformance with applicable safety standards, TRC may suspend performance until its personnel can safely perform their work. TRC will promptly provide Client with written notice of the location and nature of the unsafe conditions. If Client fails to provide safe access within a reasonable time, TRC may terminate or suspend its performance in accordance with Article 14.
- 13.3 Reporting of Incidents. In the event TRC is involved in any loss, injury, or damage on Client's premises, or if such injury, loss or damage involves property, equipment, or personnel of Client, or if such accident involves any third party in any manner whatsoever while TRC is performing any

duties within the scope of this Agreement, TRC will promptly report such injury, loss, or damage to the attention of Client's designated representative. If the matter involves loss of life, serious injury, or substantial property loss or damage, this report will be made by telephone call, followed immediately by a report in writing sent via email. If the matter is of a less serious nature, notification may be made by email or by letter posted in regular United States mail. All injuries, loss or damage must be reported. The reporting of any such matter will not imply any admission of liability on the part of TRC.

ARTICLE 14. TERMINATION AND SUSPENSION

- 14.1 Termination for Default. In the event of a material breach of this Agreement by either Party, the nonbreaching Party may give written notice to the breaching Party of the nature of the default and demand for cure. If the breaching Party fails to cure or materially commence to cure within ten (10) calendar days from receipt of the default notice, the non-breaching Party may provide a written notice of termination of the Agreement to the breaching Party.
- 14.2 Termination or Suspension for Convenience. Either Party may terminate or suspend this Agreement, in whole or in part by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination.
- 14.3 Termination for Insolvency. Either Party has the right to immediately terminate the Agreement, by providing written notice to the other Party, in the event that (a) the other Party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (b) a substantial part of the other Party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.
- 14.4 Payments Due Post-Termination. TRC will be entitled to receive payment for all Work performed prior to the effective date of the suspension or termination, plus all reasonable costs associated with the suspension or termination, including, but not limited to, demobilization costs, re-stocking fees, cancellation fees, and costs incurred with respect to non-cancellable commitments. If the suspension or termination is the result of TRC's breach, prior to paying TRC, Client will be entitled to offset its reasonable, direct, documented losses to the extent caused by TRC's breach.

ARTICLE 15. DISPUTE RESOLUTION

- 15.1 Negotiation by Executives. The Parties will attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to the project or the Agreement or the breach thereof ("**Dispute**") promptly by negotiation. When either Party determines it has exhausted its efforts to resolve a Dispute at the Project level, that Party may provide written notice to the other Party of the Dispute. Within 15 days after the date of such notice, executives of both Parties who have authority to agree to a settlement of the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement will meet at a mutually acceptable time and place (or, otherwise, at the Project Site), and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this subsection are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Parties do not resolve the Dispute within sixty (60) days of a Party notifying the other of the Dispute, unless extended by mutual agreement, either Party may commence litigation.
- 15.2 Governing Law, Jurisdiction, Venue. Unless otherwise required by law, this Agreement, and any act or transactions to which they will apply, or which are contemplated hereby or hereunder, will

be governed by, and construed and interpreted in accordance with, the laws of the State of Texas without regard to choice of law or conflicts of law principles. This choice of law expressly includes the applicable statutes of limitation. Venue for all actions under the Agreement will be in Caldwell County, Texas.

- 15.3 Prevailing Party. In the event of any binding dispute resolution proceeding, declaratory or otherwise, brought by a Party arising out of or relating to this Agreement, including but not limited to any breach or default of the Agreement, the prevailing Party will be entitled to recover from the other Party any and all expenses of litigation, court costs, expert and consultant fees, employee time and expenses, and reasonable attorneys' and other legal fees associated with such proceedings (collectively, "**Litigation Expenses**"), accruing as of commencement of the proceeding and including execution and collection of any award or judgment. Notwithstanding the foregoing, if a written offer of compromise is made by either Party that is not accepted by the other Party within thirty (30) days after receipt and the Party not accepting such offer fails to obtain a more favorable judgment or award, the non-accepting Party will not be entitled to recover its Litigation Expenses (even if it is the prevailing Party) and will be obligated to pay the Litigation Expenses of the offering Party.

ARTICLE 16. MISCELLANEOUS

- 16.1 Independent Contractor and Waiver of Benefits. TRC is an independent contractor and will not be regarded as an employee or agent of Client. TRC agrees that it will not receive, and is not eligible to participate in, any employee benefit plan, insurance program, disability plan, medical benefits plan, or any other fringe benefit program sponsored and maintained by Client for its regular active employees and Client hereby waives any rights or claims related thereto.
- 16.2 Compliance with Laws. TRC will observe all applicable provisions of the federal, state, and local laws and regulations, including those relating to equal opportunity employment.
- 16.3 Severability. If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement will remain in full force and effect, and will in no way be affected, impaired, or invalidated thereby.
- 16.4 Waiver. Any waiver by either Party or any provision or condition of this Agreement will not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition unless such waiver is so expressed in writing and signed by the waiving Party.
- 16.5 Assignment. Neither Party will assign or transfer this Agreement without the prior written consent of the other Party. Moreover, as a condition of any such written consent, such assignment will be subject to the terms and conditions herein and no greater rights or remedies will be available to the assignee. In the event of an assignment by Client, Client will provide TRC with the information necessary for notices and invoicing (as applicable) prior to the effective date of the assignment. Client hereby agrees that TRC may subcontract and/or assign some or all of the Work to one or more of its corporate affiliates to the extent necessary to provide sufficient staffing and/or to comply with applicable insurance or professional licensing requirements.
- 16.6 Captions. The captions of the articles and sections in this Agreement are intended solely for the convenience of reference and will not define, limit, or affect in any way the provisions, terms, and conditions hereof or their interpretation.

- 16.7 Integration. This Agreement represents the entire understanding and agreement between the Parties and supersedes any and all prior or contemporaneous agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both Parties.
- 16.8 Amendments. This Agreement may be modified only by a Change Order, or an amendment executed in writing by a duly authorized representative for each Party.
- 16.9 No Third Party Beneficiaries. Except as otherwise specifically provided for herein, this Agreement shall not be construed to confer any benefit on any third party not a Party to this Agreement, nor shall it provide any rights to such third party to enforce its provisions. Notwithstanding the foregoing, all liability-limiting provisions of this Agreement shall extend and inure to the benefit of all members of TRC.
- 16.10 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties and, in any event, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.
- 16.11 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the Client does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the Client waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the Client under Section 271.151 et seq. of the Texas Local Government Code.
- 16.12 Signatures. This Agreement, any amendment, and any Change Order may be executed in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A copy of this Agreement and any subsequent modifications signed electronically and/or delivered by e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original manually signed copy. Each person executing this Agreement warrants that he/she is authorized to do so on behalf of the Party for whom he/she signs this Agreement.
- 16.13 Notices. Any notice permitted to be given by email shall be sent to the below representative. Any other notice required to be given pursuant to this Agreement must be in writing and sent by overnight delivery via USPS or a nationally recognized courier and delivered to the address set forth in the first paragraph above to the attention of the representative below:

If to TRC, send to the attention of:

William Wachel, PE
wwachel@trccompanies.com

If to Client, send to the attention of:

Steven Lewis, City Manager
slewis@lockhart-tx.org

Any notice so given will be deemed effective upon receipt. Either Party may change its representative or address effective ten (10) days after written notice thereof to the other Party.

16.14 Statutory Terms Applicable To Political Subdivisions. As required by Chapter 2270, Texas Government Code, TRC hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

16.15 Iran, Sudan and Foreign Terrorist Organizations. TRC represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes TRC and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. TRC understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with TRC and exists to make a profit.

16.16. Form 1295. Submitted herewith is a completed Form 1295 in connection with TRC’s participation in the execution of this Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The Client hereby confirms receipt of the Form 1295 from TRC, and the Client agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. TRC and the Client understand and agree that, with the exception of information identifying the Client and the contract identification number, neither the Client nor its employees or representatives are responsible for the information contained in Form 1295; that the information contained in the Form 1295 has been provided solely by TRC and the Client has not verified such information.

16.17. Boycotts.

(a) TRC hereby verifies that they and their parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Client to comply with Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

(b) TRC hereby verifies that they and their parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the Client to comply with Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, 'discriminate against a firearm entity or firearm trade association' (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth in this Agreement.

CITY OF LOCKHART

TRC ENGINEERS, INC.

By

Lew White
Mayor

By

K. Beau Perry, PE
Vice President

EXHIBIT A
PROJECT INFORMATION, SCOPE OF WORK, CONTRACT PRICE, CONTRACT TIME

TRC will perform the Work described below.

1. Name of the project (“Project”): Lockhart Downtown Revitalization Project
2. Owner (if different from Client):
3. Location of the Project (“Project Site”): Lockhart, TX
4. Scope of work required to be performed by TRC (“Work”) is attached to Exhibit A
5. Any work product to be submitted by TRC, such as drawings, plans, specifications, reports, or other information (“Deliverables”): TRC will provide a final set of construction documents for bidding of the Project and at interim project design milestones in the attachment to Exhibit A.
6. Commencement Date: June 21, 2022
7. The time for completing the Work (duration or completion date) (“Contract Time”): December 31, 2025
8. The Work will be performed for the following price (“Contract Price”):

On a lump sum not to exceed basis for the following amount: \$ 1,197,393.00
9. The name of Client’s representative: Steven Lewis, City Manager
10. The name of TRC’s representative: William Wachel, PE, Deputy Director
11. Client’s billing address: City of Lockhart, P.O. Box 239, Lockhart, Texas 78644,
12. Any other clarifications, information, or requirements applicable to the Work:



505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

June 21, 2022

Mr. Steven Lewis, City Manager
City of Lockhart
308 W. San Antonio Street
Lockhart, Texas 78644

**RE: City of Lockhart Downtown Improvements Project
Engineering Services Scope of Work Proposal**

Dear Mr. Lewis:

TRC Engineers, Inc. (TRC) has prepared this Proposed Engineering Scope of Work (SOW) for professional engineering services for the Lockhart Downtown Revitalization Project (Project) which includes improvements in a nine square block area centered around the Lockhart Courthouse for the City of Lockhart (City). The project area is in downtown Lockhart between Walnut Street to Prairie Lea Street and from Church Street to Colorado Street. (See Exhibit 1)

TRC will perform the following Scope of Work:

SCOPE OF WORK

A. Engineering Drainage Study

1. Review existing field data, topography, and drainage analyses to confirm drainage areas and determine runoff flows based on the City of Lockhart Code of Ordinances and Construction Standards.
2. Size storm sewer mains and inlets within the limits of work to convey runoff flows based on the City of Lockhart Code of Ordinances and Construction Standards.
3. Prepare a report with detailed analyses of the above hydrology, and hydraulic calculations including exhibits, maps, and diagrams.

B. Survey

1. Boundary/ROW Survey
 - a. Will provide field work for establishing the right-of-way (ROW) and boundary from Walnut Street to the north to Prairie Lea Street to the south, and from Church Street to the west and Colorado Street to the east.
 - b. Will produce a drawing of above referenced project limits and a .CSV of monumentation and boundary shots.
 - c. Title research for various tracts (Land/ROW record, deeds, and plats) to establish right-of-way widths within Project area.
 - d. Boundary/ROW deliverable will be a point file of boundary points in CSV file format and an AutoCAD Civil3D .dwg file containing property master and field located boundary corners.

2. Topographic Survey

- a. The survey will be performed on the ground utilizing a combination of GPS with traditional field observation methods to locate found visible features, both horizontally and vertically, including existing on-site structures, drainage features, adjacent and onsite sidewalks, steps, curb lines, pavement, alley ways, roadway paint striping, driveways, fences, and visible above-ground utility appurtenances within the survey limits. This will be performed in accordance with SUE Quality Level C Standards per ASCE 38-02.
- b. The survey will obtain topographic field elevations throughout the project site at 50-foot station intervals for use in developing a digital terrain model.
- c. Flowline elevations of found storm water and sanitary sewer manhole inlet structures immediately adjoining the site will be identified.
- d. The survey will field locate trees within the Project area. Trees will be shown on the survey noting trunk diameter, species, and canopy size.
- e. Survey deliverable will be an AutoCAD .dwg file showing topographic points, features and 1 ft contours, accompanied by a points file in .CSV format and digital terrain model in .XML format.

C. Geotechnical

1. TRC proposes a total of two (2) test borings drilled along Main Street to the north of San Antonio Street and to the south of Market Street, to a depth of 10 ft below existing ground surface (bgs) each. Drilling and sampling will be in accordance with ASTM D 1586. Soil sampling will be conducted continuously for the entire depth of the boring or auger refusal (hard rock), whichever is encountered first. It is assumed that Shelby tubes will not be required.
2. The proposed scope does not include evaluations of existing pavement layer or composition. However, the logs of borings will include measured thicknesses of asphalt pavement and base layers
3. The proposed test borings will be drilled by a local drilling subcontractor under the direction of TRC's geotechnical engineering staff. All field work will be conducted using truck-mounted drilling equipment. Drilling with minimum disturbance can be performed within either side of the S. Main Street (within the side parking spaces). We assume that all test boring locations are open and accessible to standard truck-mounted drilling equipment. The City shall arrange for any necessary access and approvals required for the drill crew to work on the Project during normal daytime working hours (estimated within 8 hours for one day) without any interruptions. We estimate a workspace equivalent to 4 parking spaces to be needed at each of the drilling locations. These areas shall be cleared (not allowed for parking) by the City within the day of day of drilling. The required workspace which will be selected on either side of the road will have to be closed in advance during the nighttime prior to the day of drilling or the very early morning of the drilling day. The drilling subcontractor will provide maintenance of traffic, such as cones and signs around the work area, during the drilling – it is assumed that full-time flaggers will not be necessary.

4. TRC will mark-out the test boring locations in the field using existing features (e.g., existing buildings, edge of pavement, intersections, parking spaces, etc.) as a reference or a handheld GPS unit, based on the most current plans provided. The Texas811 One-Call utility locator service will be contacted to verify utility locations within public right-of-way and easements where these utilities may enter the Project. TRC will work with the City to determine the locations of known existing on-site subsurface utilities before the start of our field work. We will work with the City to identify possible underground utility locations and offset borings as necessary to avoid conflicts. Geophysical utility verification consisting of ground penetrating radar and EM induction to identify potential buried objects at the proposed test boring locations prior to drilling is not included in the current scope.
5. Groundwater measurements will be recorded during drilling and shortly after completion of each boring. Borings will then be backfilled with the auger cuttings and finished with an asphalt cold patch upon boring completion. Cuttings that cannot be returned to the borehole will be spread on the ground in landscaped areas adjacent to the boring locations. No funds have been allotted for off-site soil disposal. No restoration is included in the scope or cost provided herein.
6. Upon completing the field and laboratory testing, our engineering staff will summarize the work completed and prepare a Geotechnical Engineering Report (electronic PDF copy). The geotechnical engineering report will summarize TRC's understanding of the proposed construction, site conditions, exploration activities, subsurface conditions and impacts on the proposed pavement replacement, and address project specific concerns including but not be limited to issues such as:
 - a. Earthwork recommendations for subgrade preparation and/or replacement or stabilization, if applicable.
 - b. Groundwater conditions including perched conditions and control of groundwater during construction, as applicable.
 - c. Recommended geotechnical (subgrade) parameters for use in flexible pavement design. Estimated California Bearing Ratio (CBR) for flexible pavement composition design will be provided based on material types and SPT (ASTM D1586) of the subgrade materials. Neither compaction (Proctor) nor CBR laboratory testing will be performed.
 - d. An estimated modulus of subgrade reaction for concrete channel design will be provided based on subgrade material types, laboratory testing results, and results from the Standard Penetration Testing (ASTM D1586).
 - e. Other construction-related concerns, as warranted based on site subsurface conditions and details of the proposed construction.

D. Cultural Resource Services

1. TRC will complete historic resources permitting efforts in conjunction with the City's proposed Project.

2. Based on requirements under the Antiquities Code of Texas (ACT) (Section 191.0525) and Section 106 of the National Historic Preservation Act of 1966, as amended, TRC proposes the following to meet Project requirements. After initial review of the cultural resources desktop study, the History Programs Division at the Texas Historical Commission (THC) requires additional historic resources information to complete its review. A copy of the THC's response letter is attached as Exhibit 2.
3. According to the THC's Archeological and Historic Sites Atlas, the Project area is within the Caldwell County Courthouse Historic District, listed on the National Register of Historic Places (NRHP) in 1978 and an historic property, the Emmanuel Episcopal Church, listed on the NRHP in 1974 is located at the northwest corner of the Project area.
4. TRC proposes these cultural resources services for the THC to complete historic resources review of the Project and fulfill the City's obligations under the Section 106 and ACT:
 - a. Task 1 - Provide additional detail of proposed work so THC can complete review of any potential effect.
 - b. Task 2 - Draft a "Protection of Historic Features During Construction" to be added to construction documents.
 - c. Task 3 - Recommend if the City requires a State Antiquities Landmark (SAL) permit from the THC Courthouse Preservation Program. If a SAL permit is required, complete and submit the to the THC.
5. Schedule: TRC will submit a cover letter and supplemental materials to the City for review within four weeks of Notice To Proceed, and upon approval from the City, TRC will upload additional information to the THC for the 30-day review and comment period.

E. Texas Accessibility Standards (TAS)

1. Register the project with TDLR or third party.
2. Perform plan review of the project construction documents.
3. Perform the final inspection of the project upon completion.
4. Deliverables:
 - a. Proof of Registration via the TDLR Proof of Registration Sheet
 - b. Provide Plan Review Report detailing the observed findings of elements that are not in compliance with the TAS
 - c. Provide the Inspection Report detailing the observed elements that are not in compliance with the TAS

F. Design Phase

1. Prepare construction plans/specifications for the proposed project, including all details, consisting of:

- a. Design of 8" water main along Church Street, Main Street, Commerce Street, San Antonio Street, and Prairie Lea Street (Approximately 3,120 lf).
- b. Design of 8" wastewater main along Church Street, Commerce Street, San Antonio Street, Market Street, and various alleys within the downtown region (Approximately 3,300 lf).
- c. Design of storm drain systems along Main Street, Commerce Street, Walnut Street, San Antonio Street, Market Street, and Prairie Lea Street in accordance with drainage study in section A of this proposal (Approximately 4,560 lf).
- d. Design of street reconstruction on Main Street (between Walnut Street and San Antonio Street, and between Market Street and Prairie Lea Street) and mill and overlay on Church Street, Main Street, Commerce Street, Walnut Street, San Antonio Street, Market Street, and Prairie Lea Street.
- e. Design traffic control elements:
 - i. Incorporate all-way stop control at the main intersections.
 - ii. Include traffic control signage throughout the Project area.
 - iii. Provide traffic and pedestrian related striping.
- f. Design of expanded sidewalks around the Courthouse and Retail Frontage. (Approximately 3,900 lf).
- g. Design assessable ramping, curb bump outs and pedestrian refuges that shorten cross walks in the nine (9) block Project area:
 - i. At the four (4) intersections around the courthouse.
 - ii. At the Eastern side of the intersections along Church Street.
 - iii. At the Northern side of the intersections along Prairie Lea Street.
 - iv. At the Southern side of the intersections along Walnut Street.
- h. Design a Planting and Irrigation plan:
 - i. Provide a certified arborist to assess the health of existing trees.
 - ii. Provide planting plan with notes and details.
 - iii. Provide irrigation design plans with notes and details.
- i. Design a Lighting and Electrical plan:
 - i. Perform an initial onsite photometric lighting level study.
 - ii. Retain the tall streetlights in the median, except San Antonio Street
 - iii. Re-lamp the fixtures with LED equivalent light sources to match the current lumen output and distribution.
 - iv. Design supplemental pedestrian scale light fixtures around the courthouse and public areas.

- v. The need of additional LED streetlights will be determined at the intersections as warranted from the results of the photometric lighting study.
 - vi. Design of Electrical underground improvements required for new street lighting at intersections to improve pedestrian safety.
 - j. Stormwater Pollution Prevention Plan
 - k. Phased traffic control plan to maintain traffic during construction.
 - l. General construction notes.
 - m. City of Lockhart Standard Construction Details.
2. Deliverables:
- a. Provide Project deliverables to the City at Design Milestones (30%, 60%, and 100%):
 - 30% Design Phase
 - i. TRC will prepare a conceptual design that will include schematic layouts, surveys, sketches, and exhibits which address compliance with all applicable laws, statutes, ordinances, codes, and regulations. TRC will:
 - a) Meet with City staff to determine the City's needs. Conduct field initial site visit with City staff.
 - b) Obtain and review all available data regarding the project including applicable regulatory, design, and operations.
 - c) Provide preliminary site layouts.
 - d) Determine opinion of probable construction costs.
 - e) Provide schedule for project implementation.
 - 60% Design Phase
 - ii. TRC will progress the design from a conceptual design to a 60% design, including, but not limited to, the preliminary drawings and specifications. TRC will:
 - a) Submit to the City detailed estimates of the construction costs.
 - b) The preliminary design will address compliance with all applicable laws, statutes, ordinances, codes, and regulations.
 - c) TRC will make any necessary surveys of topography, utilities, or other field data required for proper design of the project.
 - 100% Design Phase
 - iii. During the final design phase, TRC will:

- a) Prepare detailed construction drawings and specifications for the project (based on approved preliminary design documents).
- b) Furnish engineering data for and assist in the preparation of the required documents so that the City may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the project.
- c) Additionally, TRC will furnish a revised cost estimate for the project based on the completed drawings and specifications.

G. Special Services

- 1. Attend Public outreach meetings with the affected business owners at the Project's 30% Design Submittal milestone to discuss Project and get feedback. Meetings will be organized and grouped with the affected business owners for each City Block of the Project. (Maximum 4 trips)
- 2. Provide Project updates to the City's Public Information Officer for addition to the City's website at Project Milestones of 30%, 60% and 100% Design Submittals, and Quarterly during the 24-month Construction Schedule. (Maximum 11 updates)
- 3. Provide Council updates in-person at 30%, 60% and 100% Design Submittals, and Quarterly during the 24-month Construction Schedule. Council updates will be coordinated with updates to the City's Public Information Officer for website updates for the project. (Maximum 11 Council meetings)
- 4. Provide Project update to Caldwell County and TxDOT (Maximum 1 meeting update for each)

H. Bidding Support

- 1. Organize and participate in construction pre-bid meeting and provide visual presentation, as needed.
- 2. Assist the City in bidding process including preparation of advertisement document, assist the City in the opening and tabulation of bids, prepare award recommendation letter and prepare construction contract documents.

I. Construction Support

- 1. TRC to lead pre-construction meeting, provide contractor correspondence, provide shop drawing review, responding to RFIs and other submittal reviews, pay request review, change order preparation, periodic site visits (monthly meetings – 24 maximum), final inspection, preparation of contractor punch list, certificates of completion and record drawing preparation (3 sets of hard copies and one CD electronic copy)
- 2. TRC will provide inspection services for the construction duration (8 hours per week for the 24-month construction period) TRC may request additional compensation if inspection services exceed this amount.

J. Project Schedule

TRC will use commercially reasonable efforts to perform the Work within the Contract Time to the extent consistent with the terms of this Agreement, the Standard of Care, and the orderly progress of the Work as proposed in the following Project Schedule:

Design Proposal Approved by Lockhart City Council	June 21, 2022
Design	June 21, 2022 to June 21, 2023
Permitting	June 21 to September 21, 2023
Bidding	September 21 to December 21, 2023
Construction	December 21, 2023 to December 31, 2025

ASSUMPTIONS:

As the basis for the preparation for this proposal and the associated cost of service, the following assumptions were made which, if found to be incorrect may result in additional compensation:

1. The services identified in this SOW are based on the approved Option 1b Plan approved by City Council on May 3, 2022, along with the Lockhart Downtown Revitalization Project-Draft Report presented to Council on April 12, 2022.
2. All work will either be performed within the ROWs of each street or within any existing public easement and no new right of way dedication or easement will be needed.
3. Where necessary, the City will be responsible for arranging property access prior to commencement of the field survey for properties not located within public right-of-way. TRC will not perform any field investigation on properties where access has not been granted.
4. The geotechnical services do not include testing or other type of investigation regarding the possible presence of hazardous or toxic substances either on site or in imported materials.
5. Test boring locations will be accessible to truck-mounted drilling equipment without the need for clearing or assistance from a dozer, and field work will consist of up to a single day of drilling up to a maximum of 2 soil borings. Interruptions caused by others or impacts to the schedule or site accessibility related to the potential adverse weather conditions, if encountered, will result in additional charges to complete the field investigation or in a reduction to the number of test borings completed.
6. Maintenance of traffic will include signs and cones; flaggers will not be required for geotechnical borings.
7. Should the schedule be changed or put on "hold" by the City, all costs incurred by TRC up to notification of change of schedule or "hold" status will be billed to the City. Additional fees that TRC may incur as a result of the change of schedule or "hold" status will be billed to the City once the Project has resumed in addition to the cost of services included in this SOW.
8. No additional environmental services or studies (e.g., ASTM Phase I Environmental Site Assessment, T&E species-specific surveys, biological monitoring, etc.) beyond those already outlined in this SOW will be performed. Should additional environmental

- studies be required, TRC will prepare a separate SOW and cost estimate for additional services and submit to the City for approval.
9. Based on a preliminary review of the current Project information, TRC anticipates that the proposed Project will have minimal impacts to sensitive natural resources. If it is determined after investigation that sensitive natural resources will be impacted by the proposed Project, additional environmental services and fees may be required. If additional environmental services are required, then TRC will prepare a separate SOW and cost estimate for additional services and submit to the City for approval.
 10. This proposal covers a development of historic resources information and THC consultation. If after consultation, the THC requires additional work, for example, an historic structures survey or onsite monitoring, TRC will prepare a separate SOW and cost estimate for additional services and submit to the City for approval.
 11. Monthly progress meetings will be held during engineering design via Microsoft Teams platform (Maximum 12).
 12. TRC will coordinate with Texas One Call and the City of Lockhart for all subsurface locations within the proposed project and for topographic survey.
 13. The entire project will consist of a single bid/construction project.
 14. TRC's effort and costs for construction services are based on a (24) month construction project duration.

EXCLUSIONS:

The following items are specifically excluded from the scope of work:

1. Design of improvements or relocations for electrical lines, gas lines, telephone lines or other franchise utilities.
2. Design of stormwater detention.
3. Construction staking, post-construction topographical surveys, or quality assurance testing for construction.
4. Easements or plat documents, landowner contact or easement negotiations.
5. Trenching equipment needed for THC field survey (if applicable). It is assumed the City of Lockhart forces will provide and operate the equipment.
6. Services to determine compliance with other federal, state, or local accessibility requirements outside of TAS and accessibility requirements of building and housing codes such as the International Building Code (IBC).
7. Payment of fees for regulatory review (TDLR, etc.).
8. Security cameras and security systems.
9. Signage from the Lockhart Wayfinding Masterplan.

COMPENSATION FOR SERVICES:

TRC will provide the professional engineering services as outlined herein for a total fee as follows:

Engineering Drainage Study	\$19,694
Survey	\$49,346
Geotechnical	\$14,736
Cultural Resources Services	\$19,300
Texas Accessibility Standards (TAS)	\$5,850
Design	\$717,590
Special Services	\$137,030
Bidding Support	\$22,140
Construction Support	\$211,707
Total:	\$1,197,393

This fee includes labor and material costs associated with the Scope of Work identified above.

TRC's fee above is based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation.

Changes in scope, including additional scenarios or modification to the scenarios identified above will be evaluated for additional services and/or materials cost through a formal change order process, which results in approval of the additional cost prior to executing the additional work.

Fees for services quoted in this Letter of Agreement are valid for a period of time not to exceed 60 days from the date of this letter.

We appreciate the opportunity to assist with this project and are available to proceed immediately with your written approval. Please review this SOW and, upon acceptance, sign in the space provided below, returning a copy for our files.

CITY OF LOCKHART

TRC ENGINEERS, Inc.

By: _____
Mr. Steven Lewis
City Manager

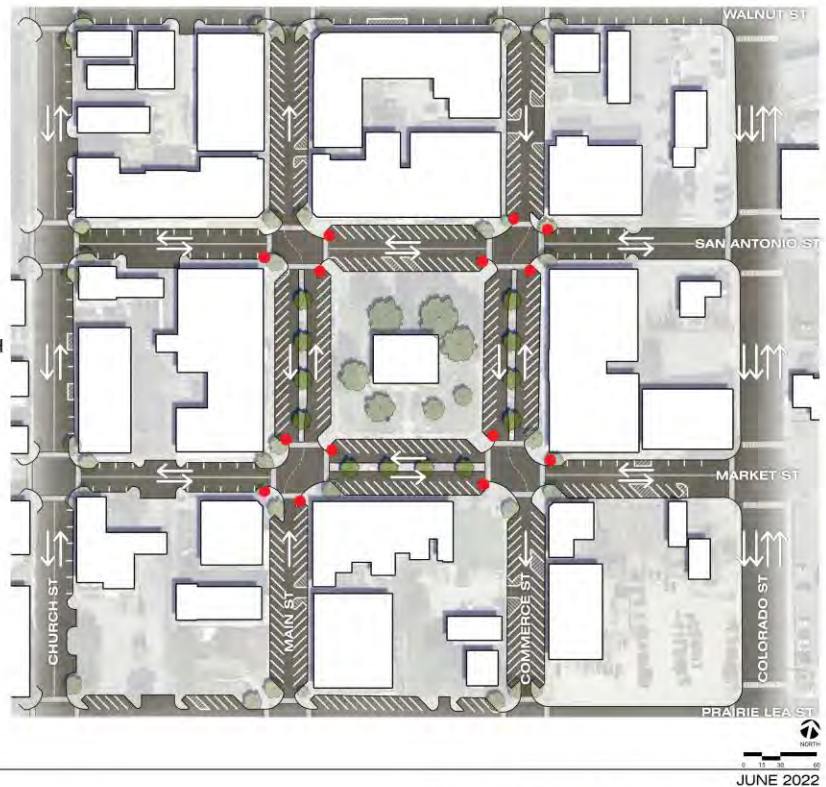
By: _____
K. Beau Perry, P.E.
Regional Vice President

Exhibit 1

* COUNCIL APPROVED, MAY 3, 2022 *

OPTION 1B MAIN POINTS

- TWO-WAY TRAFFIC AROUND COURTHOUSE
- ONE-WAY TRAFFIC ON COMMERCE AND MAIN STREETS, BLOCKS NORTH AND SOUTH OF COURTHOUSE ONLY
- ADDITIONAL TRAFFIC CONTROL SIGNAGE REQUIRED
- ALL-WAY STOPS
(● = STOP SIGN)
- PRESERVE ALL MEDIAN TREES
- CURB BUMP-OUTS AND PEDESTRIAN REFUGES SHORTEN CROSSWALKS
- EXPANDED SIDEWALKS AROUND COURTHOUSE AND RETAIL FRONTAGE
- PARKING LAYOUT MODIFIED TO FOLLOW CONVENTIONAL STANDARDS



DOWNTOWN REVITALIZATION

LOCKHART MASTER PLAN

CONCEPTUAL COURTHOUSE STREETScape DESIGN - OPTION 1B

Lockhart
TEXAS

TRC

RIALTO STUDIO
LANDSCAPE ARCHITECTURE

JUNE 2022

Mr. Steve Lewis, City Manager
City of Lockhart
June 21, 2022
Page 12 of 12

Exhibit 2

March 3, 2022

Pollyanna Clark
TRC Companies, Inc.
505 East Huntland Drive, Suite 250
Austin, Texas 78752

Re: *Project Review Under Section 106 of the National Historic Preservation Act, Proposed Downtown Revitalization Project, Lockhart, Caldwell County (TDA/HUD/106, THC #202206280)*

Ms. Clark:

Thank you for your correspondence of February 1, 2022, regarding the above-referenced project. This letter serves as comment on the proposed undertaking from the State Historic Preservation Officer, the Executive Director of the Texas Historical Commission (THC).

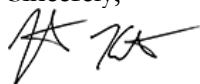
The History Programs Division staff, led by Justin Kockritz, has completed its review of the project, which proposes sidewalk improvements, utility installation, and related work throughout downtown Lockhart. Much of this project area is located within the Caldwell County Courthouse Historic District, which was listed in the National Register of Historic Places in 1978; the project area also includes the Caldwell County Courthouse, which was designated as a State Antiquities Landmark in 1981, and the Emmanuel Episcopal Church, which was listed in the National Register in 1974 and was designated as a Recorded Texas Historic Landmark in 1962.

If you receive funding through the Texas Department of Agriculture's Downtown Revitalization Program, THC will require additional information about the work in order to complete our review of any potential effects to historic properties, including plans and specifications for the project. Enclosed, please find a copy of our "Streetscape Guidelines for Historic Commercial Districts." To help you receive a finding of no adverse effect, we ask that the "Protection of Historic Features During Construction" be added to the construction documents. Please note, the work proposed within or adjacent to the Courthouse Square may also require a SAL Permit from the THC Courthouse Preservation Program.

The THC Archeology Division staff, led by Jeff Durst, has completed its review of the project and confirms that there are no historic archeological properties that are present or that will be affected within the project area. However, if buried cultural materials are encountered during construction or disturbance activities, work should cease in the immediate area; work can continue where no cultural materials are present. Please contact the THC's Archeology Division at 512-463-6096 to consult on actions that may be necessary to protect the cultural remains.

Thank you for your cooperation in this federal review process and for your efforts to preserve the irreplaceable heritage of Texas. If you have any questions concerning our review, or if we can be of further assistance, please contact Justin Kockritz at 512-936-7403 or justin.kockritz@thc.texas.gov.

Sincerely,



Justin Kockritz
For: Mark Wolfe, State Historic Preservation Officer

Enclosure

STREETSCAPE GUIDELINES FOR HISTORIC COMMERCIAL DISTRICTS

When street and sidewalk improvement projects receive federal funding and oversight, federal agencies or communities must consult with the Texas Historical Commission (THC) in accordance with Section 106 of the National Historic Preservation Act. Examples of commonly funded federal programs for streetscape projects in Texas include the Texas Capital Fund (U.S. Department of Housing and Urban Development funding administered by the Texas Department of Agriculture) and the Statewide Transportation Enhancement Program (Federal Highway Administration funding administered by the Texas Department of Transportation). Section 106 requires consideration of the potential effects of a project on historic properties. If your project area is identified as including historic properties in consultation with the THC, **continued close coordination with the THC regarding the design of your project will be a key element for success.** Successful projects tailor design solutions to preserve the history and character of an individual community. The THC's goal in guiding a project is to preserve significant elements and introduce new features that are compatible with the historic character of a community, not to freeze the appearance of a streetscape in time or restore it to a particular period.

As each community in Texas is unique, the design of each project should be tailored to respond to the history and needs of that specific community. In addition, community input and the creativity of your design professional are important components of the design process, and in many cases more than one option can offer a preservation-oriented solution. The THC, therefore, does not set strict rules, but instead assists design decisions, basing its review on the Secretary of the Interior's *Standards for Rehabilitation*. These 10 standards, developed by the National Park Service for projects that require sensitive treatment of historic properties while allowing for their modification to meet continued or changed uses, are as follows (italicized sections represent the THC's interpretation of these standards for streetscape projects):

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment. *Support the use and preservation of the area's historic buildings and streetscape features. Allow the historic setting, human activity, individual businesses, and special events to provide the cultural stimulus and revitalization.*
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided. *Identify historic streetscape features in your project area and plan for their preservation.*
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken. *Study the historic appearance of your streetscape and avoid adding elements from other communities that were not historically present in yours.*
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved. *Understand the period within which important events and growth occurred in your historic downtown. Respect the character of buildings and elements added during that period of significance.*
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved. *Protect significant historic streetscape features and incorporate them into your project. Protect adjacent historic buildings from damage during construction.*
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the

massing, size, scale, and architectural features to protect the historic integrity of the property and its environment. *Design new elements, such as ramps for accessibility, to be in keeping with the historic character of the streetscape but distinguishable as modern additions. Respect the existing character of the project area. Avoid the urge to overdesign and recognize that new features should be secondary, supporting elements.*

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Guidelines for the design and treatment of sidewalks and streets, accessibility, corner extensions, trees and vegetation, historic canopies and awnings, street furniture, street lights, artwork and decoration, and historic buildings are listed below to assist you in the application of the *Standards* to streetscape projects. THC staff can provide additional assistance regarding how to interpret this guidance in the context of your project and historic commercial district. Please do not hesitate to contact us with questions.

The THC encourages you to consult and incorporate these guidelines as early as possible, ideally before public meetings are held to discuss the scope and nature of the streetscape project. Material may be submitted to the THC for preliminary review early in the design process to ensure that the proposed work is in keeping with the *Standards*. To complete the Section 106 process, construction documents nearing finalization must be submitted for THC review. If the proposed work meets the *Standards*, a determination of “no adverse effect to historic properties” will conclude the review process and the project may proceed without further consultation; however, any changes made following this determination must be submitted for review. Please see our website at <http://www.thc.state.tx.us/crm/crmdefault.shtml> for additional information on the Section 106 process and what to submit for a project review. The project must be coordinated separately with other state agencies with regulatory authority.

SIDEWALKS AND STREETS

- Identify historic features of the sidewalks and streets, such as high or stepped curbs, stone or brick curbs, stamped concrete in the sidewalks, historic manhole covers, mosaic tile street names, tiled store entries, trolley tracks, and brick streets. When these elements contribute to the distinctive character of your historic downtown, preserve them in place whenever possible.
- Repair damaged brick streets if necessary and perform selective, in-kind replacement with matching brick for areas damaged beyond repair. Likewise, repair historic sidewalks or consider replacing them with like material if damaged beyond repair.
- If sidewalk replacement is necessary, the preferred option is to use either the same material as currently exists or a material used in the location historically, based on adequate documentation. Unless documentation shows historic brick sidewalks, accepted preservation practice discourages the introduction of brick or modern pavers to sidewalks as it can create a false sense of historical development of the community. However, the use of removable concrete panels or pavers for ease of access to in-ground utility boxes or channels is acceptable, when the color of the pavers is similar to or matching the existing sidewalk. Similarly, pavers may be used to distinguish pedestrian zones in areas where there are multiple curb cuts or no curb separating the sidewalk from the street. Avoid pavers that are brightly colored, multicolored, placed in decorative patterns, or inscribed with donors’ names, because they can be distracting from the historic character of a commercial district.
- If you wish to introduce variety to concrete sidewalks, vary the texture by the use of a simple trowel or broom finish. Elaborate paving patterns, multiple colors, and different materials distract users and are generally not compatible with the character of historic streetscapes. However, where a variety of historic materials contribute to the varied character of the historic streetscape, these materials should be preserved.

ACCESSIBILITY

- The THC supports efforts to make historic commercial districts accessible by bringing sidewalks into compliance with Texas Accessibility Standards (TAS) and the Americans with Disabilities Act (ADA) Accessibility Guidelines. However, an effort should be made to balance new features, such as ramps and handrails, with the historic character of the commercial district.
- Retain historic high curbs with the addition of new steps and accessible ramps in a compatible material. Where

possible, install these features on side streets to better preserve the main street's historic appearance.

- Railings may be necessary at ramps or along sidewalks to meet current accessibility and safety requirements. Select railings that are simple in design and as unobtrusive as possible so as not to block views or distract from the historic storefronts.

CORNER EXTENSIONS

- Corner extensions (expansion of the sidewalk into the parking lane at street corners, also known as bump-outs or aprons) are sometimes necessary when sidewalks are too narrow or have too high an elevation for other solutions, for the control of vehicle traffic and parking, or for the provision of pedestrian safety. However, when not carefully considered, these new elements can dramatically change the character of a block or district.
- When corner extensions are planned, either minimize their size as much as possible and use materials that are compatible in color and texture with the historic sidewalk, or allow these spaces to be the foci for introducing new elements such as light poles, planters, trees, and benches.

TREES AND VEGETATION

- Historically, trees and vegetation were primarily planted on residential streets and around civic buildings like courthouses, post offices, and libraries. In commercial districts, canopies and awnings (see below) were the most common method of providing shade to sidewalks. Historic documentation, such as photographs of the downtown area, should inform your decisions about whether to plant trees in your commercial district.
- New plantings reduce can visibility to storefronts and signs, block future restoration of canopies, and obscure street lighting. When introducing trees, plant them on side streets with no or limited storefronts, in corner extensions, or in specific spaces such as pocket parks, vacant lots, parking lots, and blocks with non-historic buildings. Vegetation should be low in profile so as not to block historic features of buildings and districts.
- Take into account necessary periodic maintenance of proposed trees and other plantings, their likelihood of survival in a heavily paved area, and potential future damage to paving from root growth.

HISTORIC CANOPIES AND AWNINGS

Historically, canopies (projecting roof structures) and awnings (lightweight shade structures, often fabric stretched over a frame) sheltered entrances to businesses and shaded sidewalks in commercial districts. In some cases, these elements are no longer extant or have been modified over time. Although enhancement projects may not include repair or reconstruction, protect support poles for canopies or balconies during construction (see “Protection of Historic Features during Construction” below). In addition, do not introduce new elements to the streetscape that will inhibit future restoration of historic canopies and awnings by building owners.

STREET FURNITURE

- Identify and protect historic street signs, planters or historic plantings, hitching rings, benches, and other historic street furniture and preserve these elements in their original locations.
- Concentrate new street furniture, such as benches, planters, and trash receptacles, at corners. Only include furniture where sidewalks are wide enough to accommodate these elements. Select furniture based on a local historic design, or introduce a simple, modern design that is compatible in scale, style, color, and texture with surrounding significant historic features. Do not introduce historic designs from other locations as this will present a false sense of local history. Choose muted colors for modern elements to avoid distracting attention from the historic features of the buildings and streetscape.
- Do not permanently fix new street furniture to historic features. Instead, connect furniture through pavement joints, with chains to stationary objects, or other reversible methods.

STREET LIGHTS

- Protect and incorporate existing historic lighting into the streetscape design where possible.
- If historic street lights are no longer extant, choose new fixtures that match the historic as closely as possible. Some manufacturers continue to produce historic designs. However, if a commercial district did not have street

lights during the historic period or if the community does not wish to replicate the historic lights, choose new street lighting that is a modern design but compatible in scale, appearance, and color with the character of the downtown. Do not select historic designs from other locations as this would create a false sense of historical development.

ARTWORK AND DECORATION

- Retain and preserve historic artwork such as murals and sculpture.
- Carefully consider proposed new decorative features for their compatibility with the historic district or buildings, and whether their design and construction are likely to stand the test of time. Plan for staff time, training, and funding for periodic maintenance of proposed new features.
- Consider limiting the number of new decorative features in an effort to retain the historic character of the area.
- Seasonal enhancements and decorations are generally acceptable, provided they do not damage historic fabric. Attach festive lighting and decorations to non-historic surfaces.

PROTECTION OF HISTORIC FEATURES DURING CONSTRUCTION

Historic features, such as buildings, fences, and canopies, should be protected from damage during sidewalk demolition and construction. At the request of the THC, the Texas Department of Transportation has produced standard protection notes, below. Insert these, or similar protection notes, in construction documents:

PROTECTION NOTES FOR THE REMOVAL OF EXISTING PAVEMENT, CURB OR SIDEWALK AND CONSTRUCTION OF NEW PAVEMENT, CURB OR SIDEWALK ADJACENT TO HISTORIC BUILDINGS, CANOPIES, MATERIALS, FENCES, AND RETAINING WALLS

Where proposed work is in proximity to historic buildings or other structures (walls, canopies, retaining walls, fences), and planting beds, and vegetation/groundcover, follow the procedures listed below for demolition, protection, and construction at these addresses:

In the city of _____, at _____ (list addresses):

1. To minimize potential damage to historic structures and materials, contractor to saw cut existing sidewalk 8 to 12 inches away from the historic structure, canopy supports, fence, or retaining wall.
2. Contractor to construct new sidewalk next to the saw cut edge with installation of expansion joint in between. If existing sidewalk is to be removed entirely, the remaining 8 to 12 inches next to the historic structure, canopy supports, material, fence, or retaining wall will be removed by hand. Expansion joint to be placed between historic structure, canopy support, material, fence, or retaining wall and new sidewalk.
3. Contractor is responsible for preventing damage to historic structure, canopy supports and their awning, materials, fences, retaining walls, including garden elements (planting beds, plantings) during the entire construction project, especially during removal of existing pavement, curb, or sidewalk. During the saw cut and hand removal process, contractor will exercise utmost caution and will physically protect historic structure foundation, canopy supports, materials, elevations, entryways with decorative flooring, fences, retaining walls, and landscape elements.
4. Contractor to repair or replace in kind, at his own expense, any historic materials damaged in the course of executing the work. Contractor is responsible for locating replacement source for historic materials damaged in the course of the work. Texas Historical Commission to be informed of damage and proposed repairs prior to execution of repair work.

CONCLUSION

Providing a safe and pleasant streetscape environment is important but does not require the loss of historic context. Streetscape modifications can be accomplished while being sensitive to and enhancing local historic resources. Early and consistent consultation is the most effective way to assist the THC in providing a smooth and efficient review. Designs may need to be revised in order to comply with preservation standards—please do not wait until the construction documents are completed to involve the THC. *(Updated 2011.)*

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City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: June 21, 2022

AGENDA ITEM CAPTION: Discussion and/or action to consider Ordinance 2022-25 amending Chapter 20, Fire Prevention and Protection of the Code of Ordinances of the City of Lockhart, adopt the 2018 International Fire Code (IFC) with amendments, and adopt the 2018 Life Safety Code (NFPA 101) with amendments.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The purpose of this agenda item is to update Chapter 20, Fire Prevention and Protection of the Code of Ordinance of the City of Lockhart to include adopting the 2018 International Fire Code (IFC) with local amendments, and the 2018 Life Safety Code (NFPA 101) with local amendments.

The following sections of Chapter 20, Fire Prevention and Protection Code of Ordinances were amended based on the review by the Fire Chief to best reflect the current operations of the fire department.

The current Article I, II, and III of Chapter 20, Fire Prevention and Protection Code of Ordinances are hereby repealed and replaced by the new Article I, II, and III as presented.

Article I, Section 20-01 through 20-02 establishes the Office of the Fire Marshal roles and responsibilities and an arson reward.

Article II, Section 20-03 outlines the adopted 2018 International Fire Code (IFC) and the 2018 Life Safety Code (NFPA 101).

Article II, Section 20-04 lists the adopted amendments to the 2018 International Fire Code (IFC). The 2018 IFC amendments are based on a review of the fire codes by a committee of the North Central Texas Council of Governments (NCTCOG) and local amendments specific to Lockhart.

Article II, Section 20-05 lists the adopted amendments to the 2018 Life Safety Code (NFPA 101).

Article III, Section 20-06 through 20-89 is reserved.

Article IV (Hazardous Materials Spills, and Article V (Outdoor Burning) are unchanged.

The fire codes are being updated in coordination with other city codes such as the Building Code.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PROJECT SCHEDULE (if applicable): The updated Chapter 20, Fire Prevention and Protection of the Code of Ordinance of the City of Lockhart, including adopting the 2018 International Fire Code (IFC) with local amendments, and the 2018 Life Safety Code (NFPA 101) with local amendments, will become effective 30 days after ordinance adoption.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: The current fire code, the International Fire Code (IFC) 2015 Edition and the 2015 Life Safety Code with local amendments was adopted by ORDINANCE NO: 2017-31 on September 5, 2017.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends adopting amendments to Chapter 20, Fire Prevention and Protection and adopting the 2018 IFC and 2018 Life Safety Code with amendments as presented by the Fire Chief.

LIST OF SUPPORTING DOCUMENTS: FIRE Ordinance 2022-25 clean v1, Current Chapter 20 FIRE PREVENTION AND PROTECTION, Fire Code Survey 6-22, Lockhart 2018 Fire Code Amendments

ORDINANCE 2022-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AMENDING CHAPTER 20, FIRE PREVENTION AND PROTECTION, BY REPEALING CURRENT ARTICLES I, II, AND III AND ADDING NEW ARTICLES I, AND II OF THE CODE OF ORDINANCES; PROVIDING FOR PENALTY, SEVERABILITY, REPEALER, PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the Lockhart Fire Chief recommends that the Lockhart Code of Ordinances, Chapter 20, Fire Prevention and Protection, be updated; and

WHEREAS, the Lockhart City Council desires to amend Chapter 20, Fire Prevention and Protection Code, to change, add, and delete certain sections as requested by the Lockhart Fire Chief; and

WHEREAS, the Lockhart City Council finds that proposed changes, additions and deletions of the City's Fire Prevention and Protection Code are necessary for the health, safety, and welfare of the community.

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

- I. Chapter 20 "Fire Prevention and Protection" is hereby amended as follows, with all existing provisions not shown remaining unchanged:

ARTICLE I. GENERAL PROVISIONS

Sec. 20-01. - Office of the Fire Marshal.

- (a) The office of the Fire Marshal and the Fire Prevention Division are hereby established. The Fire Chief will serve as the Fire Marshal unless the position is assigned to other Fire Department personnel. The State Fire Marshal's Office or other qualified contractors may be used for fire investigations, fire inspections and plans review when deemed necessary or in absence of a Fire Marshal.
- (b) If assigned, the Fire Marshal shall report directly to the Fire Chief and shall supervise the operations of the Fire Prevention Division.
- (c) The Fire Marshal shall have the authority to investigate or cause to be investigated the cause, origin, and circumstances of any fire, explosion, or other condition deemed hazardous to life or property.
- (d) The Fire Chief, Fire Marshal or other designated "fire code official" is authorized to enforce the provisions of the adopted fire code of the City of Lockhart and shall have the authority to render interpretations of the adopted fire code and to adopt policies, procedures, rules, and regulations to clarify the application of its provisions.

- (e) The Fire Prevention Division shall conduct fire prevention education programs for the benefit of the schools, commercial businesses, convalescent homes, churches, and the general public in the interest of fire prevention and public safety.

Sec. 20-02 - Arson reward.

- (a) The city shall maintain a standing reward and shall be bound and obligated to pay a reward, and this section shall constitute a standing offer by the city and be an obligation and an agreement by the city to pay a reward of \$250 to any person voluntarily furnishing or obtaining the information leading to an arrest and conviction of any person guilty of the crime and offense of arson committed within the city limits.
- (b) No person who at the time he or she furnishes such information is an official or employee of the city, county or state shall be entitled directly or indirectly to receive such an award or any part thereof.
- (c) Not more than one reward shall be paid for any one fire, and in case two or more persons shall claim the reward the city shall not be liable to pay such award unless and until a court of competent jurisdiction has established the rights of the parties without cost to the city.
- (d) No claims for the reward shall be allowed or paid unless the claim is filed with the city within 30 days after the arrest and conviction has become final, and unless the claim is so filed within 30 days the liability of the city for payment of such reward shall cease.

ARTICLE II. - FIRE PREVENTION

Sec. 20-03 – Adopted Fire Codes; violations and penalties.

- (a) The International Fire Code (IFC), 2018 Edition, together with Appendices B, D, E, F, G, H, and I is adopted by reference, as hereafter amended and/or revised, to the same extent as though such code were copied at length herein, all as recommended by the International Code Council, and is designated as the fire prevention and protection code of the city, a copy of which is on file in the office of the Fire Code Official of the City of Lockhart Fire Department.
- (b) The Life Safety Code (NFPA 101), 2018 Edition, together with Annexes is adopted by reference, as hereafter amended and/or revised, to the same extent as though such code were copied at length herein, all as recommended by the National Fire Protection Association, and is designated as the life safety code of the city, a copy of which is on file in the office of the Fire Code Official of the City of Lockhart Fire Department.
- (c) Violations and penalties. Any person, firm, corporation, or agent who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed or continued, and upon conviction of any such violation such person shall be punished within the limits and as provided by state and local laws, and in accordance with section 110 of the 2018 Edition of the International Fire Code (IFC).

- (d) The provisions of this chapter are applicable within both the city limits and within 5,000 feet outside the city limits. The doing or performing of any act in violation of this chapter is additionally defined as a nuisance and hereby prohibited. The fire marshal shall enforce this chapter as it may be necessary to prevent and summarily abate and remove the nuisance in accordance with V.T.C.A., Local Government Code § 217.042, as hereinafter amended. This subsection shall not apply within the corporate limits, limited purpose annexation areas, or extraterritorial jurisdiction (ETJ) of another municipality as defined in V.T.C.A., Local Government Code § 1.005.

Sec. 20-04 – Adopted amendments to the 2018 International Fire Code (IFC)

The following sections, paragraphs, and sentences of the *2018 International Fire Code* (IFC) are hereby amended as follows: Standard type is text from the IFC. Underlined type is text inserted. Lined through type is deleted text from IFC.

Section 101.1; change to read as follows:

Insert Name of Jurisdiction: City of Lockhart

Section 102.1; change #3 to read as follows:

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.

Section 105.3.3; change to read as follows:

105.3.3 Occupancy Prohibited before Approval. The building or structure shall not be occupied prior to the fire code official issuing a permit when required and conducting associated inspections indicating the applicable provisions of this code have been met.

Section 108.5; add Section 108.5.1 to read as follows:

108.5.1 Removal From Service. No fire protection system may be taken out of service or allowed to remain out of service beyond normal working hours without the prior approval of the fire code official. The fire code official shall be notified prior to any fire sprinkler or standpipe system being temporarily or permanently removed from service. No operation protected by a fire suppression system may be used or operated while the fire suppression system is out of service.

Section 109.1; add Section 109.1.1 to read as follows:

109.1.1 Construction Board of Appeals. The Lockhart Construction Boards of Appeals shall serve as the Fire Code Board of Appeals.

Section 109.3; add Section 109.3.1 to read as follows:

109.3.1 Appeal of Decisions. The Fire Code Board of Appeals members shall be qualified to examine the fire code and to make decisions as to the validity of interpretations of the fire code by the fire code official but shall not have the authority to waive fire code requirements. Any appeal to the decision of the Fire Code Board of Appeals shall be to City Council in writing addressed to the City Secretary within ten (10) days of such decision by the Board of Appeals. The appeal shall appear as a City Council agenda item within a reasonable time frame of such notice of appeal.

The City Council shall decide the validity of the interpretation by the fire code official of the fire code issues being appealed but shall not have the authority to waive fire code requirements except as may be duly amended by ordinance.

Section 110.4; change to read as follows:

Insert Offense: Misdemeanor

Insert Amount: \$2,000

Insert Number of Days: 30

Section 112.4; change to read as follows:

Insert Amounts: \$500 to \$2,000

Section 202; amend and add definitions to read as follows:

[B] AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation or for whom staff has accepted responsibility for care recipients already incapable. This group may include but not be limited to the following:

- Dialysis centers
- Procedures involving sedation
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

[B] ATRIUM. An opening connecting ~~two~~ three or more stories... *{remaining text unchanged}*

[B] DEFEND IN PLACE. A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

FIRE WATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire, and notifying the fire department.

FIREWORKS. Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, *deflagration*, *or detonation*, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.3G fireworks or 1.4G fireworks. ... *{Remainder of text unchanged}*...

HIGH-PILED COMBUSTIBLE STORAGE: add a second paragraph to read as follows:

Any building classified as a group S Occupancy or Speculative Building exceeding 12,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified, a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification, and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement, and other such minor repairs.

SELF-SERVICE STORAGE FACILITY. Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

STANDBY PERSONNEL. Qualified fire service personnel, approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the jurisdiction.

UPGRADED OR REPLACED FIRE ALARM SYSTEM. A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

Section 307.1.1; change to read as follows:

307.1.1 Prohibited Open Burning. Open burning shall be prohibited that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

Exception: {No change.}

Section 307.2; change to read as follows:

307.2 Permit Required. A permit shall be obtained from the *fire code official* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or open burning-a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality (TCEQ) guidelines and/or restrictions.
2. State, County, or Local temporary or permanent bans on open burning.
3. Local ordinances or written policies, as established by the *fire code official*.

Section 307.3; change to read as follows:

307.3 Extinguishment Authority. ~~When open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, the fire code official is authorized to order the extinguishment of the open burning operation. The fire code official is authorized to order the extinguishment of open burning that creates or adds to a hazardous or objectionable situation by the permit holder, or another responsible person or the fire department.~~

Section 307.4.4 change to read as follows:

307.4.4 Permanent Outdoor Firepit. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Building Code.

Section 308.1.4; change to read as follows:

308.1.4 Open-flame Cooking Devices. ~~Charcoal burners and other~~ Open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be ~~operated~~ located or used on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20-pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 pounds (5 containers).
2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20-pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs. (2 containers).
3. {No change.}

Section 308.1.6.3; change to read as follows:

308.1.6.3 Sky Lanterns. A person shall not release or cause to be released an untethered unmanned free-floating device containing an open flame or other heat source, such as but not limited to a sky lantern.

Section 319.4.1; change to read as follows:

319.4.1 Fire Protection for Cooking Equipment. Cooking equipment shall be protected by automatic fire extinguishing systems in accordance with Section 904.12.

Exception: If vehicle was not constructed with an automatic fire extinguishing system, a Class K wet-chemical portable fire extinguisher must be present.

Section 405.4; change Section 405.4 to read as follows:

405.4 Time. ~~The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.~~

Section 501.4; change to read as follows:

501.4 Timing of Installation. ~~When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure, such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with Section 505.2.~~

Section 503.2.1; change to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than ~~20-24 feet (6096 mm)~~ 7315 mm, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than ~~13 feet 6 inches (4115 mm)~~ 14 feet (4267 mm).

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance when approved.

Section 503.2.2; change to read as follows:

503.2.2 Authority. The *fire code official* shall have the authority to require an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations.

Section 503.2.3; change Section 503.2.3 to read as follows:

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support imposed loads of 80,000 Lbs. for fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

Section 503.3; change to read as follows:

503.3 Marking. ~~Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING — FIRE LANE Striping, signs, or other markings, when approved by the fire code official, shall be provided for fire apparatus access roads to identify such roads, or prohibit the obstruction thereof. The means by which fire lanes are designated Striping, signs and other markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired when necessary to provide adequate visibility.~~

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” and shall be 12” wide and 18” high. Signs shall be painted on a white background with letters and borders in red, using not less than 2” lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6’6”) above finished grade. Signs shall be spaced not more than fifty feet (50’) apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the fire code official.

Section 503.4; change to read as follows:

503.4 Obstruction of Fire Apparatus Access Roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.

Section 505.1; change to read as follows:

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained.

Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 3 ½ inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

Section 506 add Section 506.1.3:

506.1.3 Required Locations. Lock boxes approved by the Fire Code Official shall be installed in all new or existing buildings which have fire sprinkler systems, alarm systems, or other fire protection systems connected to an alarm service.

Section 507.3; add Section 507.3.1 and Section 507.3.2 to read as follows:

507.3.1 Fire Flow Requirements. Required Fire hydrant flows shall be provided for all new buildings and changes of occupancy classification in existing buildings. Calculations are in Appendix B.

507.3.2 Residual Pressures. The fire flow requirements listed in this section shall be met with a minimum of 20 pounds per square inch residual. This residual must be maintained in residential, commercial, and industrial areas.

Section 507.5.3; add Section 507.5.3.1 to read as follows:

507.5.3.1 Cost. The cost of maintaining private fire hydrants and water tanks on private property will be the burden of the occupant and/or owner of that property.

Section 507.4; change to read as follows:

507.4 Water Supply Test Date and Information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants" and within one year of sprinkler plan submittal. The *fire code official* shall be notified prior to the water supply test. Water supply tests shall be witnessed by the *fire code official* or approved documentation of the test shall be provided to the *fire code official* prior to final approval of the water supply system. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the *fire code official*.

Section 507.5.4; change to read as follows:

507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

Section 507.5; add Section 507.5.7:

507.5.7 Fire Hydrant Specifications.

- a. Fire hydrants shall be improved type Mueller and conform to AWWA Specification C-502 and shall have one (1) 4 ½" pumper connection and two (2) 2 ½" hose connections. Threads for hose connections shall be National Standard Threads (NST). Operating nut will be 18" to 24" above finished grade. Fire hydrants will be red in color.
- b. Fire hydrants shall be spaced no more than every 600 feet in residentially zoned areas and no more than one every 300 feet in commercially and industrially zoned areas.
- c. Fire hydrants shall be installed in accordance with City of Lockhart construction standards.

Section 901.6; add Section 901.6.4 to read as follows:

901.6.4 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled, or transmitted or caused or permitted to be given, signaled, or transmitted in any manner.

Section 901.7; change to read as follows:

901.7 Systems Out of Service. Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated, or an *approved fire watch* shall be provided for all occupants left unprotected by the

shut down until the *fire protection system* has been returned to service. ... *{Remaining text unchanged}*

Section 903.1.1; change to read as follows:

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted instead of in addition to automatic sprinkler protection where recognized by the applicable standard and, or as approved by the fire code official.

Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:

903.2.11.3 Buildings 55 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories ~~with an occupant load of 30 or more,~~ other than penthouses in compliance with Section 1510 of the *International Building Code*, located 55 feet (16,764 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exceptions:

- ~~1. Open parking structures in compliance with Section 406.5 of the *International Building Code, having no other occupancies above the subject garage.*~~
- ~~2. Occupancies in Group F-2.~~

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings Over 10,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 10,000 sq. ft. or greater and in all existing buildings that are enlarged to be 10,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the *International Building Code*.

Section 903.3.1.1.1; change to read as follows:

903.3.1.1.1 Exempt Locations. When approved by the *fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such ... *{text unchanged}*... because it is damp, of fire-resistance-rated construction or contains electrical equipment, including:

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
- ~~4. In rooms or areas that are of noncombustible construction with noncombustible contents.~~

5. Fire service access-Elevator machine rooms, and machinery spaces, and hoist ways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
6. {Delete.}

Section 903.3.1.3; change to read as follows:

903.3.1.3 NFPA 13D Sprinkler System's. Automatic sprinkler systems installed in one and two-family dwellings; Group R-3; Group R-4, Condition 1; and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

Section 903.3.5; add a second paragraph to read as follows:

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 5-psi safety factor. Reference Section 507.4 for additional design requirements.

Section 903.4.2; add second paragraph to read as follows:

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

Section 905.3; add Section 905.3.9 and exception to read as follows:

905.3.9 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

1. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
2. R-2 occupancies of four stories or less in height having no interior corridors.

Section 906; add Section 906.3.5 to read as follows:

906.3.5 Multifamily. Fire extinguishers are required for all multifamily dwellings new and existing. Location of fire extinguishers;

- a. **Outside** - If fire extinguishers are located outside the individual unit(s), one shall be on each level (if a multi-level building). The maximum travel distance (the furthest point to reach the extinguisher) shall not exceed 75 feet. If this distance is exceeded, another extinguisher shall be provided. The size and type of these extinguishers shall be a minimum 2A-10BC (≈5 lb.).
- b. **Inside** - If fire extinguishers are located inside each unit, only one 1A-10BC (≈2½ lb.) is required.
 1. When mounting extinguishers, they must be no less than 4 inches from the floor, nor higher than 5 feet from the ground. The recommended height is about 3½ feet,

measured to the top of the extinguisher. If located outside, an approved container is required.

2. The property owner shall be responsible for the inspection, maintenance, and recharging or refilling of the extinguishers located on their property. Units shall be mounted per NFPA standards. This inspection and maintenance shall be completed each year by a trained licensed technician.

Section 907.1; add Section 907.1.4 to read as follows:

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

Section 907.2.1; change to read as follows:

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies ~~where the~~ having an occupant load due to the assembly occupancy is of 300 or more persons, or where the Group A occupant load is more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.-10 of the International Building Code shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: {No change.}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

Section 912.2; add Section 912.2.3 to read as follows:

912.2.3 Hydrant Distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

Section 912; add Section 912.3.1 to read as follows:

912.3.1. All Fire Department Connections (FDC) will be 2½" female swivel outlets with National Standard Thread (NST) and caps. All FDC's will have a visible sign as required in Section 912.

Section 1004.9; add Section 1004.9.1 to read as follows:

1004.9.1 Temporary Closure. When the fire code official determines any building or other structure is in violation of the posted occupancy capacity, they shall temporarily order the establishment closed, and may obtain the assistance of law enforcement agencies to enforce the order. The temporary closure of such a building or structure shall be limited to a period of time sufficient to evacuate the building and count the total number of occupants therein (including employees), and to reduce the actual number of occupants to constitute compliance with the building and fire codes.

Section 1031.2; change to read as follows:

1031.2 Reliability. Required *exit accesses, exits, and exit discharges* shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency ~~where the building area served by the means of egress is occupied~~. An *exit or exit passageway* shall not be used for any purpose that interferes with a means of egress.

Section 1103.3; add sentence to end of paragraph as follows:

Provide emergency signage as required by Section 606.3.

Section 1103.5.3; change to read as follows:

Insert Date By Which Sprinkler System Must Be Installed: 24 months from date of written notification from the fire code official.

Section 1103.5; add Section 1103.5.5 to read as follows:

1103.5.5 Spray Booths and Rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

Section 1103.7; add Section 1103.7.7 and 1103.7.7.1 to read as follows:

1103.7.7 Fire Alarm System Design Standards. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1103.7.7.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.

Section 2304.1; change to read as follows:

2304.1 Supervision of Dispensing. The dispensing of fuel at motor fuel-dispensing facilities shall be conducted ~~by a qualified attendant or shall be under the supervision of a qualified attendant at all times or shall be in accordance with Section 2204.3.~~ the following:

1. Conducted by a qualified attendant; and/or,
2. Under the supervision of a qualified attendant; and/or
3. At an unattended self-service facility in accordance with Section 2304.3.

At any time, the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

Section 5601.1.3; change to read as follows:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. When approved for fireworks displays, storage, and handling of fireworks as allowed in Section 5604 and 5608.
2. Manufacture, assembly, and testing of fireworks as allowed in Section 5605.
- ~~3.2. The use of fireworks for approved fireworks displays as allowed in Section 5608.~~
- ~~4. The possession, storage, sale... {Delete remainder of text.}~~

Section 5601.1.3; add paragraph at end to read as follows:

5601.1.3. Except as herein provided, it shall be unlawful for any person to possess, store, offer for sale, sell at retail, or use or explode any fireworks within the corporate limits of, or within 5,000 feet of the city limits. The presence of any fireworks as defined in Chapter 56 of this code within the jurisdiction of the city, and within 5,000 feet of the city limits, without appropriate license and permit, is hereby declared to be a public nuisance.

Section 5704.2.9.6.1; change to read as follows:

Jurisdiction to Specify: Includes designated downtown Fire Limits

Section 5704.2.11.4.2; change to read as follows:

5704.2.11.4.2 Leak Detection. Underground storage tank systems shall be provided with an *approved* method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

Section 5706.2.4.4; change to read as follows:

Jurisdiction to Specify: Includes designated downtown Fire Limits

Section 5806.2; change to read as follows:

Jurisdiction to Specify: Includes designated downtown Fire Limits

Section 6104.2; change to read as follows:

Jurisdiction to Specify: Includes designated downtown Fire Limits

Section 6104; add Section 6104.2.1, thru Section 6104.2.3 to read as follows:

6104.2.1. All persons who reside in areas within the city which are served by the company providing natural gas service, may as an option have liquified petroleum gas service only if such installations are underground.

6104.2.2. No equipment using liquified petroleum gases shall be permitted within the established fire limits of the city.

6104.2.3. Equipment used for the purpose of storing wholesale quantities of such gases within the city for the specific purpose of resale to the general public, shall meet all requirements as outlined in Chapter 61, 2018 International Fire Code, Liquefied Petroleum Gases.

Section 6107.4 and 6109.13; change to read as follows:

6107.4 Protecting Containers from Vehicles. Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators, and piping shall be protected in accordance with NFPA 58 Section 312.

6109.13 Protection of Containers. LP-gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4.

Exception: ~~Vehicle impact protection shall not be required for protection of LP-gas containers where the containers are kept in lockable, ventilated cabinets of metal construction.~~

**{Applicable to those jurisdictions adopting Appendix B}
Table B105.2; change footnote a. to read as follows:**

a. The reduced fire-flow shall be not less than 4,000 1,500 gallons per minute.

Sec. 20-05 – Adopted amendments to the 2018 Life Safety Code

The following sections, paragraphs, and sentences of the 2018 Life Safety Code are hereby amended as follows: Standard type is text from the Life Safety Code. Underlined type is text inserted. Lined through type is deleted text from Life Safety Code.

Sec. 4.6.4.1, shall be amended to read as follows:

Section 4.6.4.1. Rehabilitation projects in historic buildings ~~shall~~ may comply with the provisions of Chapter 43.

Sec. 12.3.5, is hereby amended to add Section 12.3.5.5 as follows:

12.3.5.5, Existing Assemblies shall not be made to comply unless modifications are made to the existing building which in the opinion of the Fire Code Official constitutes a threat to Life Safety.

Sec. 24.3.5 is hereby amended to add Section 24.3.5.1.1:

24.3.5.1.1, A requirement of this state or of an ordinance or order of a political subdivision that an automatic fire sprinkler system be installed in a new one-family or two-family dwelling may not be enforced with respect to a dwelling under 7,500 square feet in size. A prospective owner of a one or two-family dwelling under 7,500 square feet in size in a jurisdiction in which an automatic fire sprinkler system would otherwise be required to be installed in the home may choose whether or not to have the system installed. A builder in a jurisdiction in which an automatic fire sprinkler system is required to be installed in any new one-family or two-family dwelling shall offer a person with whom the builder contracts for the construction of a new one-family or two-family dwelling under 7,500 square feet in size the option of installing an approved automatic fire sprinkler system in accordance with the International Residential Code applicable to the construction under V.T.C.A., Property Code § 430.001.

ARTICLE III. – RESERVED

Secs. 20-06—20-89. - Reserved.

All other Articles and Sections below are unchanged.

ARTICLE IV. - HAZARDOUS MATERIALS SPILLS

ARTICLE V. - OUTDOOR BURNING

II. 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 or applicable state law

III. Repealer: All other ordinances, section, 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: The City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

V. It is hereby officially found and determined that the meeting at which this ordinance was passed was open in the public as required by law.

VI. 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 or any other portion, provision or regulation.

VII. Effective Date: That this ordinance shall become effective thirty (30) days after passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE _____ DAY OF _____, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney

Chapter 20 - FIRE PREVENTION AND PROTECTION^[1]

Footnotes:

--- (1) ---

Cross reference— Fire protection regulations at airport, § 4-85; buildings and building regulations, ch. 12; fire limits, § 12-29; emergency management, ch. 16; fire safety standards in manufactured home parks, § 34-241 et seq.; fires in parks, § 40-61; following fire apparatus or ambulance, § 56-413.

State Law reference— Municipal fire protection, V.T.C.A., Local Government Code ch. 342.

ARTICLE I. - IN GENERAL

Sec. 20-1. - Fire marshal.

- (a) The fire marshal shall be appointed and removed by the fire chief, with the approval of the city manager. The state fire marshal office or other qualified contract person shall be used in the absence of a fire marshal.

(Code 1966, §§ 11-21, 11-32; Code 1982, § 9-1; Ord. No. 87-15, § 1, 9-28-87; Ord. No. 00-15, § I, 7-18-00; Ord. No. 02-48, § I, 11-19-02; Ord. No. 2017-31, § I, 9-5-17)

Sec. 20-2. - Arson reward.

- (a) The mayor of the city is hereby required, authorized and empowered to offer a reward of not less than \$1,000.00, payable to the person or persons who shall be responsible for the arrest and conviction of any person committing in the city the crime of arson as the same is now defined by the state penal code.
- (b) Whenever the mayor shall be informed that any fire occurring in said city was of an incendiary origin, he shall call for a report on the same by the city fire marshal, and if the marshal shall report that such fire was caused by the commission of the crime of arson, it shall become the duty of the mayor to offer the reward prescribed in subsection (a) of this section, which reward shall be in the form of a proclamation duly issued by the mayor under his official signature and attested by the seal of the city, and which shall be posted upon conspicuous places, one of which shall be the city hall in accordance with the regulations of the state insurance department.
- (c) Upon information being given by any person causing the arrest and conviction of any person guilty of the specific crime of arson, and upon the final conviction of such person, the person giving such information shall be entitled to receive the reward offered in subsection (a) of this section from the city.

(Code 1966, §§ 11-8—11-10; Code 1982, § 9-2; Ord. No. 90-04, pt. 1, 3-6-90)

Sec. 20-3. - Duty to investigate fires.

Section 104.10, International Fire Code, 2015 Edition, shall be adopted by reference as written.

(Ord. No. 00-15, § I, 7-18-00; Ord. No. 02-48, § I, 11-19-02; Ord. No. 2017-31, § I, 9-5-17)

Sec. 20-4. - Powers and duty of fire marshal.

Section 104.1, International Fire Code, 2015 Edition, shall be amended as follows.

The Code Official of the City of Lockhart shall have all powers enumerated by the International Fire Code, 2015 Edition as existing or as subsequently amended, so long as those powers enumerated in the International Fire Code do not conflict with the laws of the United States, or the State of Texas, or with ordinances passed by the City Council of the City of Lockhart.

Section 110, International Fire Code, shall be adopted by reference as written.

(Ord. No. 00-15, § I, 7-18-00; Ord. No. 02-48, § I, 11-19-02; Ord. No. 06-20, § I, 5-2-06; Ord. No. 2013-22, § I, 7-16-13; Ord. No. 2017-31, § I, 9-5-17)

Sec. 20-5. - Inspection of premises, removal or repair of dangerous conditions.

Section 106, International Fire Code, 2015 Edition, shall be adopted by reference as written.

(Ord. No. 00-15, § I, 7-18-00; Ord. No. 02-48, § I, 11-19-02; Ord. No. 2017-31, § I, 9-5-17)

Sec. 20-6. - Unlawful to maintain fire hazards.

Section 110, International Fire Code, shall be adopted by reference as written.

(Ord. No. 00-15, § I, 7-18-00; Ord. No. 02-48, § I, 11-19-02)

Sec. 20-7. - Fire code board of appeals.

Section 108 together with Appendix A, International Fire Code, 2015 Edition, Board of Appeals shall be adopted by reference with the below amendments:

Section 108.1 Board of appeals established shall be amended to add the following sentence at the beginning of that section.

The Construction Boards of Appeals shall serve as the Fire Code of Appeals.

Section 108.3 Qualifications shall be amended to read as follows:

Section 108.3 Qualifications and Appeal of Decisions. Board members shall be qualified to examine the fire code and to make decisions as to the validity of interpretations of the fire code by the fire code official, but shall not have the authority to waive fire code requirements. Any appeal to the decision of the Fire Code Board of Appeals shall be to City Council in writing addressed to the City Secretary within ten (10) days of such decision by the Board of Appeals. The appeal shall appear as a City Council agenda item within a reasonable time frame of such notice of appeal. The City Council shall decide the validity of the interpretation by the fire code official of the fire code issues being appealed, but shall not have the authority to waive fire code requirements except as may be duly amended by ordinance.

(Ord. No. 00-36, § I, 11-21-00; Ord. No. 02-48, § I, 11-19-02; Ord. No. 2010-08, § I, 2-16-10; Ord. No. 2017-31, § I, 9-5-17)

Secs. 20-8—20-30. - Reserved.

ARTICLE II. - FIRE PREVENTION CODE

Sec. 20-31. - Adopted; violations and penalties.

- (a) The International Fire Code, 2015 Edition, together with Appendices is adopted by reference, as hereafter amended and/or revised, to the same extent as though such code were copied at length herein, all as recommended by the International Code Council, and is designated as the fire prevention and protection code of the city, a copy of which is on file in the office of the Fire Code Official of the City of Lockhart Fire Department.
- (b) The Life Safety Code (NFPA 101), 2015 Edition, together with Annexes is adopted by reference, as hereafter amended and/or revised, to the same extent as though such code were copied at length herein, all as recommended by the National Fire Protection Association, and is designated as the life safety code of the city, a copy of which is on file in the office of the Fire Code Official of the City of Lockhart Fire Department.
- (c) Violations and penalties. Any person, firm, corporation, or agent who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed or continued, and upon conviction of any such violation such person shall be punished within the limits and as provided by state laws, and in accordance with section 1-8.
- (d) The provisions of this chapter are applicable within both the city limits and within 5,000 feet outside the city limits. The doing or performing of any act in violation of this chapter is additionally defined as a nuisance and hereby prohibited. The fire marshal shall enforce this chapter as it may be necessary to prevent and summarily abate and remove the nuisance in accordance with V.T.C.A., Local Government Code § 217.042. This subsection shall not apply within the corporate limits, limited purpose annexation areas, or extraterritorial jurisdiction (ETJ) of another municipality as defined in V.T.C.A., Local Government Code § 1.005.

(Code 1966, § 11-1; Code 1982, § 9-16; Ord. No. 93-06, pt. 1, 7-6-93; Ord. No. 94-04, pt. 1, 2-15-94; Ord. No. 00-15, § I, 7-18-00; Ord. No. 02-48, § I, 11-19-02; Ord. No. 06-20, § I, 5-2-06; Ord. No. 2013-22, § I, 7-16-13; Ord. No. 2017-31, § I, 9-5-17)

Sec. 20-32. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

As the fire hose is laid of the truck means the distance along the route the fire truck will travel from the principal entrance(s) of the structure (the driveway entrance to the property for buildings within 150 feet of a public right-of-way) to the nearest fire hydrant. The total distance shall include the radial distance from said entrance and may utilize public and private streets, approved fire lanes and/or drive access ways, parking lot lanes and other access roadways, but in no case shall the truck travel route be measured across grass, wooded or landscaped areas, over curbs, through fences or ditches.

Code official meaning the fire chief, fire marshal, code enforcement officer, or other designated authority charged by the applicable governing body with the duties of administration and enforcement of the code, or a duly authorized representative, shall be removed.

Fire apparatus access road means a road that provides fire apparatus access from a fire station to a facility, building, or portion thereof. This is a general term inclusive of all other terms such as fire lane, public street, private street, parking lot lane and access roadway.

Reference: Chapter 2, International Fire Code, 2000, Edition.

Fire chief means the chief officer of the fire department serving the jurisdiction, or a duly authorized representative.

Reference: Chapter 2, International Fire Code, 2000, Edition.

Fire code official means the fire chief, fire marshal, code enforcement officer, or other designated authority charged by the applicable governing body with the duties of administration and enforcement of the code, or a duly authorized representative.

Fire lane means a road or other passageway developed to allow the passage of fire apparatus. The fire lane is not necessarily intended for vehicular traffic other than fire apparatus. It shall also mean the area of the surface of a parking facility including curbing, having a minimum unobstructed width of not less than twenty (20) feet, and located at points of egress and ingress of any building adjacent to a parking facility.

Municipality means the City of Lockhart, Texas.

Parking facility means a private property adjacent to (front, sides and rear) and usable for vehicular parking by customers of any building.

Parking facility owner shall mean the owner or lessee of a parking facility if such owner or lessee is operating a business located in a building the entrances (front, rear and sides) are adjacent to the parking facility.

(Code 1966, §§ 11-1.1, 11-2, 11-3; Code 1982, § 9-17; Ord. No. 00-15, § I, 7-18-00; Ord. No. 02-48, § I, 11-19-02; Ord. No. 06-20, § I, 5-2-06; Ord. No. 2013-22, § I, 7-16-13; Ord. No. 2017-31, § I, 9-5-17)

Cross reference— Definitions generally, § 1-2.

Sec. 20-33. - Fire hazard prohibited.

Sec. 308.3.1, International Fire Code, Open Flame Cooking Devices, shall be adopted by reference as written.

Section 307.5, International Fire Code, 2000 Edition, Open Flame Cooking Devices, shall be removed.

(Ord. No. 94-04, pt. 2, 2-15-94; Code 1982, § 9-18; Ord. No. 02-48, § I, 11-19-02; Ord. No. 06-20, § I, 5-2-06; Ord. No. 2013-22, § I, 7-16-13)

Sec. 20-34. - International Fire Code amendments.

Section 107.5. Rendering equipment inoperable.

- (a) Portable or fixed fire-extinguishing systems or devices and fire-warning systems shall not be rendered inoperative or inaccessible except as necessary during emergencies, maintenance, repairs, alterations, drills or prescribed testing.
- (b) No fire protection system may be taken out of service or allowed to remain out of service beyond normal working hours without the prior approval of the fire code official. The fire code official shall be notified prior to any fire sprinkler or standpipe system being temporarily or permanently removed from service. No operation protected by a fire suppression system may be used or operated while the fire suppression system is out of service.

Sec. 108, International Fire Codes, Board of Appeals, together with Appendix A, shall be adopted by reference as written except as provided in Section 20-7 of the Code of Ordinances.

Section 111.4 is amended to read as follows:

Section 111.4. Failure to comply. Any person who continues work after having been served with a stop work order, except such work the Fire Code Official has directed to be performed to remedy a violation or unsafe condition, shall be liable for a fine not to exceed \$2,000.00. Each day that a violation continues after notice of violation has been served shall be deemed a separate offense.

Sec. 304, International Fire Code, Combustible Waste Material, shall be adopted by reference as written.

Section 403 is amended by adding the following:

Section 403.2.2. Enforceability. The public safety plan, as described in 403.2 and approved by the Fire Code Official, shall be complied with and is enforceable under provisions of this code. Any violation of the plan shall be punishable by a fine of at least \$500.00.

Sec. 503, International Fire Code, Fire Apparatus Access Roads, Secs. 503.1; 503.1.1; 503.1.2; 503.1.3; and Appendix D, shall be adopted by reference as written.

Sec. 503, International Fire Code, Fire Apparatus Access Roads, (Fire Lanes), Sections 503.2; 503.2.1; 503.2.2; 503.2.3; 503.2.4; 503.2.5; 503.2.6; 503.2.7; 503.3; 503.4; 503.5; 503.5.1; 503.6. Appendix D, and Texas Transportation Code Subchapter B, Unauthorized Vehicles, Section 684.011, and Subchapter G, Stopping, Standing and Parking, Section, 545.302, shall be adopted by reference as written.

Sec. 503.3, International Fire Code, Marking, shall have new sections added to read as follows:

Sec. 503.3.1 Marking of Fire Lanes (No Curb Areas).

In areas where fire lanes are required but no continuous curb is available, the following method will be used to mark the fire lanes.

From the point the fire lane begins to the point at which the fire lane ends, including the area of the parking surface behind designated parking spaces which adjoin a fire lane, there shall be marked a continuous eight (8") inch red stripe with the wording "FIRE LANE — TOW AWAY ZONE" in white letters at least three inches tall at intervals not exceeding fifty (50') feet.

Sec. 503.3, International Fire Code, Marking, shall have a new section added to read as follows:

Sec. 503.3.2 Destruction of Fire Lane or Tow Away Signs.

"It is hereby unlawful for any person, without lawful authority to alter, destroy, deface, injure, knock down, or remove any sign designating a fire lane or tow away zone erected under the terms of this code, or to deface a curb marking in any manner".

Section 503 is amended to add as follows: (Applies to buildings under construction).

Section 503.4.2 Required access. Approved vehicle access for fire fighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 50 feet of temporary or permanent fire department connections. Vehicle access shall be provided to within 150 feet of all portions of the exterior wall of the first story of each building prior to the erection of combustible material within that building. Vehicle access shall be provided by either temporary or permanent roads capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.

Section 503.6 is amended by adding the following to read as follows:

Section 503.6.1 Gates. All gates that obstruct emergency access roads or drives, whether on public or private property, must be permitted by the Fire Code Official. All gates or obstructions must comply with written installation standards and maintenance requirements as set forth by the Fire Code Official.

Section 503.6.2 Access. All gates that have access codes, locks, key controls, or other obstructions shall be maintained in an operable condition so that they can be opened by the fire department or other

emergency service when needed. Failure to maintain these gates in an operable condition may result in the imposition of a fine and/or revocation of the gate permit.

Sec. 505, International Fire Code, Premises Identification, shall be adopted by reference as written.

Sec. 505, International Fire Code, Premises Identification (Addresses), shall be amended by adding new Sections 505.1.2; and 505.1.3 to read as follows:

Sec. 505.1.2 Addresses for Multiple Building Complexes.

For the purposes of life safety protection, approved building numbers shall be required for all new/existing building complexes composed of multiple structures so that the number is plainly visible and legible from the parking surface roadway after upon entering the complex. Arabic numerals or Alphabet letters on individual buildings shall not be smaller than twelve (12") inches, and shall be in contrasting colors to the background to which they are attached. Signs are also to be affixed to the exterior of each building denoting the individual unit numbers and/or letters assigned to each building, or side of a building within the complex. Numbers and/or letters are to be a minimum of four (4") inches in height. All residential structures which provide for rear vehicular access from a dedicated public street and/or alleyway shall conspicuously post the designated number so that it is visible from the alleyway.

Sec. 505.1.3 Responsibility to Maintain Addresses.

It shall be the responsibility of the person in charge or owner of the premises to maintain all numbers and/or letters required under the provisions of this ordinance.

Section 506 is amended by adding the following subsection to read as follows:

Section 506.3. Location. Lock boxes approved by the Fire Code Official shall be installed in all new buildings that have fire sprinkler systems, alarm systems, or other fire protection systems that are connected to an alarm service.

Section 507.1 is amended to read as follows: (Applies to buildings under construction).

Section 507.1.1. When required. Water supply complying with Section 507 shall be provided within 500 feet of all portions of the exterior wall of the first story of each building prior to the erection of combustible material for that building.

Section 507.2.1 is amended to read as follows:

Section 507.2.1. Private fire service mains. Private fire service mains and appurtenances shall be installed in accordance with NFPA 24 and local jurisdiction construction standards.

Section 507.3 is amended to read as follows:

Section 507.3. Fire flow. The purpose of this section is to provide direction for the design and installation of fire service and water utilities. This section shall be used in conjunction with all other adopted and referenced codes and standards. If this section conflicts with other codes or standards, the most restrictive shall apply.

507.3.1. Definitions. For the purposes of this section, the following words shall have the meanings shown herein:

Commercial means the use of a building or structure for commercial operations including, but not limited to, hotels, motels, apartments, and dwellings excluding one- and two-family dwellings.

Residential means a one- or two-family dwelling.

507.3.2. Fire flows required.

- (a) Every fire hydrant shall be capable of providing a minimum flow of 500 gpm in areas used for residential and 1,500 gpm in areas used for commercial or industrial.
- (b) Fire hydrant flows determined by the Insurance Services Organization's (ISO) Fire Suppression Rating Schedule shall be provided for all new buildings and changes of occupancy classification in existing buildings. Calculations are in Appendix B.
- (c) Fire hydrant flows for buildings provided with fire sprinkler systems shall either meet the requirements of subsection (b) or not be less than the required flow of the sprinkler system plus 500 gpm.
- (d) The flow requirements listed in this section shall be met with a minimum of 20 pounds per square inch residual. This residual must be maintained in residential, commercial, and industrial areas. Flow in residential areas is to be calculated at 1.5 gpm per living unit.
- (e) If the Fire Code Official determines that an occupancy is of a hazardous nature, or if special hazards exist in addition to the normal hazard of the occupancy, section 901 of the International Fire Code, 2009 Edition shall apply.

Section 507.5 is amended to read as follows:

Section 507.5. Fire hydrant systems.

- (a) A fire hydrant is an approved national standard three-way hydrant connected to six-inch or larger water mains.
- (b) A two-way hydrant is not recognized unless it was installed before January 1, 1985, or it was installed in conjunction with nationally approved sprinkler systems.
- (c) Fire hydrants shall conform to the latest version of the AWWA Standard for Dry Barrel Fire Hydrants.
- (d) Fire hydrants shall have one, 4.5 inch steamer and two, 2.5 inch side connections with National Standard threads. The centerline of the steamer connection shall be a minimum of 18 inches above the ground surface.
- (e) Hydrants must be located so that no portion of any new structure is more than 500 feet, as the hose lies, on accessible approved roadways.
- (f) Hydrants shall be spaced no less than every 500 feet in residentially zoned areas and no less than one every 300 feet in commercially and industrially zoned areas.
- (g) The City of Lockhart Water Department shall have the authority to develop and approve new fire hydrant installation methods and standards consistent with the application of this section.
- (h) Hydrants shall be installed in accordance with local jurisdiction construction standards.

Section 507.5.2 is amended by adding the following:

Section 507.5.2.1. Cost. The cost of maintaining fire hydrants on private property will be the burden of the occupant and/or owner of that property.

Section 507.5.3 is amended by adding the following:

Section 507.5.3.1. Water mains required.

- (a) Water mains shall be at least eight inches and large enough to supply the required fire flows. All developers shall provide an engineer certified computer model or hand calculation to the fire and engineering departments. The model or calculation shall indicate the minimum fire flows that will be met. Existing mains shall come into compliance with this requirement when they undergo major repairs or when the fire flow demands of new construction or new occupancy classifications in existing construction exceed the existing fire flows.
- (b) New eight-inch dead-end main more than 1,320 feet long must be looped.

- (c) New eight-inch looped main shall not exceed 2,500 feet, unless approved by the fire and engineering departments.
- (d) Any six-inch lead lines for hydrants cannot exceed 100 feet and, in no case, reduce the amount of required fire flow. Six-inch lines are not permitted for use as a utility line or fire line for fire hydrants for commercial structures.
- (e) Private fire service mains and water tanks shall be periodically inspected, periodically tested, and maintained in accordance with NFPA 25. Reports for the inspection or test shall be on a form as specified by the fire code official.

Section 507.5.4 is amended to read as follows:

Section 507.5.4. Obstruction. Posts, fences, vehicles, growth, trash, storage, and other materials or objects shall neither be placed within five feet of nor kept near fire hydrants, fire department inlet connections, or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. No person shall place or maintain an obstruction near fire protection equipment or a fire hydrant so that the fire department is deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

Section 507.5.5 is amended to read as follows:

Section 507.5.5. Clear space around hydrants. A 5-foot clear space shall be maintained around the circumference of fire hydrants except as otherwise required or approved.

Section 507 is amended by adding the following:

Section 507.5.7. Marking. The location of all fire hydrants shall be identified with a blue reflective road dot placed near the center of the roadway in front of the hydrant.

Sec. 508, International Fire Code, Fire Protection Water Supplies, together with Appendix B and C, and Texas Transportation Code, Subchapter G, Stopping, Standing and Parking, Section 545.302, shall be adopted by reference as written.

Exception 1 to Section 603.4 is amended to read as follows:

Exceptions:

1. Unvented fuel-fired heaters that are listed and approved for installation in one- and two-family dwellings may be used therein.

Section 604.2.14.3 is amended to read as follows:

Section 604.2.14.3. Emergency systems. Exit signs, exit illumination as required by Chapter 10, and elevator car lighting are classified as emergency systems and shall operate within 10 seconds of failure of the normal power supply for egress lighting and shall be capable of being transferred to the standby source.

Section 605.5.1 is amended to read as follows:

Section 605.5.1. Power supply. Extension cords shall be plugged directly into an approved receptacle and, except for approved multiplug extension cords, shall serve only one portable appliance.

Section 605.9 is amended to read as follows:

Section 605.9. Temporary wiring. Temporary wiring for electrical power and lighting installations is not allowed to exceed a period of 90 days. This includes decorative holiday lighting, carnivals and similar purposes. Temporary wiring methods shall meet the applicable provisions of the ICC International Electrical Code or National Electrical Code as adopted. Temporary wiring for construction purposes shall be removed at the end of construction.

Section 605 is amended by adding the following:

Section 605.11. Labels for disconnecting means. Each disconnecting means for each service feeder, or branch circuit shall be legibly marked to indicate its purpose at the point where it originates. Where the service feeder or branch is located on a building or other structure, a description of the device and address of the building must be prominently displayed utilizing a marking of sufficient durability to withstand the environment involved. A list of acceptable marking devices and labels can be obtained through the electric utility department.

Section 605 is amended by adding the following:

Section 605.13. Labels for disconnecting means. Each disconnecting means for each service feeder, or branch circuit shall be legibly marked to indicate its purpose at the point where it originates. Where the service feeder or branch is located on a building or other structure, a description of the device and address of the building must be prominently displayed utilizing a marking of sufficient durability to withstand the environment involved. A list of acceptable marking devices and labels can be obtained through the electric utility department.

Section 610.1 is amended to add as follows:

Section 601.1.1 Operations such as the warming of foods, cooking demonstrations, and similar operations that use solid flammables, butane, or other similar devices which do not pose an ignition hazard may be approved by the fire code official.

Section 807.4.3.2 is amended to read as follows: (Applies to Schools)

Section 807.4.3.2 Artwork. Flammable or combustible materials posted on walls shall be limited to not more than 20 percent of the wall area in corridors and not more than 50 percent of the wall area of each wall in classrooms. Artwork and teaching materials are not an exception to this requirement.

Section 807.4.4.2 is amended to read as follows: (Applies to Day-Care facilities)

Section 807.4.4.2 Artwork. Flammable or combustible materials posted on walls shall be limited to not more than 20 percent of the wall area in corridors and not more than 50 percent of the wall area of each wall in classrooms. Artwork and teaching materials are not an exception to this requirement.

Sec. 903, International Fire Code, Automatic Sprinkler Systems, shall be adopted by reference as written.

Section 903.1 is amended by adding the following:

Section 903.1.2. More restrictive section applies. Where fire sprinklers are required in other sections of this code, the most restrictive requirement will apply to methods of construction, installation, or other system requirements.

903.2.10 is amended to read as follows:

Section 903.2.10. Group S-2. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-2 occupancy where one of the following conditions exist:

1. Where a Group S-2 fire area exceeds 18,000 square feet; Exception: Open parking garages.
2. Where the fire area of an enclosed parking garage exceeds 12,000 square feet; or
3. Where enclosed parking garages are located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

Section 903.2 is amended by adding the following:

Section 903.2.13. Other occupancy classifications. An automatic sprinkler system shall be provided throughout all buildings classified as Group B with the exception of Group B ambulatory health care facilities, and Group F-2 having a fire area exceeding 15,000 square feet.

Section 903.2.14 is amended as follows:

Section 903.2.14. Additions and Expansions. Any building constructed after July 26, 2013, which with attached construction, alteration, or addition to an existing structure of any group that causes the structure to exceed 15,000 sq. ft. For purposes of this section, an automatic fire sprinkler system is to be installed in the non-conforming or existing structure in addition to the new construction area.

Section 903.2.16. International Fire Code, 2000 Edition, Chapter 9, Fire Protection Systems, (Existing Buildings), shall be removed.

Section 903.3.1.2 is amended by adding the following:

Section 903.3.1.2.3. Exterior closets. Sprinkler protection shall be provided in closets (regardless of size) that are accessible from the exterior of the building.

Sec. 906, International Fire Code, Portable Fire Extinguishers, shall be adopted by reference as written.

Section 906.3.1.2.1 is added.

Section 906.3.1.2.1 Fire Extinguishers minimum standards - Fire extinguishers are required for all multifamily dwellings new and existing.

- A. Outside - if fire extinguishers are located outside the individual unit(s), one shall be on each level (if a multi-level building). The maximum travel distance (the furthest point to reach the extinguisher) shall not exceed 75 feet. If this distance is exceeded, another extinguisher shall be provided. The size and type of these extinguishers shall be a minimum 2A-10BC (≈5 lb.).
- B. Inside - if fire extinguishers are located inside each unit, only one 1A-5BC (≈2½ lb.) is required.
 - 1. When mounting extinguishers, they must be no less than 4 inches from the floor, nor higher than 5 feet from the ground. The recommended height is about 3½ feet, measured to the top of the extinguisher. If located outside, an approved container is required.
 - 2. The property owner shall be responsible for the inspection, maintenance, and recharging or refilling of the extinguishers located on their property. Units shall be mounted per NFPA standards. This inspection and maintenance shall be completed each year by a trained licensed technician.
- C. *Exception* - The above requirements can be met by installation according to NFPA 10 adopted addition.

Section 907.2.6.1.1 is amended by adding the following:

Where more than one smoke alarm is required to be installed in an existing dwelling unit, existing units interconnection is required based the year of the original installation. In occupancies where new fire alarms are being installed based on code required upgrades or to new building code standards, they must meet interconnectivity standards in the residential and building codes respectively.

Sec. 1003, International Fire Code, 2015 Edition, General Means of Egress. Sections 1003.2.2.5.1; and 1003.2.2.5.2 shall be removed.

Section 1404.7 is amended to read as follows:

Section 1404.7. Electrical. Temporary wiring for electrical power and lighting installations used in connection with the construction, alteration or demolition of buildings, structures, equipment or similar activities shall comply with the Section 605.9 and NFPA 70.

Section 1410.1 is amended to read as follows: (Applies to buildings under construction)

Section 1410.1. Required access. Approved vehicle access for fire fighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 50 feet of temporary or permanent fire department connections. Vehicle access shall be provided to within 150 feet of all portions of the exterior wall of the first story of each building prior to the erection of combustible material within that building. Vehicle access shall be provided by either temporary or permanent roads capable of supporting

vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.

Section 1412.1 is amended to read as follows: (Applies to buildings under construction)

Section 1412.1. When required. Water supply complying with Section 507 shall be provided within 500 feet of all portions of the exterior wall of the first story of each building prior to the erection of combustible material for that building.

Section 2404.15.4 is amended to read as follows:

Section 2404.15.4. Operations such as the warming of foods, cooking demonstrations, and similar operations that use solid flammables, butane, or other similar devices which do not pose an ignition hazard may be approved by the fire code official.

Section 3301.2.4 is amended to read as follows: (Applies to Explosives and Fireworks)

Section 301.2.4. Financial responsibility. Before a permit is issued, as required by Section 3301.2, the applicant shall file with the jurisdiction a corporate surety bond or a public liability insurance policy in such form, amount and coverage as determined by the jurisdiction to be adequate in each case, for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The fire code official is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

Section 3308 is amended by adding the following:

Section 3308.11. Retail display and sale. Fireworks shall not be displayed for retail sale nor made available to the public.

Appendix B is amended to read as follows:

Appendix B. Fire Flow Calculations

The following information is a summary and is provided to assist in understanding the required fire flow calculation method. Refer to the Insurance Services Organization's (ISO) Fire Suppression Rating Schedule for actual calculations. Where any question or discrepancy exists Fire Suppression Rating Schedule should be followed.

The ISO's method for calculation of fire flows consider the square footage, type of construction, type of occupancy, exposure, and communication of the building to be protected. The required fire flow ("F") is determined as follows where:

A = effective area

C = construction coefficient*

O = occupancy factor*

E = exposure factor*

M = communication factor*

F = required flow

$F = 18(O)(E)(M)(C)(\sqrt{A})$

The effective area is the sum of 100% of the ground floor and 50% of all additional floors. The final result is rounded to the nearest 250 gpm up to 2,500 gpm and to the nearest 500 gpm beyond 2,500 gpm.

*See the ISO Fire Suppression Rating Schedule for details on calculation.

Residential Construction

For one- and two-family dwellings not exceeding two stories in height, the following fire flows shall be used:

Distance between buildings	Required fire flow
Over 100 feet	500 gpm
31—100 feet	750 gpm
11—30 feet	1,000 gpm
10 feet or less	1,500 gpm

Commercial Construction

Maximum square footage by construction type and gpm fire flow (without modification for occupancy and exposures):

GPM	Fire Resistive	Non-Combustible	Ordinary	Frame
1,500	22,611	12,719	8,140	3,618
1,750	30,109	16,936	10,839	4,817
2,000	38,678	21,756	13,924	6,188
2,250	48,319	27,179	17,395	7,731
2,500	59,031	33,205	21,251	9,445
3,000	83,671	47,065	30,122	13,387
3,500	112,598	63,336	40,535	18,016
4,000	145,811	82,019	52,492	23,330
4,500	183,311	103,112	65,992	29,330

5,000	225,098	126,617	81,035	36,016
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The square footage is the total of 100% of the first floor and 50% of each additional floor up to and including the 4th floor.

Appendix D is amended to read as follows:

APPENDIX D. FIRE APPARATUS ACCESS ROADS

Section D101 General.

D101.1. Scope. Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the International Fire Code as adopted herein.

Section D102 Minimum specifications.

D102.1. Grade. Fire apparatus access roads shall not exceed 10 percent in grade.

Exception: Grades steeper than 10 percent as approved by the fire chief or designee.

D102.2. Turning radius. The minimum turning radius shall be determined by the Fire Code Official.

D102.3. Dead Ends. Dead-end fire apparatus access roads in excess of 150 feet shall be provided with width and turnaround provisions in accordance with Table D102.3.

D102.4. Access and Loading. Facilities, buildings, or portions of buildings hereinafter constructed shall be accessible to fire department apparatus by way of a fire apparatus access road with an asphalt, concrete, or other driving surface approved by the Fire Code Official which is capable of supporting the fire apparatus manufacturer's specifications, but not less than 75,000 pounds (34,050 kg.).

D103 Aerial Fire Apparatus Access Roads.

D103.1. Where required. Buildings or portions of buildings or facilities exceeding 30 feet (9,144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway.

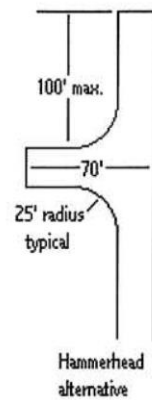
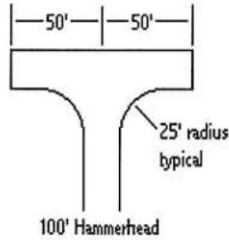
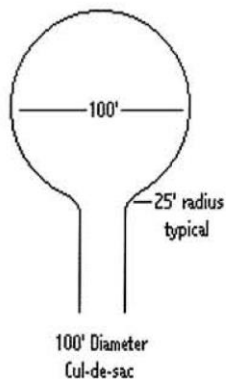
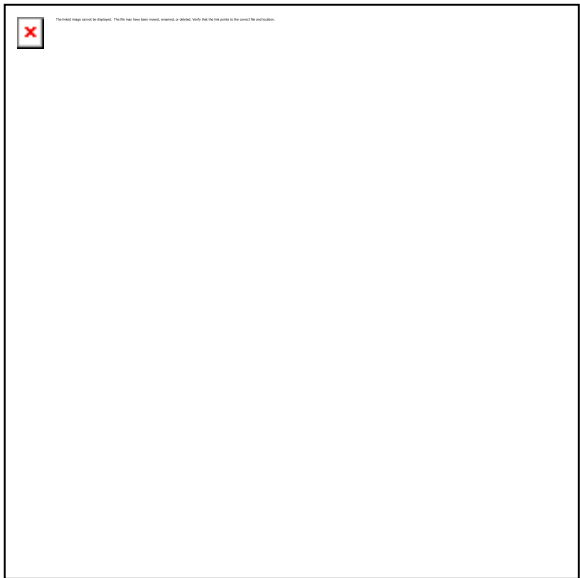
D105.2 Width. Fire apparatus access roads shall have a minimum unobstructed width of 26 feet (7,925 mm) in the immediate vicinity of any building or portion of building more than 30 feet (9,144 mm) in height.

D105.3. Proximity to building. At least one of the required access routes meeting this condition shall be located within a minimum of 15 feet (4,572 mm) and a maximum of 30 feet (9,144 mm) from the building, and shall be positioned parallel to one entire side of the building.

Table D102.3 Requirements for Dead-end Fire Apparatus Access Roads

Length (feet)	Width (feet)	Turnarounds required
0—150	20	None required
151—500	20	Shown in Figure D102.3
501—750	24	Shown in Figure D102.3
Over 750	Special approval required	

Figure D102.3 Dead-end Fire Apparatus Access Road Turnaround



Sec. 1004, International Fire Code, General Means of Egress, shall be amended by adding new Sections 1004.3.1; and 1004.3.2 to read as follows:

Sec. 1004.3.1.

Such sign shall read as follows: OCCUPANCY BY MORE THAN _____ PERSONS IS DANGEROUS AND UNLAWFUL.

It shall be unlawful to remove or deface this Notice.

Sec. 1004.3.2.

When the code official determines that any building or other structure is in violation of the posted capacity, he shall temporarily order the establishment closed, and may obtain the assistance of other law enforcement agencies to enforce his order. The temporary closure of such a building or structure shall be limited to a period of time sufficient to evacuate the building and count the total number of occupants therein (including employees), and to reduce the actual number of occupants to constitute compliance with the building and fire codes.

Chapter 29, International Fire Code, Combustible Fibers, shall be amended by adding a new Section 2903.4. (Agricultural Products) to read as follows:

- a. Storage of agricultural bales shall not be located within 25 feet to a structure or building;
- b. Storage of agricultural bales shall not be located within 25 feet to any property line, easement or right-of-way;
- c. Hay, straw or similar agricultural products stored in open fields or lots shall be stored in the following manner:
 1. Storage of agricultural bales shall be limited in stack or pile size where the dimensions are limited to no more than 7 feet in height, 12 feet in width, and 100 feet in length (8,400 cubic feet);
 2. Storage arrangements of stacks or piles shall be such where there is a separation of at least 25 feet between stacks or piles.
- d. Seed cotton, baled cotton, mote baled cotton, sisal, or similar agricultural products stored in open fields or lots shall be stored in the following manner:
 1. Storage of mote bale cotton shall be limited in stack or pile size where the dimensions are limited to no more than 8 feet in height, 8 feet in width, and 40 feet in length (2,560 cubic feet). Storage arrangements of stacks or piles shall be such where there is a separation of at least 10 feet between stacks or piles.
 2. Storage of module baled cotton shall be limited in stack or pile size where the height is limited to no more than 8 feet and the length is no more than 33 feet, and the storage arrangements of stacks or piles shall be such where there is a separation of at least 10 feet between stacks or piles.

Chapter 33, International Fire Code, Explosives and Fireworks shall be adopted by reference as written.

Chapter 33, International Fire Code, Explosives and Fireworks shall be amended by adding a new Section 3301.1.3.1, Fireworks (Restrictions), to read as follows:

"Except as herein provided, it shall be unlawful for any person to possess, store, offer for sale, sell at retail, or use or explode any fireworks within the corporate limits of, or within 5,000 feet of the city. The presence of any fireworks as defined in Sec. 3302 of this code within the jurisdiction of the city, and within 5,000 feet of the city limits, without appropriate license and permit, is hereby declared to be a public nuisance".

Chapter 33, International Fire Code; Explosives and Fireworks shall be amended under Section 3301.7 Fireworks (Seizure); to read as follows:

"The code official, and/or any peace officer commissioned by the city are directed to seize, take, remove, and cause to be removed at the expense of the owner, all stocks of fireworks offered for sale, stored, held or otherwise found in violation of this article".

"The code official, and/or any peace officer commissioned by the city shall have the authority to stop the transportation of any fireworks and detain the person found to be transporting illegally, or to close any building where any fireworks are stored illegally.

Chapter 33, International Fire Code, Explosives and Fireworks shall be amended by adding a new Section 3301.1.3.2 (Transportation), to read as follows:

Notwithstanding any penal provisions of this article, the city attorney is authorized to file suit on behalf of the city, code official, or commissioned peace officer, for such injunctive relief as may be necessary to prevent unlawful storage, transportation, keeping or use of fireworks within the jurisdiction of the city and to aid the code official and/or any peace officer commissioned by the city in the discharge of duties and to particularly prevent any person from interfering with the seizure and destruction of such illegal fireworks, but it shall not be necessary to obtain any such injunctive relief as a prerequisite to such seizure and destruction".

Chapter 34, International Fire Code, Flammable and Combustible Liquids, shall be adopted by reference as written.

Chapter 37 International Fire Code, Combustible Fibers, shall be amended by adding a new Section 3703.4.1. (Agricultural Products) to read as follows:

- a. Storage of agricultural bales shall not be located within 25 feet to a structure or building;
- b. Storage of agricultural bales shall not be located within 25 feet to any property line, easement or right-of-way;
- c. Hay, straw or similar agricultural products stored in open fields or lots shall be stored in the following manner:
 1. Storage of agricultural bales shall be limited in stack or pile size where the dimensions are limited to no more than 7 feet in height, 12 feet in width, and 100 feet in length (8,400 cubic feet);
 2. Storage arrangements of stacks or piles shall be such where there is a separation of at least 25 feet between stacks or piles.
- d. Seed cotton, baled cotton, mote baled cotton, sisal, or similar agricultural products stored in open fields or lots shall be stored in the following manner:
 1. Storage of mote bale cotton shall be limited in stack or pile size where the dimensions are limited to no more than 8 feet in height, 8 feet in width, and 40 feet in length (2,560 cubic feet). Storage arrangements of stacks or piles shall be such where there is a separation of at least 10 feet between stacks or piles.
 2. Storage of module baled cotton shall be limited in stack or pile size where the height is limited to no more than 8 feet and the length is no more than 33 feet, and the storage arrangements of stacks or piles shall be such where there is a separation of at least 10 feet between stacks or piles.

(Ord. No. 00-15, § I, 7-18-00; Ord. No. 00-36, § II, 11-21-00; Ord. No. 00-34, § I, 11-13-00; Ord. No. 02-48, § I, 11-19-02; Ord. No. 06-20, § I, 5-2-06; Ord. No. 08-01, § I, 2-5-08; Ord. No. 2010-08, § II, 2-16-10; Ord. No. 2013-22, § I, 7-16-13; Ord. No. 2017-31, § I, 9-5-17)

Sec. 20-35. - Life Safety Code amendments.

Sec. 4.6.4.1, Life Safety Code (NFPA 101) shall be amended to read "Rehabilitation projects in historic buildings may comply with the provisions of Chapter 43".

Sec. 12.3.5, Life Safety Code, NFPA 101), Existing Assembly Occupancies, Sprinkler Requirements, shall be removed as a reference is hereby amended to read as follows:

Sec. 12.3.5, Life Safety Code, NFPA 101), Existing Assemblies shall not be made to comply unless modifications are made to the existing building which in the opinion of the Fire Code Official constitutes a threat to Life Safety.

Sec. 24.1.3.2.1 Life Safety Code, (NFPA 101), One and Two Family Dwellings, is hereby amended to read as follows:

A requirement of this state or of an ordinance or order of a political subdivision that an automatic fire sprinkler system be installed in a new one-family or two-family dwelling may not be enforced with respect to a dwelling under 7,500 square feet in size.

A prospective owner of a one-family or two-family dwelling under 7,500 square feet in size in a jurisdiction in which an automatic fire sprinkler system would otherwise be required to be installed in the home may choose whether or not to have the system installed.

A builder in a jurisdiction in which an automatic fire sprinkler system is required to be installed in any new one-family or two-family dwelling shall offer a person with whom the builder contracts for the construction of a new one-family or two-family dwelling under 7,500 square feet in size the option of installing an approved automatic fire sprinkler system in accordance with the International Residential Code applicable to the construction under V.T.C.A., Property Code § 430.001.

(Ord. No. 06-20, § I, 5-2-06; Ord. No. 2013-22, § I, 7-16-13; Ord. No. 2017-30, §§ I, II, 8-15-17; Ord. No. 2017-31, § I, 9-5-17)

Secs. 20-36—20-60. - Reserved.

ARTICLE III. - LIQUEFIED PETROLEUM GAS^[2]

Footnotes:

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Cross reference— Liquefied petroleum gas system in manufactured home parks, § 34-143; storage and handling of liquefied petroleum gases in manufactured home parks, § 34-241.

State Law reference— Liquefied Petroleum Gas Code, V.T.C.A., Natural Resources Code § 113.001 et seq.

Sec. 20-61. - Definitions.

Sec. 5801.2 of the International Fire Code 2015 Edition shall be amended to include the following:

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Equipment shall mean and include all that equipment designed to use as a fuel any form of manufactured or liquefied petroleum gases.

Standard grade shall mean that grade of article which is accepted by dealers in such equipment and recognized as complying with all fire and life safety regulations.

Liquefied petroleum gas (LP—Gas) shall mean a material which is composed predominantly of the following hydrocarbons or mixtures of them: propane, propylene, butane (normal butane or isobutene) and butylenes.

Reference—Chapter 58 , Definitions, International Fire Code, 2015 Edition

(Code 1966, § 11-43; Code 1982, § 9-31; Ord. No. 02-48, § I, 11-19-02; Ord. No. 2017-31, § I, 9-5-17)

Cross reference— Definitions generally, § 1-2.

Sec. 20-62. - Piping, appliances; minimum standards.

All persons who may install or equip any residence, business, house, apartment house, or any other building located and situated within the city with any installation of equipment shall use in any such installation, whether for domestic or industrial use, only a standard grade of pipe or piping. All appliances used in connection with any such installation shall be a standard grade and type of equipment. Any system which uses any form of manufactured or liquefied petroleum gases must bear the label of approval or listing of the Underwriters' Laboratories, Inc.

(Code 1966, § 11-44; Code 1982, § 9-32)

Sec. 20-63. - Installation, use of equipment.

- (a) Any equipment shall be installed or repaired in a workman like manner which shall comply with the provisions of the Texas Liquefied Petroleum Gas Code (V.C.T.A., Natural Resources Code, 113.001 et seq.), International Fuel Gas Code, Chapter 38, Section 3803, International Fire Code, and NFPA 58, International Fire Code 2015 Edition.
- (b) When any equipment is installed, it shall not be placed in operation or used unless and until such installation has been approved by the city inspector.
- (c) Any person installing any equipment shall, upon requesting such inspection for approval, pay an inspection fee as established by ordinance or resolution for each piece of equipment, to cover cost of inspection.

(Code 1966, § 11-45; Code 1982, § 9-33; Ord. No. 02-48, § I, 11-19-02; Ord. No. 2017-31, § I, 9-5-17)

State Law reference— Liquefied Petroleum Gas Code, V.T.C.A., Natural Resources Code § 113.001 et seq.; rules and standards, V.T.C.A., Natural Resources Code § 113.051 et seq.

Sec. 20-64. - Storage, prohibited locations.

Sec. 6104.2 of the International Fire Code, 2015 Edition shall be amended to include Sec. 6104.2.1 as follows:

- (a) No equipment using liquefied petroleum gases shall be permitted within the established fire limits of the city.
- (b) Equipment used for the purposes of storing wholesale quantities of such gases within the city for the specific purposes of resale to the general public, shall meet all requirements as outlined in Chapter 58, 2015 International Fire Code, Liquefied Petroleum Gases.
- (c) All persons who reside in areas within the city that are served by the company providing natural gas service, may as an option have liquefied petroleum gas service only if such installations are underground.

(Code 1966, § 11-46; Code 1982, § 9-34; Ord. No. 02-48, § I, 11-19-02; Ord. No. 2017-31, § I, 9-5-17)

Sec. 20-65. - Construction, operation, inspection and maintenance of tank trucks and trailers.

- (a) All tank trucks and tank trailers used for the transportation of liquefied petroleum gases within the city shall be so constructed and operated so as to comply with the provisions of the Texas Liquefied Petroleum Gas Code (V.C.T.A., Natural Resources Code 113.001 et seq.), International Fuel Gas Code and NFPA 58.
- (b) Any person who shall operate or cause to be operated any such tank truck or tank trailer within the city shall keep such equipment in good condition at all times, and upon the development of any defect(s) that would create a hazard to persons or property, such tank truck or tank trailer shall be removed from the streets of the city until such defect(s) have been repaired or faulty equipment replaced. Any such tank trucks and tank trailers shall be subject to inspection by the proper authorities at any time.
- (c) Parking and garaging of tank trucks and/or tank trailers shall comply with all requirements as specified in Section 3811, International Fire Code, and NFPA 58.

(Code 1966, § 11-47; Code 1982, § 9-35; Ord. No. 02-48, § I, 11-19-02; Ord. No. 2017-31, § I, 9-5-17)

State Law reference— Liquefied Petroleum Gas Code, V.T.C.A., Natural Resources Code § 113.001 et seq.; motor vehicles and testing laboratories, V.T.C.A., Natural Resources Code § 113.131 et seq.

Sec. 20-66. - Treatment of gas for odor.

All liquefied petroleum gas sold within the city shall be treated with a malodorant in such quantities as required by state law to create an odor easily detected in case of leaks in piping or equipment.

(Code 1966, § 11-48; Code 1982, § 9-36)

State Law reference— Malodorants, Vernon's Ann. Civ. St. art. 6053, § 2.

Secs. 20-67—20-89. - Reserved.

ARTICLE IV. - HAZARDOUS MATERIALS SPILLS

Sec. 20-90. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Hazardous materials means any substance or materials in a quantity or form which, in the determination of the fire chief or his authorized representative, pose an unreasonable risk of life, health or safety of persons, property or the ecological balance of the environment, and shall include, but not be limited to, such substances as explosives, radioactive materials, petroleum products or gases, poisons, etiologic (biologic) agents, flammables and corrosives.

(Ord. No. 00-05, § I, 2-15-00)

Sec. 20-91. - Abatement, responsibility.

Any individual, agency, firm or party who accidentally, negligently, or intentionally causes or is responsible for a release or spill of hazardous material affecting property within the city or its extraterritorial jurisdiction, the "responsible party" shall be responsible for the abatement, control, capture and proper disposal of such hazardous material and for all associated costs. The remedy provided by this section shall be in addition to any other remedies provided by law. Such individual agency, firm or party will have the option to secure and hire a firm qualified to abate, control, capture and dispose of these substances or request city forces to handle the spill. City departments may proceed beyond containment provided it is specifically requested by the responsible party and provided that city personnel are properly trained to the appropriate certification level, provided with the proper resources necessary to control the incident and provide for lawful disposal. City costs will be computed as outlined in section 20-92.

(Ord. No. 00-05, § I, 2-15-00)

State Law reference— Extent of extraterritorial jurisdiction, V.C.T.A., Local Government Code § 42.021

Sec. 20-92. - Costs incurred by the city to control hazardous materials.

- (a) For purposes of this article, costs incurred by the fire, police, EMS and street departments and/or any other departments of the city, "recovery costs" shall include, but not be limited to, all actual out-of-pocket expenses attributable to the response, control, or abatement of any hazardous material incident, including costs of equipment operations and personnel, costs of materials utilized, meals for personnel involved in the incident, costs of specialists, medical expenses for exposures, injuries, or illnesses resulting from an incident, experts or other contract labor not in the full-time employment of the city, costs incurred by area fire departments requested through a mutual-aid agreement with the city, and any other incidental costs incurred by the city as a result of such incident. The following fee schedule may serve as a guideline for calculating expenses:

HAZMAT RECOVERY FEES

CATEGORY	DESCRIPTION	COST	UNIT
Operations	Incident Commander	\$ 50.00	per hour
	Engine, Pumper	\$ 500.00	per hour

	Rescue	\$ 400.00	per hour
	EMS Unit (Rehab)	\$ 150.00	per hour
	Police Patrol Vehicle	\$ 75.00	per hour
	Air Cascade System	\$ 75.00	per hour
	Incident Command Vehicle	\$ 200.00	per hour
	Fire Marshal's Vehicle	\$ 75.00	per hour
	Communications Dispatch Fee	\$ 75.00	per incident
	Administration Fee		15% of invoice total
PPE	Self-Contained Breathing Apparatus	\$ 75.00	per use
	Nomex Gloves	\$ 35.00	per use
	Structural Fire Fighting Gear (per person)	\$ 60.00	per use
	Highway Safety Vest	\$ 3.00	per use
	Nomex Jump Suit	\$ 30.00	per use
Supplies	Foam	\$ 50.00	per gal
	Portable Fire Extinguisher	\$ 50.00	per use
	Absorbent	\$ 15.00	per bag
	Sand Bags-Full	\$ 10.00	per bag
	Radiation Detector-Alpha	\$ 20.00	per use
	Tri-Gas Detector	\$ 25.00	per use
	Air Bag (each)	\$ 50.00	per use

	Barrier Tape	\$ 20.00	per roll
	Camera	\$ 10.00	per use
	Film	\$ 12.00	per roll
	Film (Compact Flash/Digital)	\$ 75.00	per cd
	Cell Phone	\$ 25.00	per use
	Generator (On Board or Portable)	\$ 50.00	per hour
	Incident Accountability	\$ 10.00	per use
	Portable Lighting	\$ 15.00	per use
	Portable Radio	\$ 5.00	per use
	Traffic Cones	\$ 1.00	per use
	Traffic Control Point	\$ 15.00	per hour
	Extrication Tool	\$ 100.00	each
	Salvage Covers	\$ 25.00	each
	Thermal Imaging Camera	\$ 200.00	per incident
	PPV Fan	\$ 50.00	per hour
Personnel	Police (Traffic Control and Overtime)	Current Salary	
	Firefighters (Off-Duty Personnel Used)	Current Salary	
	EMS Personnel (Off-Duty Personnel Used)	Current Salary	

- (b) Equipment damaged or destroyed during a call. Should fire department equipment be damaged or destroyed during the course of responding to an emergency incident which is the result of an accidental, careless, negligent, or intentional act, the person responsible for the spill or emergency

incident shall be responsible for the costs of repair or current replacement cost of any such damaged or destroyed equipment, and shall be billed accordingly.

(Ord. No. 00-05, § I, 2-15-00; Ord. No. 07-25, § I, 7-17-07)

Sec. 20-93. - Services not related to hazardous materials control.

The authority to recover costs under this article shall not include actual fire suppression, rescue, medial services, etc., which are normally or usually provided by the fire, police, EMS, street and/or other city departments and are unrelated to a particular hazardous materials incident.

(Ord. No. 00-05, § I, 2-15-00)

Sec. 20-94. - Recovery costs to be placed in the general fund.

For the purposes of this article, recovery costs under this article incurred by the fire, police, EMS, street and/or other city departments shall be placed in the general fund of the city.

(Ord. No. 00-05, § I, 2-15-00)

Sec. 20-95. - Enforcement.

- (a) Any responsible party violating any provision of this article, shall be guilty of a misdemeanor. Prosecution or conviction under this provision shall never be a bar to any other remedy or relief for violation of this article.
- (b) Any violation of this article is hereby declared to public nuisance, and the council may institute any action which may be deemed necessary to restrain or abate such violation.

(Ord. No. 00-05, § I, 2-15-00)

Secs. 20-96—20-100. - Reserved.

ARTICLE V. - OUTDOOR BURNING

Sec. 20-101. - Outdoor burning.

- (a) *Purpose.* This section is adopted pursuant to regulations adopted by the Texas Commission on Environmental Quality (TCEQ) under the provisions of the Texas Clean Air Act (V.T.C.A., Health and Safety Code § 382.001 et seq.), which grant to cities certain powers to enact and enforce ordinances regulating air contaminants and air pollution, and is further adopted to promote fire prevention within the city.
- (b) *Burning prohibited.* No person shall burn or cause to be burned any grass, trash, garbage, junk, rubble, rubbish, or waste within the city.

(Ord. No. 06-43, § I, 12-5-06)

Sec. 20-102. - Definitions.

For the purpose of this section, the following definitions shall apply:

Brush means cuttings or trimmings from trees, shrubs, gardens or lawns, or similar materials.

Combustible material means magazines, books, brush, pasteboard boxes, rags, paper, straw, sawdust, packing material, shavings, boxes and all rubbish and refuse that will ignite through contact with flames of ordinary temperatures.

Combustible unit means any boiler plant, furnace, incinerator, domestic fireplace, flare, engine or other device used to oxidize solid, liquid or gaseous fuels.

Domestic waste means waste normally resulting from the function of life within a residence that can be burned include such things as kitchen garbage, untreated lumber, cardboard boxes, packaging (including plastics and rubber), clothing, grass, leaves, and branch trimmings.

Garbage means animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods and shall include all putrescent wastes, including vegetables, animal and poultry offal, and carcasses of small animals and dead fowls, and shall include all substances from all public and private establishments and from all residences.

Junk includes junked automobiles, used automobile tires and damaged or used household furnishings, as well as, non-wood construction debris, furniture, carpet, electrical wire, and appliances.

Outdoor burning means any fire or smoke producing process that is not conducted in a combustion unit.

Person means any individual, corporation, organization, partnership, business trust, association or any other legal entity.

Practical alternative means an economically, technologically, ecologically and logistically viable option. Practical alternatives may include recycling, composting, mechanical chipping or mulching, landfilling, logging, or using a state registered forced air burner system or air curtain destructor.

Property development means the uprooting, cutting or clearing of vegetation in connection with conversion for the construction of buildings, rights-of-way, residential, commercial, or industrial development, or the clearing of vegetation to enhance property value, access or production.

Residential area includes two or more occupied dwellings or buildings located within 100 feet of each other.

Rubbish means nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, food, excelsior, furniture, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

Rubble includes debris resulting from construction, reconstruction or repair of buildings, and includes all waste building materials.

Solid waste means garbage, rubbish, combustible materials, ashes, street cleanings, dead animals, abandoned automobiles, and all other solid waste.

Structure containing sensitive receptor(s) means a manmade structure utilized for human residence or business, the containment of livestock, or the housing of sensitive live vegetation. The term "manmade structure" does not include such things as range fences, roads, bridges, hunting blinds or facilities used solely for the storage of hay or other livestock feeds. The term "sensitive live vegetation" is defined as vegetation that has potential to be damaged by smoke and heat, examples of which include, but are not limited to, nursery production, mushroom cultivation, pharmaceutical plant production, or laboratory experiments involving plants.

Sunrise and Sunset means the times when the upper edge of the disk of the Sun is on the horizon, considered unobstructed relative to the location of interest. Atmospheric conditions are assumed to be average, and the location is in a level region on the Earth's surface.

Uncontrolled outdoor burning means any outdoor burning that is not conducted pursuant to an exemption provided in this article.

(Ord. No. 06-43, § I, 12-5-06)

Sec. 20-103. - Declaration of nuisance.

Uncontrolled outdoor burning of rubbish, garbage, brush, combustible materials and all other solid waste within the city limits is hereby declared to be and within 5,000 feet of the city limits is a nuisance that creates conditions that are detrimental to the lives, health and property of the citizens of the city and interferes with the enjoyment of property and the public peace and comfort.

(Ord. No. 06-43, § I, 12-5-06)

Sec. 20-104. - Uncontrolled outdoor burning prohibited.

No person may cause, suffer, allow or permit any uncontrolled outdoor burning of rubbish, garbage, brush, combustible materials or solid waste within the city limits or within 5,000 feet of the city limits.

Exceptions. The provisions of this section shall not apply to the following:

- (a) Outdoor burning in connection with the preparation of food.
- (b) Campfires and fires used solely for recreational purposes or for ceremonial occasions.
- (c) Domestic burning for heat and cooking within any dwelling unit when contained in an approved fireplace. Barbeque pits, smokers, L.P. cookers, or similar open flame cooking equipment shall not be used within ten feet of any structure.
- (d) Burning within an incinerator constructed and maintained in accordance with the most current editions of the standards and specifications of the National Fire Protection Association. Burning for the purpose of property development or land clearing operations shall be by trench burner or air curtain operations.
- (e) Fires set for the purpose of training firefighting personnel associated with the city.
- (f) Burning for the purpose of removing fire hazards on written approval of the fire marshal, or burning when the mayor of the city has issued an emergency disaster declaration.
- (g) Agricultural burning for the removal crops, grass and other vegetable matter when zoned agricultural open space located more than 1,000 feet from a residential area or another location containing sensitive receptors, and upon permit from the fire marshal.
- (h) Burning of brush in areas that are zoned agricultural open space when located more than 250 feet from a residential area or another location containing sensitive receptors, and upon permit from the fire marshal.

(Ord. No. 06-43, § I, 12-5-06)

Sec. 20-105. - Permit requirements.

Nothing contained in this section shall be construed as permitting any burning in violation of any rule, regulation or order of the Texas Clean Air Act or TCEQ rules and regulations.

- (a) Any person desiring to conduct outdoor burning under the preceding section 20-104 of this section shall apply for and obtain a permit from the Lockhart Fire Marshal. Applications for outdoor burning shall be submitted to the city at least five working days prior to the requested burn day. A detailed and accurate site plan shall be submitted for approval. A copy of the permit and all required paperwork shall be maintained at the burn site for the duration of the permit. Burning for personal use identified in section 20-104(c) does not need a permit. Permits may only be used by the original applicant, and may not be assigned or otherwise transferred.

- (b) Burning shall be commenced and conducted only when wind direction and other meteorological conditions are such that smoke and other pollutants will not cause adverse effects to any public road, landing strip, navigable water or off-site structure containing sensitive receptor(s). Wind speed shall be a minimum of six miles per hour and a maximum of 23 miles per hour.
- (c) If at any time the burning causes or may tend to cause smoke to blow onto or across a road or highway, it is the responsibility of the person initiating the burn to post flag persons on affected roads in accordance with the requirements of the Texas Department of Transportation and the Texas Department of Public Safety.
- (d) Burning shall not be conducted during periods of actual or predicted persistent low-level atmospheric temperature inversions or in areas covered by a current air stagnation advisory.
 - 1. The initiation of burning shall commence no earlier than one hour after sunrise.
 - 2. Burning shall be completed and the fire completely extinguished on the same day not later than one hour before sunset.
 - 3. The permitted open burn shall be attended by a responsible party at all times. In no case shall the extent of the burn area be allowed to increase after this time period. A permit period shall be commensurate with the projected time period necessary for the outdoor burning and the expiration date shall be stated on the permit.

(Ord. No. 06-43, § I, 12-5-06)

Sec. 20-106. - Outdoor burning.

- (a) Only material derived from the burn site may be burned on that site. Materials may not be brought in from other sites to be burned.
- (b) Electrical insulation, treated lumber, plastics, non-wood construction or demolition materials, heavy oils, asphaltic materials, potentially explosive materials, chemical wastes, and items containing natural or synthetic rubber shall not be burned.
- (c) Burning of brush may be permitted provided the brush pile is no closer than 50 feet from a public roadway or property line. A brush pile cannot be larger than 25 feet in diameter and not higher than 15 feet. Piles may not be spaced closer than 50 feet between piles. Only one pile may be burned at a time. At least one serviceable portable fire extinguisher with a rating of 4A:10B:C rating shall be within 30 feet of the burn pile.

(Ord. No. 06-43, § I, 12-5-06)

Sec. 20-107. - Trench burners and air curtain operations.

The city may issue a permit for trench burning (air curtain incineration) during non-emergency periods provided that all regulations contained in this division are met and a valid burn permit has been secured from the city. Materials to be burned in a trench shall be limited to trees, brush and untreated lumber. Only material derived from the burn site may be burned on that site. Materials may not be brought in from other sites to be burned.

- (a) Trench burning or air curtain operations must be conducted downwind of or at least 1,000 feet from any residential area, or structure containing sensitive receptor(s) located on adjacent properties.
- (b) A trench-burning machine carrying a current burning permit issued by the state air control board shall be used. Proof of such permit shall be submitted in a manner acceptable to the city.

- (c) A site-specific permit may also be issued by the county pollution control department. Proof of such permit shall be submitted in a manner acceptable to the city.
- (d) Operation of the equipment and burning procedures shall conform to the most restrictive provisions of the state air control board's permits and the special conditions listed in this division.
- (e) Liability insurance in the minimum amount of \$500,000.00 shall be carried by the operator of the trench burning equipment. Proof of such liability insurance must be submitted in a manner acceptable to the city.
- (f) The owner of the property on which the burning is to take place shall give written permission to the operator to conduct the trench burning on his property.
- (g) Both the property owner and the equipment operator shall agree to the conditions established by this division and by all permits.
- (h) Starting the fire. Opacity of emissions from the trench and from the operation of the blower shall not exceed 20 percent averaged over a five-minute period, except for a start-up period, which shall not exceed 20 minutes. Opacity shall be measured as outlined in Chapter 13, "Visible Emissions Evaluation" of the Commission Sampling Procedures Manual, as published in January 1983, and as subsequently revised.
 - 1. Fill pit to a level no more than two feet below bottom of manifold with small trees and brush, if possible.
 - 2. Use propane or other LPG fire torch or commercial flamethrower to ignite materials.
 - 3. Engage burner. Allow pit to completely ignite and reach operating temperature before loading more material into the pit.
- (i) Capping the pit at the end of each day shall be required. Materials shall not be added to the trench such that the materials will not be consumed by the one hour before sunset time limit. The blower shall remain in the on position until all material is consumed so that any remaining material in the trench will not smoke or smolder when the blower is turned off.
 - 1. Using spoils (dirt) from pit excavation cover pit with a minimum of one foot of dirt.
 - 2. Using trackhoe compact pit cap, using more material if needed, until no visible smoke can be detected.
 - 3. Extinguish any isolated residual fires or smoldering objects that could cause a nuisance or hazard.

(Ord. No. 06-43, § I, 12-5-06)

Sec. 20-108. - General requirements for allowable outdoor burning.

Outdoor burning that is authorized pursuant to the preceding subsection (f) of this section shall be subject to the following requirements:

- (a) Burning shall not be conducted during periods of: (1) "Red Flag" warnings as issued by the Texas Forest Service and National Weather Service, (2) actual or predicted persistent low-level atmospheric temperature inversions or in areas covered by a current air stagnation advisory.
- (b) Electrical insulation, treated lumber, plastics, non-wood construction/demolition materials, heavy oils, asphaltic materials, potentially explosive materials, chemical wastes, and items containing natural or synthetic rubber must not be burned.

(Ord. No. 06-43, § I, 12-5-06)

Sec. 20-109. - Permit revocation.

A permit shall be denied or revoked by the fire marshal upon occurrence of any one or more of the following:

- (a) The permittee provides false information on the permit application.
- (b) The permittee does not comply with requirements of this article.
- (c) The permittee adds garbage, rubbish, brush, combustible materials or any other solid waste to the permitted burn site for which the permit has not been issued.

(Ord. No. 06-43, § I, 12-5-06)

Sec. 20-110. - Responsibility for consequences of outdoor burning.

- (a) The authority to conduct outdoor burning under this section does not exempt, nor excuse the person who is issued the permit, from the consequences, damages, or injuries resulting from the burning. And, it does not exempt nor excuse anyone from complying with all other applicable laws or ordinances, regulations and orders of governmental entities having jurisdiction even though the burning is otherwise conducted in compliance with the section.
- (b) Cost recovery. Any person who conducts outdoor burning, whether permitted outdoor burning or not-permitted outdoor burning, will be liable for the recovery of costs associated with emergency responders, police, fire and EMS departments, or mutual aid fire departments who respond to extinguish an unwanted or out of control fire.

(Ord. No. 06-43, § I, 12-5-06)

SURVEY OF NEIGHBORING CITIES

2018 IFC Code Amendments						
	Lockhart Current	Lockhart Proposed	Taylor	San Marcos	New Braunfels	Sequin
Fire Lane Width (503.2.1)	20'	24'	20'	24'	20'	24'
Commercial Address Numbers (505.1)	4"	6"	6" +	12"	6"	6"
Building Sq. Ft. Fire Sprinklers (903.2.11.9)	12,000 sq ft	10,000 sq ft	12,000 sq ft	6,000 sq ft	12,000 sq ft	6,000 sq ft
Water Based System Safety Factor (903.3.5)	0 psi	5 psi	10 psi	5 psi	0 psi	10 psi
Appendices Adopted	All	B,D,E,F,G,H,I	B,C,D,E,F,G,H,I,L	B,D,E,F,G	B,D,E,F,G,H,I	B,D,E,F,G
Adopted Fire Code	2015	2018	2018	2015	2018	2015

The Regional Codes Coordinating Committee of the NCTCOG provides expertise and support to the Executive Board and Environment and Development Department staff on issues relating to building construction and the standardization of building codes.

SUMMARY OF CHANGES FROM NCTCOG COMMITTEE

****Section 503.2.1; change to read as follows:** Recommended by NCTCOG Committee

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than ~~20-24 feet (6096 mm 7315 mm)~~, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than ~~13 feet 6 inches (4115 mm) 14 feet (4267 mm)~~.

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance when approved.

(Reason: Amendments to 503.2.1 and 503.2.2 recognize that the equipment now used in firefighting is increasing in size. The code already recognizes that larger dimensions may be required under Section 503.2.2. The amendments are to standardize the dimensions for this area. With the increase in fire apparatus size, this will allow for the passage of two fire apparatus during a fire or EMS emergency.)

SUMMARY OF CHANGES FROM NCTCOG COMMITTEE

****Section 505.1; change to read as follows:** Recommended by NCTCOG Committee

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than ~~4 inches (102 mm)~~ 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained.

Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 3 ½ inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

(Reason: To increase the minimum addressing requirements for commercial properties and establish a minimum for single-family residential properties. Such improves legibility of these signs which are critical to emergency response in a more timely manner.)

****Section 903.2.11; add 903.2.11.9 as follows:** Recommended by NCTCOG Committee as an Option to 6,000 sq. ft.

903.2.11.9 Buildings Over 10,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 10,000 sq. ft. or greater and in all existing buildings that are enlarged to be 10,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the *International Building Code*.

(Reason: Provides jurisdictions options as to their desired level of sprinkler protection based on multiple factors including firefighting philosophies/capabilities.)

****Section 903.3.5; add a second paragraph to read as follows:** Recommended by NCTCOG Committee a 10-psi safety factor

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 5-psi safety factor. Reference Section 507.4 for additional design requirements.

(Reason: To define uniform safety factor for the region.)

City of Lockhart
Local Amendments to the 2018 International Fire Code (IFC) 6-21-22

The following sections, paragraphs, and sentences of the *2018 International Fire Code* (IFC) are hereby amended as follows: Standard type is text from the IFC. Underlined type is text inserted. Lined through type is deleted text from IFC.

Section 101.1; change to read as follows:

Insert Name of Jurisdiction: City of Lockhart

Section 102.1; change #3 to read as follows:

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.

Section 105.3.3; change to read as follows:

105.3.3 Occupancy Prohibited before Approval. The building or structure shall not be occupied prior to the fire code official issuing a permit when required and conducting associated inspections indicating the applicable provisions of this code have been met.

Section 108.5; add Section 108.5.1 to read as follows:

108.5.1 Removal From Service. No fire protection system may be taken out of service or allowed to remain out of service beyond normal working hours without the prior approval of the fire code official. The fire code official shall be notified prior to any fire sprinkler or standpipe system being temporarily or permanently removed from service. No operation protected by a fire suppression system may be used or operated while the fire suppression system is out of service.

Section 109.1; add Section 109.1.1 to read as follows:

109.1.1 Construction Board of Appeals. The Lockhart Construction Boards of Appeals shall serve as the Fire Code Board of Appeals.

Section 109.3; add Section 109.3.1 to read as follows:

109.3.1 Appeal of Decisions. The Fire Code Board of Appeals members shall be qualified to examine the fire code and to make decisions as to the validity of interpretations of the fire code by the fire code official but shall not have the authority to waive fire code requirements. Any appeal to the decision of the Fire Code Board of Appeals shall be to City Council in writing addressed to the City Secretary within ten (10) days of such decision by the Board of Appeals. The appeal shall appear as a City Council agenda item within a reasonable time frame of such notice of appeal. The City Council shall decide the validity of the interpretation by the fire code official of the fire code issues being appealed but shall not have the authority to waive fire code requirements except as may be duly amended by ordinance.

Section 110.4; change to read as follows:

Insert Offense: Misdemeanor

Insert Amount: \$2,000

Insert Number of Days: 30

Section 112.4; change to read as follows:

Insert Amounts: \$500 to \$2,000

Section 202; amend and add definitions to read as follows:

[B] AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation or for whom staff has accepted responsibility for care recipients already incapable. This group may include but not be limited to the following:

- Dialysis centers
- Procedures involving sedation
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

[B] ATRIUM. An opening connecting ~~two~~ three or more stories... *{remaining text unchanged}*

[B] DEFEND IN PLACE. A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

FIRE WATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire, and notifying the fire department.

FIREWORKS. Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration, or detonation, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.3G fireworks or 1.4G fireworks. ... *{Remainder of text unchanged}*...

HIGH-PILED COMBUSTIBLE STORAGE: add a second paragraph to read as follows:

Any building classified as a group S Occupancy or Speculative Building exceeding 12,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified, a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification, and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement, and other such minor repairs.

SELF-SERVICE STORAGE FACILITY. Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

STANDBY PERSONNEL. Qualified fire service personnel, approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the jurisdiction.

UPGRADED OR REPLACED FIRE ALARM SYSTEM. A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

Section 307.1.1; change to read as follows:

307.1.1 Prohibited Open Burning. Open burning ~~shall be prohibited~~ that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

Exception: {No change.}

Section 307.2; change to read as follows:

307.2 Permit Required. A permit shall be obtained from the *fire code official* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or ~~open burning-a bonfire~~. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality (TCEQ) guidelines and/or restrictions.
2. State, County, or Local temporary or permanent bans on open burning.
3. Local ordinances or written policies, as established by the *fire code official*.

Section 307.3; change to read as follows:

307.3 Extinguishment Authority. ~~When open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, the fire code official is authorized to order the extinguishment of the open burning operation.~~ The fire code official is authorized to order the extinguishment of open burning that creates or adds to a hazardous or objectionable situation by the permit holder, or another responsible person or the fire department.

Section 307.4.4 change to read as follows:

307.4.4 Permanent Outdoor Firepit. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Building Code.

Section 308.1.4; change to read as follows:

308.1.4 Open-flame Cooking Devices. ~~Charcoal burners and other~~ Open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be operated located or used on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20-pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 pounds (5 containers).
2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20-pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs. (2 containers).
3. {No change.}

Section 308.1.6.3; change to read as follows:

308.1.6.3 Sky Lanterns. A person shall not release or cause to be released an ~~untethered~~ unmanned free-floating device containing an open flame or other heat source, such as but not limited to a sky lantern.

Section 319.4.1; change to read as follows:

319.4.1 Fire Protection for Cooking Equipment. Cooking equipment shall be protected by automatic fire extinguishing systems in accordance with Section 904.12.

Exception: If vehicle was not constructed with an automatic fire extinguishing system, a Class K wet-chemical portable fire extinguisher must be present.

Section 405.4; change Section 405.4 to read as follows:

405.4 Time. The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

Section 501.4; change to read as follows:

501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure. , ~~such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided.~~ Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with Section 505.2.

Section 503.2.1; change to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than ~~20-24 feet (6096 mm 7315 mm)~~, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than ~~13 feet 6 inches (4115 mm)~~ 14 feet (4267 mm).

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance when approved.

Section 503.2.2; change to read as follows:

503.2.2 Authority. The *fire code official* shall have the authority to require an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations.

Section 503.2.3; change Section 503.2.3 to read as follows:

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support imposed loads of 80,000 Lbs. for fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

Section 503.3; change to read as follows:

503.3 Marking. ~~Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING—FIRE LANE Striping, signs, or other markings, when approved by the fire code official, shall be provided for fire apparatus access roads to identify such roads, or prohibit the obstruction thereof. The means by which fire lanes are designated~~ Striping, signs and other markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired when necessary to provide adequate visibility.

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high. Signs shall be painted on a white background with letters and borders in red, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the fire code official.

Section 503.4; change to read as follows:

503.4 Obstruction of Fire Apparatus Access Roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.

Section 505.1; change to read as follows:

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate

emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained.

Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 3 ½ inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

Section 506 add Section 506.1.3:

506.1.3 Required Locations. Lock boxes approved by the Fire Code Official shall be installed in all new or existing buildings which have fire sprinkler systems, alarm systems, or other fire protection systems connected to an alarm service.

Section 507.3; add Section 507.3.1 and Section 507.3.2 to read as follows:

507.3.1 Fire Flow Requirements. Required Fire hydrant flows shall be provided for all new buildings and changes of occupancy classification in existing buildings. Calculations are in Appendix B.

507.3.2 Residual Pressures. The fire flow requirements listed in this section shall be met with a minimum of 20 pounds per square inch residual. This residual must be maintained in residential, commercial, and industrial areas.

Section 507.5.3; add Section 507.5.3.1 to read as follows:

507.5.3.1 Cost. The cost of maintaining private fire hydrants and water tanks on private property will be the burden of the occupant and/or owner of that property.

Section 507.4; change to read as follows:

507.4 Water Supply Test Date and Information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants" and within one year of sprinkler plan submittal. The *fire code official* shall be notified prior to the water supply test. Water supply tests shall be witnessed by the *fire code official* ~~or approved documentation of the test shall be provided to the fire code official prior to final approval of the water supply system.~~ The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the *fire code official*.

Section 507.5.4; change to read as follows:

507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

Section 507.5; add Section 507.5.7:

507.5.7 Fire Hydrant Specifications.

- a. Fire hydrants shall be improved type Mueller and conform to AWWA Specification C-502 and shall have one (1) 4 ½" pumper connection and two (2) 2 ½" hose connections. Threads for hose connections shall be National Standard Threads (NST). Operating nut will be 18" to 24" above finished grade. Fire hydrants will be red in color.
- b. Fire hydrants shall be spaced no more than every 600 feet in residentially zoned areas and no more than one every 300 feet in commercially and industrially zoned areas.
- c. Fire hydrants shall be installed in accordance with City of Lockhart construction standards.

Section 901.6; add Section 901.6.4 to read as follows:

901.6.4 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled, or transmitted or caused or permitted to be given, signaled, or transmitted in any manner.

Section 901.7; change to read as follows:

901.7 Systems Out of Service. Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated, or an *approved fire watch* shall be provided for all occupants left unprotected by the shut down until the *fire protection system* has been returned to service. ... {Remaining text unchanged}

Section 903.1.1; change to read as follows:

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted ~~instead of~~ in addition to automatic sprinkler protection where recognized by the applicable standard ~~and, or as approved by the fire code official.~~

Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:

903.2.11.3 Buildings 55 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories ~~with an occupant load of 30 or more,~~ other than penthouses in compliance with Section 1510 of the *International Building Code*, located 55 feet (16,764 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exceptions:

- 1.—Open parking structures in compliance with Section 406.5 of the *International Building Code*, having no other occupancies above the subject garage.
- 2.—Occupancies in Group F-2.

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings Over 10,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 10,000 sq. ft. or greater and in all existing buildings that are enlarged to be 10,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the *International Building Code*.

Section 903.3.1.1.1; change to read as follows:

903.3.1.1.1 Exempt Locations. When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such ... *{text unchanged}*... because it is damp, of fire-resistance-rated construction or contains electrical equipment, including:

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. ~~In rooms or areas that are of noncombustible construction with noncombustible contents.~~
5. ~~Fire service access~~ Elevator machine rooms, and machinery spaces, and hoist ways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
6. {Delete.}

Section 903.3.1.3; change to read as follows:

903.3.1.3 NFPA 13D Sprinkler System's. *Automatic sprinkler systems* installed in one and two-family *dwellings*; Group R-3; Group R-4, Condition 1; and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

Section 903.3.5; add a second paragraph to read as follows:

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 5-psi safety factor. Reference Section 507.4 for additional design requirements.

Section 903.4.2; add second paragraph to read as follows:

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

Section 905.3; add Section 905.3.9 and exception to read as follows:

905.3.9 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

1. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
2. R-2 occupancies of four stories or less in height having no interior corridors.

Section 906; add Section 906.3.5 to read as follows:

906.3.5 Multifamily. Fire extinguishers are required for all multifamily dwellings new and existing.
Location of fire extinguishers;

- a. **Outside** - If fire extinguishers are located outside the individual unit(s), one shall be on each level (if a multi-level building). The maximum travel distance (the furthest point to reach the extinguisher) shall not exceed 75 feet. If this distance is exceeded, another extinguisher shall be provided. The size and type of these extinguishers shall be a minimum 2A-10BC (≈5 lb.).
- b. **Inside** - If fire extinguishers are located inside each unit, only one 1A-10BC (≈2½ lb.) is required.
 1. When mounting extinguishers, they must be no less than 4 inches from the floor, nor higher than 5 feet from the ground. The recommended height is about 3½ feet, measured to the top of the extinguisher. If located outside, an approved container is required.
 2. The property owner shall be responsible for the inspection, maintenance, and recharging or refilling of the extinguishers located on their property. Units shall be mounted per NFPA standards. This inspection and maintenance shall be completed each year by a trained licensed technician.

Section 907.1; add Section 907.1.4 to read as follows:

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

Section 907.2.1; change to read as follows:

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies ~~where the~~ having an occupant load ~~due to the assembly occupancy is of~~ 300 or more persons, or where the ~~Group A~~ occupant load is more than 100 persons above or below the *lowest level of exit discharge*. Group A occupancies not separated from one another in accordance with Section 707.3.–10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: {No change.}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the *means of egress* with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

Section 912.2; add Section 912.2.3 to read as follows:

912.2.3 Hydrant Distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

Section 912; add Section 912.3.1 to read as follows:

912.3.1. All Fire Department Connections (FDC) will be 2½" female swivel outlets with National Standard Thread (NST) and caps. All FDC's will have a visible sign as required in Section 912.

Section 1004.9; add Section 1004.9.1 to read as follows:

1004.9.1 Temporary Closure. When the fire code official determines any building or other structure is in violation of the posted occupancy capacity, they shall temporarily order the establishment closed, and may obtain the assistance of law enforcement agencies to enforce the order. The temporary closure of such a building or structure shall be limited to a period of time sufficient to evacuate the building and count the total number of occupants therein (including employees), and to reduce the actual number of occupants to constitute compliance with the building and fire codes.

Section 1031.2; change to read as follows:

1031.2 Reliability. Required exit accesses, exits, and exit discharges shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency where the building area served by the means of egress is occupied. An exit or exit passageway shall not be used for any purpose that interferes with a means of egress.

Section 1103.3; add sentence to end of paragraph as follows:

Provide emergency signage as required by Section 606.3.

Section 1103.5.3; change to read as follows:

Insert Date By Which Sprinkler System Must Be Installed: 24 months from date of written notification from the fire code official .

Section 1103.5; add Section 1103.5.5 to read as follows:

1103.5.5 Spray Booths and Rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

Section 1103.7; add Section 1103.7.7 and 1103.7.7.1 to read as follows:

1103.7.7 Fire Alarm System Design Standards. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1103.7.7.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.

Section 2304.1; change to read as follows:

2304.1 Supervision of Dispensing. The dispensing of fuel at motor fuel-dispensing facilities shall be ~~conducted by a qualified attendant or shall be under the supervision of a qualified attendant at all times or shall be~~ in accordance with ~~Section 2204.3.~~ the following:

1. Conducted by a qualified attendant; and/or,
2. Under the supervision of a qualified attendant; and/or
3. At an unattended self-service facility in accordance with Section 2304.3.

At any time, the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

Section 5601.1.3; change to read as follows:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. When approved for fireworks displays, storage, and handling of fireworks as allowed in Section 5604 and 5608.
2. ~~Manufacture, assembly, and testing of fireworks as allowed in Section 5605.~~
3. 2. The use of fireworks for approved fireworks displays as allowed in Section 5608.
4. ~~The possession, storage, sale... {Delete remainder of text.}~~

Section 5601.1.3; add paragraph at end to read as follows:

5601.1.3. Except as herein provided, it shall be unlawful for any person to possess, store, offer for sale, sell at retail, or use or explode any fireworks within the corporate limits of, or within 5,000 feet of the city limits. The presence of any fireworks as defined in Chapter 56 of this code within the jurisdiction of the city, and within 5,000 feet of the city limits, without appropriate license and permit, is hereby declared to be a public nuisance.

Section 5704.2.9.6.1; change to read as follows:

Jurisdiction to Specify: Includes designated downtown Fire Limits

Section 5704.2.11.4.2; change to read as follows:

5704.2.11.4.2 Leak Detection. Underground storage tank systems shall be provided with an *approved* method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

Section 5706.2.4.4; change to read as follows:

Jurisdiction to Specify: Includes designated downtown Fire Limits

Section 5806.2; change to read as follows:

Jurisdiction to Specify: Includes designated downtown Fire Limits

Section 6104.2; change to read as follows:

Jurisdiction to Specify: Includes designated downtown Fire Limits

Section 6104; add Section 6104.2.1, thru Section 6104.2.3 to read as follows:

6104.2.1. All persons who reside in areas within the city which are served by the company providing natural gas service, may as an option have liquified petroleum gas service only if such installations are underground.

6104.2.2. No equipment using liquified petroleum gases shall be permitted within the established fire limits of the city.

6104.2.3. Equipment used for the purpose of storing wholesale quantities of such gases within the city for the specific purpose of resale to the general public, shall meet all requirements as outlined in Chapter 61, 2018 International Fire Code, Liquified Petroleum Gases.

Section 6107.4 and 6109.13; change to read as follows:

6107.4 Protecting Containers from Vehicles. Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators, and piping shall be protected in accordance with ~~NFPA-58~~ Section 312.

6109.13 Protection of Containers. LP-gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4.

~~**Exception:** Vehicle impact protection shall not be required for protection of LP-gas containers where the containers are kept in lockable, ventilated cabinets of metal construction.~~

{Applicable to those jurisdictions adopting Appendix B}

Table B105.2; change footnote a. to read as follows:

a. The reduced fire-flow shall be not less than ~~4,000~~ 1,500 gallons per minute.

Sec. 20-05 – Adopted amendments to the 2018 Life Safety Code

The following sections, paragraphs, and sentences of the 2018 Life Safety Code are hereby amended as follows: Standard type is text from the Life Safety Code. Underlined type is text inserted. ~~Lined through type is deleted text from Life Safety Code.~~

Sec. 4.6.4.1, shall be amended to read as follows:

Section 4.6.4.1. Rehabilitation projects in historic buildings shall may comply with the provisions of Chapter 43.

Sec. 12.3.5, is hereby amended to add Section 12.3.5.5 as follows:

12.3.5.5, Existing Assemblies shall not be made to comply unless modifications are made to the existing building which in the opinion of the Fire Code Official constitutes a threat to Life Safety.

Sec. 24.3.5 is hereby amended to add Section 24.3.5.1.1:

24.3.5.1.1, A requirement of this state or of an ordinance or order of a political subdivision that an automatic fire sprinkler system be installed in a new one-family or two-family dwelling may not be enforced with respect to a dwelling under 7,500 square feet in size. A prospective owner of a one or two-family dwelling under 7,500 square feet in size in a jurisdiction in which an automatic fire sprinkler system would otherwise be required to be installed in the home may choose whether or not to have the system installed. A builder in a jurisdiction in which an automatic fire sprinkler system is required to be installed in any new one-family or two-family dwelling shall offer a person with whom the builder contracts for the construction of a new one-family or two-family dwelling under 7,500 square feet in size the option of installing an approved automatic fire sprinkler system in accordance with the International Residential Code applicable to the construction under V.T.C.A., Property Code § 430.001.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: June 21, 2022

AGENDA ITEM CAPTION: Discussion and/or action to consider Ordinance 2022-26 amending Chapter 48 "Solid Waste" of the Code of Ordinances by revising Article II Chapter 48-41 "Municipal Collection".

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: In an effort to improve solid waste services, the City of Lockhart's solid waste collection contractor, Central Texas Refuse (CTR) converted its waste collection schedule for commercial hand collection (commercial 95 gallon carts customers only) from two days per week to once per week starting on June 13, 2022. Commercial customers with dumpster service are not affected by this modification to the schedule. CTR offered an additional cart to existing customers to minimize the impact that this change may have.

These changes were made to keep up with Lockhart's growth and to balance collection routes. Approximately 125 commercial customers were affected by this modification. The affected customers were notified of the changes leading up to the week of June 13th.

Ordinance 2022-26 reflects the modifications to commercial hand collection customers by reducing the days of collection for these customers from two days a week down to once per week.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: May 25, 2021- Council approved 5 year contract with CTR for Solid Waste Collection Services

COMMITTEE/BOARD/COMMISSION ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of Ordinance 2022-26.

LIST OF SUPPORTING DOCUMENTS: Ordinance

ORDINANCE NO. 2022-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDING CHAPTER 48, "SOLID WASTE" OF THE CODE OF ORDINANCES, CITY OF LOCKHART, TEXAS, BY REVISING ARTICLE II "MUNICIPAL COLLECTION"; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Lockhart City Council finds it is in the best interest of its citizens and public health to regulate solid waste collections within the city limits; and

WHEREAS, the City Council has determined that this ordinance will promote the general health, safety, and welfare of its citizens; and

WHEREAS, the City Council determined that this ordinance serves a public purpose by maintaining the sanitary collections of solid waste within the city.

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

SECTION 1: Recitals adopted. The foregoing recitals are adopted and incorporated herein for all purposes.

SECTION 2: Amendment. Section 48-41 of Chapter 48 of the Lockhart Code of Ordinances is hereby amended so that it shall hereafter read as follows:

ARTICLE II. – Solid Waste

Sec. 48-41. - Collection frequency.

- (a) Commercial/industrial units receiving receptacle hand collection service shall receive once per week collection service according to pickup times, days, and routes determined by the city. Residential hand collection shall receive once per week collection at times, days and routes determined by the city.
- (b) Commercial/industrial and residential units receiving bin collection shall receive collection service based on a pickup frequency and bin size dictated by volume and type of solid waste determined solely by the city manager or his designate. Bin size, location and pickup frequency shall be adjusted only by the city manager or his designate, based on changes in volume and/or collection needs.
- (c) Food establishments shall pay for and receive collection services a minimum of three times per week in the interest of public health and sanitation if they are open more than three days per week.

SECTION 3. Repealer. All provisions of the Code of Ordinances of the City of Lockhart in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict, and all other provisions of the Code of Ordinances of the City of Lockhart codified or uncoded, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4. Severability. It is hereby declared to be the intention of the City Council that the components of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any remaining component of this Ordinance.

SECTION 5. Publication. The City Secretary shall cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

SECTION 6. Effective Date. This ordinance shall become effective and be in full force from the date of its passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 21st DAY OF JUNE, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: June 21, 2022

AGENDA ITEM CAPTION: Discussion and/or action regarding termination of utility easement that was replaced on March 22, 2022 by a 20 foot wide water utility easement at 1724 North Colorado Street.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The property owner of 1724 North Colorado Street and their counsel expressed to city staff that they would like to resolve a dated easement that was originally granted to Polonia WSC in 1971. The utility easement that was granted was a 20ft wide easement and encompassed the water main that was placed on the property. However, the current easement reads "blanket in nature".

Terminating the existing easement and reestablishing a new easement with metes and bounds will clear up future confusion of the boundaries.

In 2000, the City of Lockhart acquired this water service area (CCN-Certificated of Convenience and Necessity), which includes this easement along with the other previously granted easements in the acquired service area.

Although the easement of the property could have been modified during the subdivision process upon developing the property, staff has no issues with the termination of the previous easement and the replacement easement as presented.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends terminating the 1971 water line easement located along 1724 North Colorado Street.

LIST OF SUPPORTING DOCUMENTS: Easement Termination - 1724 N. Colorado - (Executed), Water Line Easement - 1724 N. Colorado (Ex. A & B) , 1724 N. Colorado St

TERMINATION OF EASEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF CALDWELL §

This Termination of Easement Agreement ("Termination Agreement") is entered into to be effective as of the ____ day of _____, 2022, by and between City of Lockhart, a home rule municipal corporation ("Lockhart") and Ernest E. Ewald, Jr. ("Ewald").

WHEREAS, Ewald is the holder of all rights, title and interest in and to the property known as 1724 N. Colorado Street, Lockhart, Texas, and more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (collectively, the "Property");

WHEREAS, prior to Ewald's ownership of the Property, Ernest Ewald and Alma M. Ewald conveyed to Polonia Water Supply Corporation ("Polonia") a pipeline easement (the "Easement") over and across the Property pursuant to that certain Right of Way Easement dated July 30, 1971, recorded in Volume 345, Page 649, and re-recorded in Volume 353, Page 322 of the Real Property Record of Caldwell County, Texas (collectively, the "Easement Agreement");

WHEREAS, Lockhart acquired the Easement and all rights, title and interests in and to the Easement Agreement pursuant to that certain Blanket Conveyance, Bill of Sale and Assignment, dated May 10, 2000, from Polonia to Lockhart, and recorded as Volume 238, Page 174 of the Official Public Records of Caldwell County, Texas;

WHEREAS, Lockhart and Ewald desire to release, relinquish, vacate and terminate the Easement and their respective rights, title, interests and obligations under the Easement Agreement;

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Ewald and Lockhart agree as follows:

1. **Termination of Easement.** Ewald and Lockhart hereby RELEASE, RELINQUISH, VACATE and TERMINATE the Easement and the Easement Agreement and all of their respective rights, title, interests and obligations under the Easement Agreement.

2. **Binding Effect.** This Termination Agreement by the parties hereto shall inure to the benefit of, and be binding upon, their respective heirs, successors, assigns, and legal representatives.

3. **Authority.** Each of the individuals executing this Termination Agreement represents and warrants that he or she has the authority to execute it on behalf of the party for whom he or she is signing. Each party represents and warrants that he or she has not conveyed any of his or her respective rights under the Easement Agreement to any other person.

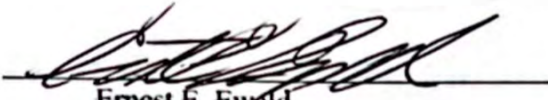
4. **Governing Law.** This Termination Agreement is governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to the conflict of laws

provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

5. **Counterparts.** This Termination Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument.

EXECUTED by the undersigned on the date of the acknowledgment set forth herein below.

EWALD:


Ernest E. Ewald

CITY OF LOCKHART:

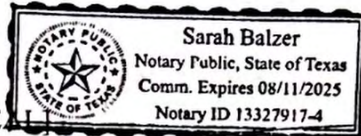
By: _____
Name: _____
Title: _____

THE STATE OF TEXAS

§
§
§

COUNTY OF Caldwell

This instrument was acknowledged before me on the 16th day of February, 2022, by Ernest E. Ewald.



[NOTARY SEAL]

[Signature]
Notary Public in and for the State of Texas

THE STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 2022, by _____, as _____, on behalf of the City of Lockhart.

[NOTARY SEAL]

Notary Public in and for the State of Texas

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is file for record in the public records: your Social Security number or your driver's license number.

WATER LINE EASEMENT

Date: 3 - 22 -, 2022

Grantor: ERNEST E. EWALD, JR.

Grantor's Address: 1724 N. Colorado
Lockhart, Texas 78644

Grantor's Property: See Exhibit A.

City: CITY OF LOCKHART, TEXAS, a Texas home-rule municipal corporation situated in Caldwell County.

City's Address: 308 West San Antonio Street
Lockhart, Texas 78644

Easement Tract: An area extending ten feet (10') on both sides from the centerline of the actual installed location of the Facilities (defined herein) as described, illustrated and diagramed in the attached **Exhibit B**.

Easement Duration: Perpetual.

Easement Purpose: To install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities.

Facilities: Raw, reclaimed, and potable water lines and associated appurtenances.

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date.

Non-Permitted Activity: Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality controls, rainwater harvesting system, tree, or other similar improvement either above or below the surface of the Easement Tract.

Eligible Improvements: Irrigation systems that are installed perpendicular to the Facilities, asphalt or concrete walkways, driveways, access roads, and parking areas at grade level, and barbed-wire, chain-link, metal or wooden fences.

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City a non-exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity. City shall be obligated to restore or replace to a good and functioning condition as determined by the City in its reasonable discretion only the Eligible Improvements that do not interfere in any material way or are not inconsistent with the City's use of the Easement for the Easement Purpose as determined by the City in its reasonable discretion which have been removed, relocated, altered, damaged, or destroyed as a result of City's use of the Easement Tract.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

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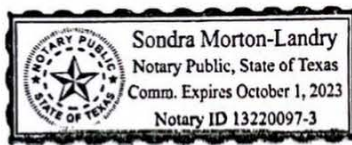
Executed effective the Date first above stated.

By: [Signature]
Name: Ernest E. Ewald, Jr.
Title: Individual

STATE OF TEXAS §
COUNTY OF Caldwell §

This instrument was acknowledged before me on March 22, 2022, by Ernest E. Ewald, Jr.

[Seal]



[Signature]
Notary Public, State of Texas

EXHIBIT A
LEGAL DESCRIPTION

A 16.57 acre tract out of a 43.7 acres of land more or less, part of the Byrd Lockhart League Survey Abstract 17, in Caldwell County Texas, being that same tract of land described in that certain Warrant Deed, dated July 24, 1980 and recorded in Volume 415 page 404 of the Deed Records of Caldwell County, Texas.

**EXHIBIT B
EASEMENT TRACT
(DESCRIPTION AND ILLUSTRATION
TO FOLLOW ON NEXT PAGE)**

"EXHIBIT B"

A 20 FOOT WIDE WATER LINE EASEMENT OVER A PART OF THE BYRD LOCKHART LEAGUE SURVEY ABSTRACT 17, IN CALDWELL COUNTY TEXAS, THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND IN THE EAST RIGHT OF WAY LINE OF U.S HIGHWAY NO. 183 (A.K.A. NORTH COLORADO STREET), SAID CORNER BEING SITUATED IN A SOUTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY LINE 640.3 FEET FROM THE INTERSECTION OF SAID RIGHT OF WAY LINE AND THE NORTH LINE OF THE BYRD LOCKHART LEAGUE;

THENCE NORTH 77 DEGREES 43 MINUTES 40 SECONDS EAST, A DISTANCE OF 12.80 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 14 DEGREES 06 MINUTES 51 SECONDS EAST, A DISTANCE OF 448.61 FEET;

THENCE SOUTH 31 DEGREES 27 MINUTES 57 SECONDS WEST, A DISTANCE OF 31.78 FEET;

THENCE SOUTH 07 DEGREES 52 MINUTES 47 SECONDS EAST, A DISTANCE OF 20.57 FEET;

THENCE SOUTH 14 DEGREES 51 MINUTES 04 SECONDS EAST, A DISTANCE OF 395.33 FEET;

THENCE SOUTH 12 DEGREES 20 MINUTES 37 SECONDS EAST, A DISTANCE OF 512.91 FEET TO THE POINT OF TERMINATION.

BASIS OF BEARINGS:

BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH-CENTRAL ZONE, NAD83-2011.
THE DISTANCES SHOWN HEREON ARE UNITS OF GROUND MEASUREMENTS.

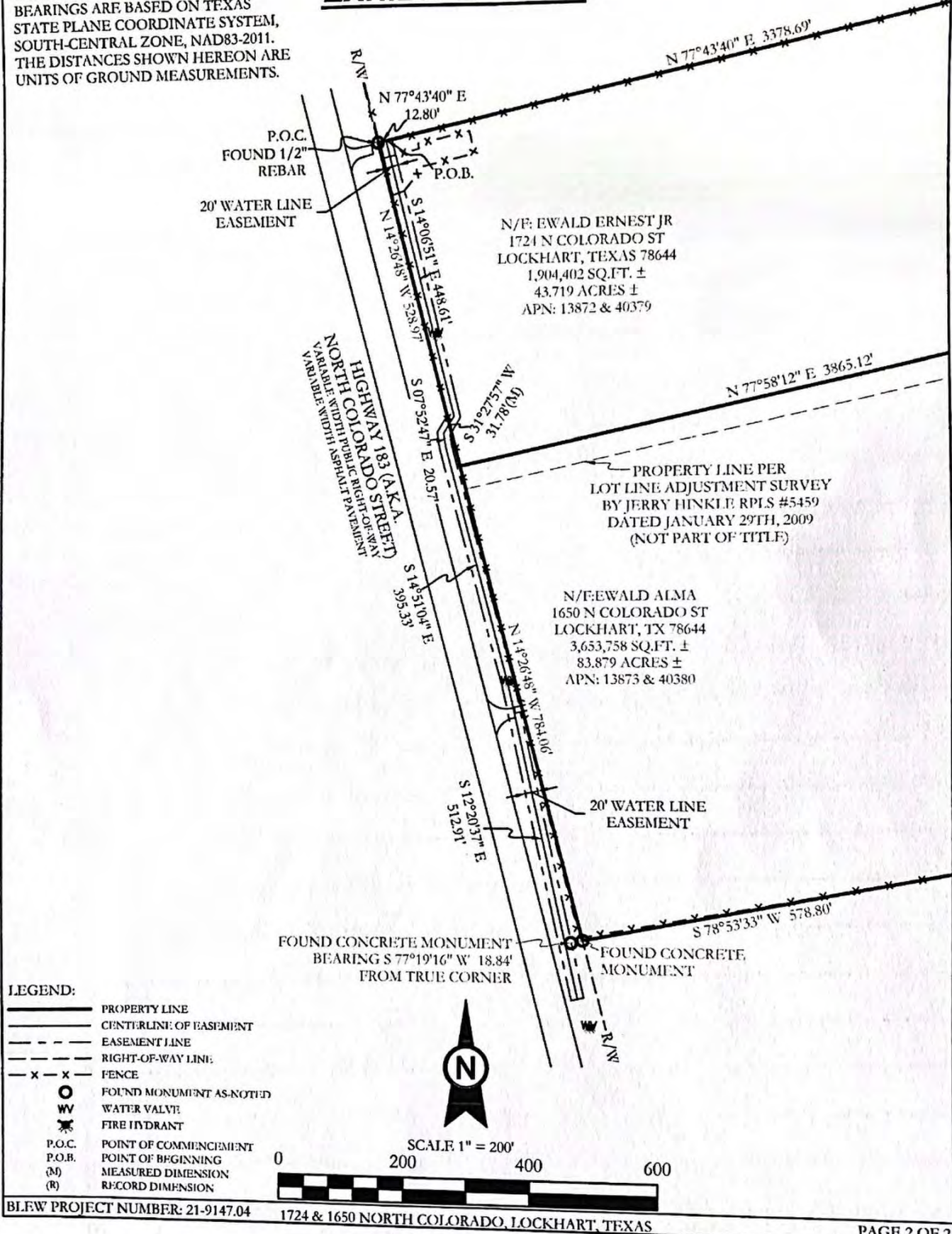
I DO HEREBY CERTIFY THAT THIS DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY UNDER MY SUPERVISION, AND THAT THE MARKERS DESCRIBED HEREIN ACTUALLY EXIST, AS DESCRIBED, AT THE TIME OF SURVEY.



BRADLEY G. WELLS
RPLS NO. 5499
STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10194275

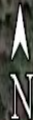
BLEW & ASSOCIATES, P.A.
CIVIL ENGINEERS & LAND SURVEYORS
3825 N. SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
www.BLEWINC.com

BASIS OF BEARINGS:
BEARINGS ARE BASED ON TEXAS
STATE PLANE COORDINATE SYSTEM,
SOUTH-CENTRAL ZONE, NAD83-2011.
THE DISTANCES SHOWN HEREON ARE
UNITS OF GROUND MEASUREMENTS.



Legend

- 1724 N Colorado St
- American Legion Post 41
- San Pablo Cemetery



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: June 21, 2022

AGENDA ITEM CAPTION: Discussion and/or action to consider Resolution 2022-27 adopting the City of Lockhart's Strategic Priorities for 2022-2023.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The City Manager, City Department Heads, and City Council participated in a two-day strategic planning session facilitated by a professional consultant with Opportunity Strategies, LLC. It produced a series of goals and objectives for the City of Lockhart to focus on the upcoming fiscal year.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommend approval.

LIST OF SUPPORTING DOCUMENTS: RESOLUTION Strategic Priorities for 2022-2023, Lockhart 2022-2023 Strategic Work Plan

RESOLUTION 2022-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS ADOPTING STRATEGIC PRIORITIES FOR 2022-2023.

WHEREAS, the City Council of the City of Lockhart believes that the development of specific goals and objectives is vital to planning for the future of the community; and

WHEREAS, the City Council of the City of Lockhart, through a strategic planning session, which included input and collaboration from professional consultants, the City Manager and the City department heads, has developed a series of goals for the City of Lockhart for the upcoming fiscal year; and

WHEREAS, the establishment of these goals provides the framework for budget development and staff direction and gives a sense of purpose to the actions of the community and its organizations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, that the attached 2022-2023 Strategic Priorities for the City of Lockhart is hereby adopted.

BE IT FURTHER RESOLVED that the goals set forth in the Strategic Priorities shall be provided to other governmental entities and agencies within the community as appropriate for the purpose of coordination of activities and sharing of our vision.

PASSED, APPROVED AND ADOPTED this 21st day of June, 2022

CITY OF LOCKHART, TEXAS

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, City Secretary

Monte Akers, City Attorney



Lockhart

T E X A S

2022-2023 Strategic Work Plan



The Strategic Planning Process

From January through April 2022, the City of Lockhart embarked on a strategic planning process to create strategic priorities for 2022-2023. The following is the process used to reach the conclusions for the plan:

The process kicked off with a preliminary Zoom between the City Manager, Steve Lewis, Mayor Lew White, and professional facilitator Alysia A. Cook, PCED, IOM with Opportunity Strategies LLC. The three met to review key issues facing the city, understand the programs and projects currently underway, and to prepare the process and format for the planning session.

On April 8, 2022, the City of Lockhart Management Team met at the Library for Part 1 of the Strategic Work Planning Session for 2022-2023.

On April 9, 2022, the City of Lockhart City Council and City Manager met at the Library for Part 2 of the Strategic Work Planning Session for 2022-2023.



Day One – Management Team

Day One began with City Manager Steve Lewis reviewing with the Management Team the City of Lockhart's accomplishments and success stories of 2021.

Following that, the City Manager and the facilitator shared some leadership concepts and considerations with the Lockhart Management Team. This led to some group discussions about the importance of continuous learning and leadership development.

The City Manager discussed with the participants that when goals are adopted by the City Council, they provide a positive impact for the Management Team in at least 4 different ways:

- a) Direction is clearly set by City Council
- b) Once that direction is established, differences can be discussed in a more open, less polarizing manner
- c) Saves time in decision making on projects/programs
- d) City Manager's recommendations can be better aligned with ultimate objectives

Mission of Lockhart Management Team

To promote and influence the alignment of organizational resources by focusing on:

- a) Organizational planning and issues
- b) Open communication with elected officials, staff, boards, commissions, and citizens
- c) Ensuring City of Lockhart is a leader in Central Texas regarding issues with community relevance
- d) Implementing programs that derive from the City Council and community's goals

Start – Stop – Continue

The facilitator then engaged the Management Team in a group exercise called *Start – Stop – Continue* which divides participants into small groups and has them offer feedback on what the City needs to start doing, stop doing, and continue doing.

These are individual manager recommendations and not necessarily agreed to by all managers or by City Council members. The responses are as follows:

Start

- Long-term capital planning
- Increasing non-emergency communications
- Administering annual customer service surveys that are statistically valid
- Developing recreation programs
- Indoor community recreation center
- City facilities and community infrastructure improvements
- New spaces for city facilities
- Modernize Human Resources policies including technology
- A vehicle acquisition fund
- Decreasing steps in the hiring process
- Staff planning for future growth
- Modernizing our contracts, best practices, attorney, etc. including reviewing for mutually beneficial language and avoiding one-sided contracts

Stop

- Ineffective/outdated contracts
- Thinking small
- Six-month probationary period for personnel
- Reconnecting customers after 10pm
- Providing free services (such as banners and road closures) and establish a fee schedule for these special requests
- Requiring utility inspections for every change of occupant

Continue

- Longevity pay
- Forward-looking planning for quality growth
- Law enforcement outreach with community
- Contracting (sending RFPs) for solid waste collection
- Supporting tourism
- Modernizing technology, e.g. paperless, Go Green
- Enhancing community investment
- Planning our wayfinding and signage
- Growing events that enhance overnight stays in Lockhart and maximize HOT \$ collections
- Economic growth including considering developing a 4th industrial park
- Striving for improved customer service
- Community engagement including public open houses and social media



Next, the Management Team embarked on a discussion around the following topics which also included some departmental reports on the status of various projects:

- Growth Trends
- Land Development
- Economic Development
- Service Delivery
- Workforce Development
- Long Range Financial Outlook

Following those discussions, the facilitator led the Management Team through a discussion of what they each thought should be the 2022-2023 goals City Council would establish the following day. She recorded those recommendations, then the group reached consensus on what would be put forth to the Council to consider.

The final decisions for 2022-2023 were made by City Council the following day and are listed below.

Day Two – City Council

Day Two began with City Manager Steve Lewis reviewing with City Council the City of Lockhart's accomplishments and success stories of 2021.

Expectations – City Council

Following that, the facilitator asked City Council to share any expectations for the day. Responses were as follows:

- TxDOT – Wayfinding and Signage
- Summerside Subdivision turn lane and traffic light
- Urgent Care facility
- Comprehensive mental health care for first responders
- Keeping City Staff wages competitive
- Need for an Assistant City Manager
- Need for a grantwriter
- Regional animal shelter
- Next industrial park and/or property

The following is the City of Lockhart 2022-2023 Strategic Work Plan.

City of Lockhart Vision:

- To be a first-class community that has maintained its integrity and sense of community characterized by livable neighborhoods and quality schools.
- To be a City that focuses on family by ensuring quality recreational and cultural activities, services, housing, economic, and educational opportunities that promote a well-rounded productive member of the community.
- To be a City that is friendly to visitors and future residents with a spirit of fellowship and cooperation by accommodating their needs and recognizing the wealth in cultural, ethnic and age diversity.
- To be a City committed to sustainability by diligently balancing community needs with available resources and managing growth in a smart and fiscally responsible manner.
- To be a City that celebrates and embraces its long and rich history by reinvesting in neighborhoods, preserving areas and buildings of historic significance and returning the Central Business District to an economically viable and lively activity center.
- To be a City recognized for the quality of its built environment and the integration of the natural landscape throughout the community.
- To be a City that ensures a good balance between residential, commercial, industrial, and public/institutional uses supported by quality infrastructure and transportation systems.
- To be a City known for its innovative solutions to managing growth, progressiveness of City government, and responsiveness to the needs of citizens and businesses.

Source: Lockhart 2020 Comprehensive Plan

Goal #1:

**City
Facilities**

Goal #2:

**Human Resources/
Staffing**

Goal #3:

**Parks &
Recreation**

Goal #4:

Infrastructure

Goal #5:

**Modernization &
Communications**

Goal #6:

**Development &
Quality of Life**

Goal #7:

**Revenue
Sustainability**

2022-2023 Goals:

Each of the following seven goals is guided by the values of diversity and inclusion. Diversity and inclusion are a tapestry that is woven through every goal, every service, and every program.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

- 1.1 Consider which facilities improvements should be funded by certificates of obligation vs. bonds
- 1.2 Begin plans to replace/update City Hall
- 1.3 Begin plans to replace/update Police/Fire/Training facilities
- 1.4 Begin plans to replace/update Maintenance/City Barn Utilities
- 1.5 Reclaim old space at the hospital
- 1.6 Lease additional space at the EDC building
- 1.7 Conduct a Facilities Study with architects and engineers
- 1.8 Consider Airport improvements (TxDOT Aviation) in the study

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

- 2.1 Hire ACM (Assistant City Manager) immediately
- 2.2 Hire City Manager Support Staff (Executive Assistant or Administrative Assistant)
- 2.3 Once new ACM is hired, assign him/her with developing a Staffing Plan
- 2.4 Once new ACM is hired, assign him/her with developing a Succession Plan
- 2.5 Consider adding additional staff city-wide as needed
- 2.6 Retain law enforcement officers by ensuring compensation competitiveness
- 2.7 Implement a formal EAP (Employee Assistance Program)
- 2.8 Secure a grantwriter (explore opportunities for hiring one vs. contractor)

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

- 3.1 Develop adult and youth programming that utilize existing facilities
- 3.2 Conduct successful outreach to sports leagues across Texas and neighboring states
- 3.3 Consider new Parks & Rec facilities such as pickleball, volleyball, and frisbee golf
- 3.4 Plan for and implement safety improvements of existing facilities
- 3.5 Plan for and implement aesthetic improvements of existing facilities
- 3.6 City Council requests to meet with Parks & Rec Director and City Manager to discuss ideas and brainstorm next steps in the Parks Plan including:
 - Work session, then tour Parks facilities with Parks & Rec Director
 - Discuss short-term vs. long-term Parks & Rec needs
 - Develop plan to survey citizens including bond exploration

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

- 4.1 Conduct public open houses to determine public wishes for Downtown
- 4.2 Council to approve a final Downtown Conceptual Design and authorize staff to implement
- 4.3 Consider an additional commercial district with retail and mixed-use offerings
- 4.4 Issue the RFP for a Comprehensive Plan update (hire firm by January 2023, then CIP (capital improvement plan) to follow
- 4.5 Explore downtown WiFi options including geofencing

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

- 5.1 PIO (Public Information Officer) to secure proposals for a new website design including:
 - Online forms and application portals (permitting, employment, variance requests, etc.)
 - Must be mobile responsive platform
 - Ensure ease of use and innovative utility of site
 - Include a portal to the Lockhart Economic Development Corporation website
- 5.2 Hire a consultant to 1) build a survey to ask the public what information they seek to find on the City of Lockhart website and 2) compare Lockhart website to other communities with high utilization of an innovative website
- 5.3 Streamline application processes of permits, developer proposals, engineering, employment, etc. to be placed on website (see 5.1)
- 5.4 Verify internet access at all City facilities



Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

- 6.1 Consider proposed sidewalk ordinance
- 6.2 Facilitate/incentivize more housing options including:
 - Rental housing options
 - Workforce housing options
 - Higher-income housing
 - Infill/revitalized housing within centers of commerce (existing or planned)
 - Senior/retiree housing
- 6.3 Continue to promote family-friendly events in Downtown
- 6.4 Encourage higher development standards (within state legislature constraints) to research modernization techniques and make recommendations to City Manager for consideration
- 6.5 Continue to implement Animal Control Audit recommendations
- 6.6 Continue to provide concerts on the square

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

- 7.1 Explore and increase film production permitting fees
- 7.2 Create and implement fees for banners, road closures, event special requests
- 7.3 Use grantwriter (see 2.8) to find and write grants that benefit the City of Lockhart and its residents
- 7.4 Conduct discussions between City Council and Staff regarding which items can/should be funded by certificates of obligation vs. bonds
- 7.5 Update/increase construction permit fees and impact fees
- 7.6 Explore a bond vote for the items proposed by Parks & Rec and Council from Goal #3
- 7.7 Explore the concept of a Community Foundation with community benefactor options including other communities who have successfully created and implemented a Community Foundation

City of Lockhart Leadership

The 2022 City Council and Management Team participating:

City Council:

Lew White, Mayor
Angie Gonzales-Sanchez, Mayor Pro-Tem
Brad Westmoreland, Councilmember At-Large
Juan Mendoza, Councilmember District 1
David Bryant, Councilmember District 2
Kara McGregor, Councilmember District 3
Jeffrey Michelson, Councilmember District 4

Management Team:

Steve Lewis, City Manager
Julie Bowermon, Director of Human Resources
Connie Constancio, City Secretary
Travis Hughes, Director of Parks & Recreation
Randy Jenkins, Fire Chief
Mike Kamerlander, Economic Development Director
Sean Kelley, Public Works Director
Pam Larison, Director of Finance
Bobby Leos, Electric Superintendent
Victoria Maranan, Public Information Officer
Bertha Martinez, Director of Library Services
Ernest Pedraza, Chief of Police



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: June 21, 2022

AGENDA ITEM CAPTION: Discussion regarding matters related to COVID-19.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis, Monte Akers

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On May 18, 2021, Governor Abbot issued GA-36 that prohibited governmental entities from mandating face coverings or restricting activities in response to the COVID-19 disaster. As a result, the Lockhart City Council rescinded the Mayor's Declaration to require face coverings and encouraged citizens to continue to follow the CDC guidelines in regard to COVID-19.

Also, as a result of the Governor opening Texas on March 2, 2021 (GA-34), community events are back on schedule such as the Chisholm Trail Roundup, Fireworks show, and City venues such as the city splash pad are open to the public. Face coverings are not required during the events or at city facilities.

An update of COVID-19 orders and Council actions is attached.

Open Meetings Act Suspensions Terminate effective September 1, 2021

In March 2020, Governor Abbott's office granted the Attorney General's request to suspend certain open meetings statutes. The temporary suspension allows for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in-person meetings, thereby allowing governmental bodies and/or board commissions to hold a meeting virtually without a quorum being present at the meeting location.

On June 30, 2021, the Governor's office approved a request by the Attorney General to lift the open meetings suspensions effective at 12:01 a.m. on September 1, 2021. All Texas governmental bodies subject to the OMA must thereafter conduct their meetings in full compliance with the OMA as written in state law.

The following are provisions in the OMA suspension that will no longer be allowed effective September 1, 2021:

- 1) Video conferencing capability will change in that a member of the governing body or board can meet virtually but there must be a quorum physically present at the meeting location.
- 2) Telephone conference meetings will not be allowed to continue and are only allowed in an emergency.

On August 29, 2021, Governor Abbott issued a Declaration renewing the declaration of disaster stating that COVID-19 poses an imminent threat of disaster for all counties in Texas.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

On October 11, 2021, Governor Abbott issued GA-40 prohibiting vaccine mandates, subject to legislative action.

On February 25, 2022, the CDC updated its framework on monitoring the level of COVID-19 in communities. The new framework moves beyond just looking at cases and testing positivity to evaluation factors that also include hospitalizations and hospital capacity. These factors combined are used to determine whether COVID-19 and severe disease are low, medium or high in a community. The CDC also updated its recommendations for wearing face coverings and respirators. Recommendations are now connected to the community's current level of COVID-19 and severe disease.

On May 26, 2022, the CDC upgraded Caldwell County's COVID-19 Community Risk level to "Medium." This is the first time Caldwell County's community risk level has been elevated from "Low" risk since late February. The COVID-19 Community Level is determined by the higher of the new admissions and inpatient beds metrics, based on the current level of new cases per 100,000 population in the past seven days.

This item is returned to the Council for consideration, if necessary.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None.

LIST OF SUPPORTING DOCUMENTS: HISTORY OF COVID for agenda updates, GA-38, GA-39, Governor Abbott proclamation renewing the Declaration of Disaster, GA 40, Memorandum COVID19 level medium,

HISTORY OF COVID-19 ORDERS/COUNCIL ACTIONS

On **September 1, 2020**, the City Council adopted Resolution 2020-20 renewing and adopting a requirement that commercial establishments in the City post a notice that facial coverings are a requirement of employees and persons entering such establishments. The requirement that such notice be posted shall remain in effect until terminated or amended by the City Council.

On **October 7, 2020**, Governor Greg Abbott issued Executive Order GA-32 to allow certain bars and similar establishments to operate at 50% capacity with permission from the County Judge. GA-32 increased the occupancy levels for all business establishments other than bars to 75%. GA-32 also provides that outdoor gatherings in excess of 10 people is prohibited unless the Mayor of the City in which the gathering is held, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with GA-32.

Mayor's statement on reduced business capacity in Caldwell County. At 12:01 a.m. on Wednesday, January 13, 2021 the provisions of Governor Greg Abbott's Executive Order GA-32 that suspend elective surgeries, close bars and reduce business capacity to 50 percent went into effect in Lockhart and Caldwell County. This was occurring because under GA-32, these specific provisions took effect when a Trauma Service Area had seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total capacity exceeded 15 percent. This was the case in Trauma Service Area O, which included Caldwell County.

COVID Relief Fund update. On January 19, 2021, the Council voted to offer a six-month forbearance to businesses that received a COVID-19 Recovery Loan in 2020. Council re-opened the COVID Relief Grants to small businesses for \$5,000 per business that qualifies. Restaurants and bars that were affected by the Governor's order earned higher points on the application process.

During the February 23, 2021 meeting, Chief Jenkins provided an update of COVID compliance for local businesses.

On **March 2, 2021**, Governor Abbot issued GA-34 that was effective March 10, 2021. It provides that the State no longer requires face covering and it does not allow local jurisdictions to require face coverings. GA-34 supercedes all orders issued by local officials that conflict with regard to services or local orders and provides that businesses and other establishments may require customers and employees to wear face coverings. The consensus of the Council was to leave the Mayor's Declaration in effect and to encourage citizens to continue to wear face coverings and to maintain a six foot distance.

On **May 13, 2021**, the CDC announced that fully vaccinated individuals no longer need to mask up or social distance indoors and outdoors, including crowds. Attached is information from the CDC about how to stay safe around individuals that are or are not fully vaccinated.

On **June 15, 2021**, the consensus of the Council was to continue virtual attendance at meetings.

On **June 30, 2021**, the Governor's office approved a request by the Attorney General to lift the temporary Open Meetings Act suspensions, effective at 12:01 a.m. on September 1, 2021. The change in virtual meetings is that a member of the governing body or board member may attend a meeting virtually but there must be a quorum physically present at the meeting location.

On **July 29, 2021**, Governor Abbott issued Executive Order 38, that combined several existing COVID-19 executive orders to promote statewide uniformity and certainty in the state's COVID-19 response. Governor Abbott stated that "The new Executive Order emphasizes that the path forward relies on personal responsibility rather than government mandates".

On **August 13, 2021**, TML provided the following information regarding actions taken by governmental entities and the Attorney General in regards to face coverings:

- **Mask Mandate Update:** Tuesday afternoon, two state district court judges in Dallas and Bexar counties granted local authorities in those jurisdictions temporary restraining orders blocking Governor Abbott's ban on mask mandates. In response to the rulings, the City of San Antonio issued a requirement for face coverings inside city facilities, and the Dallas County Judge issued an emergency order on Wednesday related to face coverings. Temporary restraining orders are by definition temporary and require further court proceedings to become permanent. TML will continue to monitor these developments. In related news, Houston's Mayor Sylvester Turner is requiring masks in city facilities when physical distancing is not doable.

Additionally, a number of large school districts ("ISDs") across the state, including Dallas ISD, Houston ISD, Austin ISD, Fort Worth ISD, and San Antonio ISD, are requiring masks on school property.

- **Attorney General Issues Two COVID-related opinions:** On August 11, the Attorney General released two opinions related to mask mandates and vaccines.
 1. In Opinion KP-0379, the Attorney General was asked whether COVID-19 vaccines could be required as a condition to enter a government building. Citing the Governor's Executive Order No. 38 as well as the recently passed S.B. 968, the Attorney General opined that government entities may not require COVID-19 vaccines as a condition to enter a government facility.
 2. In Opinion No. KP-0380, the Attorney General was asked to opine on the effect of the Governor's executive orders on federal requirements related to face coverings on public transit. The AG ultimately opined that he is unconvinced that CDC and TSA rules as well as federal law preempt the Governor's orders prohibiting mask mandates.

Please remember that Attorney General opinion are just that: opinions. They are legal guidance but do not carry the force of law or court order.

- **Counties Across Texas Seeing Rise in COVID-19 Threat Levels:** Over the last few weeks, we have reported on the rise in COVID-19 threat levels in counties and cities across the state. That rise continues, with Travis, Harris, Dallas, and Williamson counties, among others, back at the highest threat levels as the Delta variant spreads across the state and ICU bed availability drops.

On **August 29, 2021**, Governor Abbott issued a proclamation renewing the declaration stating that COVID-19 poses an imminent threat of disease for all counties in Texas.

On **August 25, 2021**, Governor Abbott issued GA-39 (attached), prohibiting governmental entities from compelling an individual to receive a COVID-19 vaccine regardless of full FDA approval, among other things.

The Governor also issued the following call to the Special Session of the Legislature:

Legislation regarding whether any State or Local Governmental entities in Texas can mandate that an individual receive a COVID-19 vaccine and, if so, what exemption should apply to such mandate.

On **October 11, 2021**, Governor Abbott issued GA-40 relating to prohibiting all entities of compelling receipt of a COVID-19 vaccine until the issue has been considered through legislation.

On **February 25, 2022**, the CDC updated its framework on monitoring the level of COVID-19 in communities. The new framework moves beyond just looking at cases and testing positivity to evaluation factors that also include hospitalizations and hospital capacity. These factors combined are used to determine whether COVID-19 and severe disease are low, medium or high in a community. The CDC also updated its recommendations for wearing face coverings and respirators. Recommendations are now connected to the community's current level of COVID-19 and severe disease.

On **May 26, 2022**, the CDC upgraded Caldwell County's COVID-19 Community Risk level to "Medium." This is the first time Caldwell County's community risk level has been elevated from "Low" risk since late February. The COVID-19 Community Level is determined by the higher of the new admissions and inpatient beds metrics, based on the current level of new cases per 100,000 population in the past seven days.



GOVERNOR GREG ABBOTT

July 29, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021

Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

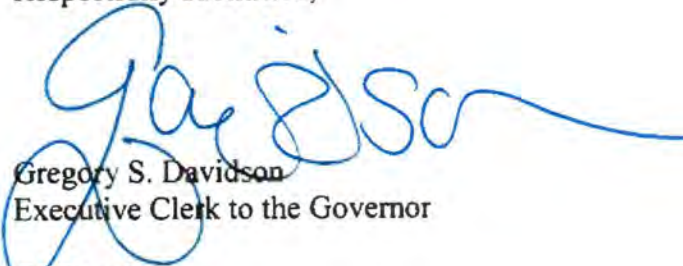
Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-38 relating to the continued response to the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
July 29, 2021

EXECUTIVE ORDER GA 38

Relating to the continued response to the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, from March 2020 through May 2021, I issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health by adjusting social-distancing and other mitigation strategies; and

WHEREAS, combining into one executive order the requirements of several existing COVID-19 executive orders will further promote statewide uniformity and certainty; and

WHEREAS, as the COVID-19 pandemic continues, Texans are strongly encouraged as a matter of personal responsibility to consistently follow good hygiene, social-distancing, and other mitigation practices; and

WHEREAS, receiving a COVID-19 vaccine under an emergency use authorization is always voluntary in Texas and will never be mandated by the government, but it is strongly encouraged for those eligible to receive one; and

WHEREAS, state and local officials should continue to use every reasonable means to make the COVID-19 vaccine available for any eligible person who chooses to receive one; and

WHEREAS, in the Texas Disaster Act of 1975, the legislature charged the governor with the responsibility "for meeting ... the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and expressly granted the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the "governor may issue executive orders ... hav[ing] the force and effect of law;" and

WHEREAS, under Section 418.016(a), the "governor may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business ... if strict compliance with the provisions ... would in any way prevent, hinder, or delay necessary action in coping with a disaster;" and

WHEREAS, under Section 418.018(c), the "governor may control ingress and egress to

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SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

and from a disaster area and the movement of persons and the occupancy of premises in the area;" and

WHEREAS, under Section 418.173, the legislature authorized as "an offense," punishable by a fine up to \$1,000, any "failure to comply with the [state emergency management plan] or with a rule, order, or ordinance adopted under the plan;"

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. To ensure the continued availability of timely information about COVID-19 testing and hospital bed capacity that is crucial to efforts to cope with the COVID-19 disaster, the following requirements apply:
 - a. All hospitals licensed under Chapter 241 of the Texas Health and Safety Code, and all Texas state-run hospitals, except for psychiatric hospitals, shall submit to the Texas Department of State Health Services (DSHS) daily reports of hospital bed capacity, in the manner prescribed by DSHS. DSHS shall promptly share this information with the Centers for Disease Control and Prevention (CDC).
 - b. Every public or private entity that is utilizing an FDA-approved test, including an emergency use authorization test, for human diagnostic purposes of COVID-19, shall submit to DSHS, as well as to the local health department, daily reports of all test results, both positive and negative. DSHS shall promptly share this information with the CDC.
2. To ensure that vaccines continue to be voluntary for all Texans and that Texans' private COVID-19-related health information continues to enjoy protection against compelled disclosure, in addition to new laws enacted by the legislature against so-called "vaccine passports," the following requirements apply:
 - a. No governmental entity can compel any individual to receive a COVID-19 vaccine administered under an emergency use authorization. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine administered under an emergency use authorization.
 - b. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual's vaccination status for any COVID-19 vaccine administered under an emergency use authorization. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.
 - c. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer's vaccination status for any COVID-19 vaccine administered under an emergency use authorization. No consumer may be denied entry to a facility financed

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SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021

- in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine administered under an emergency use authorization.
- d. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.
 - e. This paragraph number 2 shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.
3. To ensure the ability of Texans to preserve livelihoods while protecting lives, the following requirements apply:
- a. There are no COVID-19-related operating limits for any business or other establishment.
 - b. In areas where the COVID-19 transmission rate is high, individuals are encouraged to follow the safe practices they have already mastered, such as wearing face coverings over the nose and mouth wherever it is not feasible to maintain six feet of social distancing from another person not in the same household, but no person may be required by any jurisdiction to wear or to mandate the wearing of a face covering.
 - c. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) is strongly encouraged to use good-faith efforts and available resources to follow the Texas Department of State Health Services (DSHS) health recommendations, found at www.dshs.texas.gov/coronavirus.
 - d. Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow guidance from the Texas Health and Human Services Commission (HHSC) regarding visitations, and should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible.
 - e. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency. Private schools and institutions of higher education are encouraged to establish similar standards.
 - f. County and municipal jails should follow guidance from the Texas Commission on Jail Standards regarding visitations.
 - g. As stated above, business activities and legal proceedings are free to proceed without COVID-19-related limitations imposed by local governmental entities or officials. This paragraph number 3 supersedes any conflicting local order in response to the COVID-19 disaster, and all relevant laws are suspended to the extent necessary to preclude any such inconsistent local orders. Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any conflicting or inconsistent limitation by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to \$1,000.

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3:15pm O'CLOCK

JUL 29 2021

4. To further ensure that no governmental entity can mandate masks, the following requirements shall continue to apply:
- a. No governmental entity, including a county, city, school district, and public health authority, and no governmental official may require any person to wear a face covering or to mandate that another person wear a face covering; provided, however, that:
 - i. state supported living centers, government-owned hospitals, and government-operated hospitals may continue to use appropriate policies regarding the wearing of face coverings; and
 - ii. the Texas Department of Criminal Justice, the Texas Juvenile Justice Department, and any county and municipal jails acting consistent with guidance by the Texas Commission on Jail Standards may continue to use appropriate policies regarding the wearing of face coverings.
 - b. This paragraph number 4 shall supersede any face-covering requirement imposed by any local governmental entity or official, except as explicitly provided in subparagraph number 4.a. To the extent necessary to ensure that local governmental entities or officials do not impose any such face-covering requirements, I hereby suspend the following:
 - i. Sections 418.1015(b) and 418.108 of the Texas Government Code;
 - ii. Chapter 81, Subchapter E of the Texas Health and Safety Code;
 - iii. Chapters 121, 122, and 341 of the Texas Health and Safety Code;
 - iv. Chapter 54 of the Texas Local Government Code; and
 - v. Any other statute invoked by any local governmental entity or official in support of a face-covering requirement.
- Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any such face-covering requirement by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to \$1,000.
- c. Even though face coverings cannot be mandated by any governmental entity, that does not prevent individuals from wearing one if they choose.
5. To further ensure uniformity statewide:
- a. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order or allows gatherings restricted by this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the

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COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

- b. Confinement in jail is not an available penalty for violating this executive order. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes all pre-existing COVID-19-related executive orders and rescinds them in their entirety, except that it does not supersede or rescind Executive Orders GA-13 or GA-37. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 29th
day of July, 2021.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

ATTESTED BY:

A handwritten signature in black ink that reads "Joe A. Esparza".
JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021



GOVERNOR GREG ABBOTT

August 25, 2021

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2 PM O'CLOCK

AUG 25 2021

Secretary of State

Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-39 relating to prohibiting vaccine mandates and vaccine passports subject to legislative action.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

A blue ink signature of Gregory S. Davidson, written in a cursive style.

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
August 25, 2021

EXECUTIVE ORDER
GA 39

*Relating to prohibiting vaccine mandates and vaccine passports
subject to legislative action.*

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, I have issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health; and

WHEREAS, COVID-19 vaccines are strongly encouraged for those eligible to receive one, but have always been voluntary for Texans; and

WHEREAS, I issued Executive Orders GA-35 and GA-38, addressing COVID-19 vaccines administered under an "emergency use authorization" by prohibiting vaccine mandates from governmental entities and by prohibiting "vaccine passports" from governmental entities and certain others; and

WHEREAS, subsequently, on August 23, 2021, while the legislature was already convened in a special session, the U.S. Food and Drug Administration (FDA) approved one of the COVID-19 vaccines for certain age groups, such that this vaccine is no longer administered under an emergency use authorization for those age groups; and

WHEREAS, while this COVID-19 vaccine is now FDA-approved for certain age groups, others are not yet approved and still are administered under an emergency use authorization; and

WHEREAS, through Chapter 161 of the Texas Health and Safety Code, as well as other laws including Chapters 38 and 51 of the Texas Education Code, the legislature has established its primary role over immunizations, and all immunization laws and regulations in Texas stem from the laws established by the legislature; and

WHEREAS, in other contexts where the legislature has imposed immunization requirements, it has also taken care to provide exemptions that allow people to opt out of being forced to take a vaccine; and

WHEREAS, given the legislature's primacy and the need to avoid a patchwork of regulations with respect to vaccinations, it is appropriate to maintain the status quo of

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2pm O'CLOCK

AUG 25 2021

prohibiting vaccine mandates through executive order while allowing the legislature to consider this issue while in session; and

WHEREAS, in this instance, given the legislature's prior actions, maintaining the status quo of prohibiting vaccine mandates and ensuring uniformity pending the legislature's consideration means extending the voluntariness of COVID-19 vaccinations to all COVID-19 vaccinations, regardless of regulatory status; and

WHEREAS, I am also adding this issue to the agenda for the Second Called Session of the legislature that is currently convened so that the legislature has the opportunity to consider this issue through legislation; and

WHEREAS, I will rescind this executive order upon the effective date of such legislation;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. No governmental entity can compel any individual to receive a COVID-19 vaccine. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine.
2. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual's vaccination status for any COVID-19 vaccine. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.
3. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer's vaccination status for any COVID-19 vaccine. No consumer may be denied entry to a facility financed in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine.
4. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.
5. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any

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2PM O'CLOCK

AUG 25 2021

other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.

This executive order supersedes only paragraph No. 2 of Executive Order GA-38, and does not supersede or otherwise affect the remaining paragraphs of Executive Order GA-38. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 25th
day of August, 2021.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

ATTESTED BY:

A handwritten signature in black ink that reads "Joe A. Esparza".
JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2PM O'CLOCK

AUG 25 2021



GOVERNOR GREG ABBOTT

August 29, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30 PM O'CLOCK

AUG 29 2021

Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Mr. Deputy Secretary:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation renewing the declaration stating the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in Texas.

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have issued proclamations renewing the disaster declaration for all Texas counties; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, a state of disaster continues to exist in all counties due to COVID-19;

NOW, THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby renew the disaster proclamation for all counties in Texas.

Pursuant to Section 418.017, I authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.

Pursuant to Section 418.016, any regulatory statute prescribing the procedures for conduct of state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with this disaster shall be suspended upon written approval of the Office of the Governor. However, to the extent that the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency's emergency response that is necessary to cope with this declared disaster, I hereby suspend such statutes and rules for the duration of this declared disaster for that limited purpose.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.



IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 29th day of August, 2021.

A handwritten signature in black ink, reading "Greg Abbott", is written over a horizontal line.

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30 PM O'CLOCK

AUG 29 2021

Governor Greg Abbott
August 29, 2021

Proclamation
Page 2

ATTESTED BY:


JOE ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
5:30pm O'CLOCK
AUG 29 2021



GOVERNOR GREG ABBOTT

October 11, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30 PM 'CLOCK

OCT 11 2021

Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-40 relating to prohibiting vaccine mandates, subject to legislative action.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

A blue ink signature of Gregory S. Davidson, written in a cursive style.

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
October 11, 2021

EXECUTIVE ORDER GA 40

*Relating to prohibiting vaccine mandates,
subject to legislative action.*

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, I have issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health; and

WHEREAS, COVID-19 vaccines are strongly encouraged for those eligible to receive one, but must always be voluntary for Texans; and

WHEREAS, I issued Executive Orders GA-35, GA-38, and GA-39 to prohibit governmental entities and certain others from imposing COVID-19 vaccine mandates or requiring vaccine passports; and

WHEREAS, in yet another instance of federal overreach, the Biden Administration is now bullying many private entities into imposing COVID-19 vaccine mandates, causing workforce disruptions that threaten Texas's continued recovery from the COVID-19 disaster; and

WHEREAS, countless Texans fear losing their livelihoods because they object to receiving a COVID-19 vaccination for reasons of personal conscience, based on a religious belief, or for medical reasons, including prior recovery from COVID-19; and

WHEREAS, through Chapter 161 of the Texas Health and Safety Code, as well as other laws including Chapters 38 and 51 of the Texas Education Code, the legislature has established its primary role over immunizations, and all immunization laws and regulations in Texas stem from the laws established by the legislature; and

WHEREAS, the legislature has taken care to provide exemptions that allow people to opt out of being forced to take a vaccine for reasons of conscience or medical reasons; and

WHEREAS, I am adding this issue to the agenda for the Third Called Session of the legislature that is currently convened so that the legislature has the opportunity to consider this issue through legislation; and

WHEREAS, I will rescind this executive order upon the effective date of such legislation;

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SECRETARY OF STATE
4:30 PM O'CLOCK

OCT 11 2021

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. No entity in Texas can compel receipt of a COVID-19 vaccine by any individual, including an employee or a consumer, who objects to such vaccination for any reason of personal conscience, based on a religious belief, or for medical reasons, including prior recovery from COVID-19. I hereby suspend all relevant statutes to the extent necessary to enforce this prohibition.
2. The maximum fine allowed under Section 418.173 of the Texas Government Code and the State's emergency management plan shall apply to any "failure to comply with" this executive order. Confinement in jail is not an available penalty for violating this executive order.
3. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.

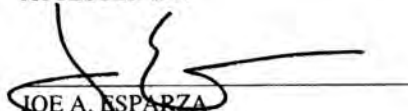
This executive order does not supersede Executive Orders GA-13, GA-37, GA-38, or GA-39. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

Given under my hand this the 11th
day of October, 2021.



GREG ABBOTT
Governor

ATTESTED BY:


JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
9:30 PM O'CLOCK

OCT 11 2021



Memorandum

To: Mayor Lew White, Mayor Pro-Tem Angie Sanchez, Councilmembers Bryant, Michelson, Westmoreland, McGregor, and Mendoza

From: Steven Lewis, City Manager

Date: June 2, 2022

Re: County COVID-19 level update

Mayor and Council,

The Centers of Disease Control and Prevention (CDC) reported Caldwell County's COVID-19 Community Level has been upgraded to *Medium* this week. This is the first time Caldwell County's community risk level has been elevated from *Low* risk since late February. The COVID-19 Community Level is determined by the higher of the new admissions and inpatient beds metrics, based on the current level of new cases per 100,000 population in the past seven days. **Here are the latest numbers on Caldwell County from the CDC:**

Case Rate per 100,000 population	206.12
New COVID-19 admissions per 100,000 population	2.9
% Staffed inpatient beds in use by patients with confirmed COVID-19	0.1%

Based on the CDC's calculations, due to more than 200 new COVID-19 cases, Caldwell County's risk level has been upgraded to *Medium*. With this classification, the CDC recommends increased accessibility to vaccination, testing, and treatment, along with maintaining improved ventilation in public indoor spaces. As of this time, the Caldwell County Office of Emergency Management is not planning on issuing an advisory regarding the county's updated COVID-19 status.

The CDC has the following recommendations for people depending on which COVID-19 Community Level their county is in:

- Low Risk
 - Stay up-to-date with COVID vaccines
 - Get tested if you have symptoms
- Medium Risk

- o Same precautions as low risk and:
 - o Talk to your healthcare provider about whether you should wear a mask and take other precautions if you are at high risk for severe illness
- High Risk
 - o Same precautions as medium risk and:
 - o Wear a mask indoors in public
 - o Additional precautions may be needed for people at high risk for severe illness

This information is also available through the [CDC's Data Tracker: Integrated County View](#), which is updated every Thursday.



City of Lockhart

2020-2021 Strategic Priorities

Prepared by:



City of Lockhart

Summary

On January 17 & 18, 2020 the City of Lockhart hosted two half-day planning sessions to develop goals and strategies for the next 2 years. Some of these goal areas were internal, whereas others were external. The following is the process used to reach the conclusions for the plan.

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

The first portion of the strategic planning process began on Friday, January 17, 2020 with the City Manager and the City of Lockhart Management Team. The facilitator began by asking the Management Team participants what their expectations for discussion for the day were. She then conducted a group brainstorm exercise called Start/Stop/Continue that lists the things that need to begin happening, stop happening, and are mission-critical and must continue regardless of circumstances.

The facilitator then guided the Management Team through 2020-2021 goal and strategy development to recommend to the City Council the following day.

On Saturday, January 18, 2020, the City Council and City Manager convened to review, revise, and establish priorities related to the recommendations generated the day before by the Management Team. Prior to the review, the facilitator asked the City Council to list their expectations for discussion for the day.

The following are the results.

Management Team Expectations for the Day's Discussion Topics

- Holistic view of the City
- Understanding other departments better
- Council to continue to be open to new ideas
- As the city grows, facilities and staff must keep up
- Next comprehensive master plan
- Establish an IT 3-5-year plan to keep current
- Replace phone systems and phone equipment
- Discuss records storage
- What is there for teens and tweens to do?
- Need administrative assistance
- Public Information Officer – keep information on point, factual, and streamlining voice: sharing voice vs. many voices
- Law enforcement: recruitment and administrative assistance
- Stick to implementing plan
- Fire equipment replacement plan and funding
- Achieve “needs” so we can work on “wants” for the future
- Customer service needs additional staff – same staffing level as 1000 accounts ago
- Technology training needed in Library (provide for public)
- Additional Library storage needed
- Electric services study needed and replace needed items
- Salary and compensation study to begin soon – want council to support and fund the results of the study

City Council Expectations for the Day's Discussion Topics

- Improve work environment for staff
- Accomplish unfinished business from last strategic plan
- 142 & I-130 development
- Low-hanging fruit and larger longer-term goals
- Eliminate the red tape
- Look ahead to see what's next
- Balance citizen needs and staff needs
- Keep on track
- Prepare for quality growth
- Neighborhood beautification
- City Hall facilities
- Discuss hospital/after-hours clinic
- Hear staff recommendations

Start/Stop/Continue

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

Start

- Long-term street paving plan (paving/resurfacing)
- Electrical system study
- Formal grantsmanship program
- Records storage facility
- Digitize public works and utility records/maps
- Establish fee schedule for fire plan reviews and inspections
- Review development related fees
- Improve customer service at Police Department and Utilities Department by increasing administrative staff
- Start a Main Street Program
- New City facilities (abolish sewer smell)
- Consider a 4-day/10-hour work week option
- Annual review of facility maintenance, i.e. HVAC systems, etc.
- Make Parks Department into Parks and Recreation Department (start recreation program)
- Review and fund vehicle replacement fund
- Expand/improve airport facilities
- Figuring out how to generate more general fund revenues to pay for items on this “start” list

Stop

- Printing reports – use digital reports when we can
- The waste in Archives
- Excessive paperwork related to personnel (consider paper reduction techniques instead)
- Making new employees wait 6 months to take time off/sick days/etc (other cities do 3 months)
- Excessive engine idling of city vehicles
- Worrying about other departments and focus on making your own team better
- Picking up commercial recycling for free
- Hanging highway banners for free
- Circulating city council department head reports monthly (do quarterly instead)
- Workshop portion of council meetings unless needed (they run too long)
- Referencing the past as “we have always done it that way” (we can be more innovative)

Continue

- Effective communication with customers/website
- Planning for the future
- Maintaining hiring standards
- Improving community amenities finding external funding sources
- Succession planning and cross-training
- Staff meetings
- Learning new ways of doing things
- Employee longevity and retention efforts
- Good customer service
- Acknowledging staff accomplishments
- Great teamwork
- Parks improvements/parks master plan
- Efforts on wayfinding program
- Replacing aged power lines
- Planning and engineering for downtown paving and drainage improvements
- Providing utilities to areas of anticipated future growth and development
- Planning for future industrial parks
- Accreditation for Police and Fire Departments

Recommendations from Staff:

The following items were recommendations from staff to city council. Items that have a checkbox (R) had agreement of city council the following day. The one item with no checkbox was rolled to consideration for 2022.

- ☒ Create and adopt 5-7-year paving/resurfacing plan (roads and sidewalks)
- ☒ Lockhart Police Department to conduct Active Shooter training for all City staff and elected officials and review official safety procedures for council meetings
- ☒ Explore asking the county for grant writer assistance
- ☒ Establish fee schedule for fire plan reviews and inspections
- ☒ Considering increasing existing fees for applications and development fees
- ☒ Develop an Airport Business Plan
- ☒ Research options for additional records storage
- ☒ Transition staff department reports from monthly to quarterly
- ☒ Pursue agenda management process and software
- ☐ Streamline paper processes where possible/evaluate software options
 - o Utility billing
 - o Applications
 - o Council, boards, commissions:
 - Packets
 - Minutes

Goal Development from City Council:

The following items were items identified by council to move forward on for 2020-2021:

- Establish a Hospital with an Emergency Room in town
- Sell church property
- Create resources via Lockhart EDC for proactive outreach to quality builders for additional housing
- Create a Youth Advisory Board to explore options around youth programs/activities
- Adopt a TIF (tax increment financing) policy prior to project being submitted
- Implement downtown drainage improvements
- Develop fiber down 142, 183, and the Central Business District
- Traffic safety improvements: turn lanes and traffic lights
- Consider submitting a multi-year street bond program to voters
- Begin TXDOT safety projects
- Promote a Neighborhood Watch Program
- Promote beautification projects through teamwork
- Clean up trash/enforcement
- Enhance lower income districts/beautification efforts

Progress Reporting

The following icons are used to document progress of the following goals and strategies:

	= Completed
	= On Target or In Progress
	= Not on Target

Goal 1: Economic Development / Planning

Strategies	2019-2020 Progress	2020-2021 Progress
1. Continue to partner with LISD and local youth organizations to encourage careers in local emergency services (Fire and Police)	 Partner with Boy Scouts to develop Police Explorer Program. Fire personnel attend and participate in LISD career days.	
2. Better collaborate with downtown stakeholders and both Chambers of Commerce		
3. Complete updating our development ordinances	 Revised Engineering Standards – presented to Council January 2020. Subdivision Regulations to follow.	

4. Consider development tools to facilitate attraction / recruitment to SH 130 corridor	 IEDC business park development study completed. Future consideration by LEDC.	
5. Bring utilities, assist assembling parcels, rezoning tracts along SH 130/142 and become shovel-ready	 Mostly done. Site development will facilitate the remainder.	
6. Pursue prospects and developers and create a BRE (business retention and expansion) program	 Hiring a second Economic Development practitioner.	
7. Start investing in more property for growth	 IEDC study.	
8. Explore next industrial park	 IEDC study.	
9. HOT (Hotel Occupancy Tax) Funds – board to develop and adopt new process to collect payments from B&Bs	 HOT Advisory Board created. Board training and funding processes under review.	
10. Adopt and implement the Economic Development Strategic Plan (currently underway by Garner Economics) by Q4 2020	 LEDC Board hired Garner Economics January 2020	
11. Robust LEDC website	 Underway with EDsuite contract.	
12. Create resources via Lockhart EDC for proactive outreach to quality builders for additional housing	<i>N/A Brand new/created in 2020</i>	

Strategies	2019-2020 Progress	2020-2021 Progress
13. Adopt a TIF (tax increment financing) policy prior to project being submitted	<i>N/A Brand new/created in 2020</i>	
14. Develop fiber down 142, 183, and the Central Business District	<i>N/A Brand new/created in 2020</i>	

Goal #1 KPIs / Metrics:

- ☒ Did we partner with LISD & other youth organizations to encourage emergency services careers?
- ☐ Did we collaborate with downtown stakeholders and both Chambers of Commerce?
- ☐ Did we completely update our development ordinances?
- ☐ Did we brainstorm development tools for SH-130 development?
- ☐ Did we bring utilities and assemble parcels along SH-130?
- ☐ Did we develop shovel-ready development sites?
- ☐ Did we market those sites to prospective investors?
- ☐ Did we develop plans for our next industrial park?
- ☐ Did we revamp the way HOT funds are structured?
- ☐ Did we develop and implement an Economic Development Strategic Plan?
- ☐ Did the Lockhart EDC revamp their website to better attract investment?
- # of quality home builders the Lockhart EDC proactively reached out to in 2020-2021? _____
- ☐ Did we adopt a new TIF policy?

of miles of new fiber optics laid in Lockhart in 2020-2021? _____

Goal 2: Quality of Life / Quality of Facilities

Strategies	2019-2020 Progress	2020-2021 Progress
1. Invest money to improve the appearance of our town (streets, parks, entry signs)	 Doubled street resurfacing funds in FY 20; Parks Master Plan projects.	
2. Conduct and implement a Space Study of City Buildings and facilities including City Hall	 Budget established for FY 20 Space Study. RFP under development.	
3. Improve the image of City facilities as needed and conduct cosmetic improvements in the meantime	 See No. 2 above.	
4. Update, renovate, and construct City facilities as needed, based on the space study. Realize that remodel of Central Fire Station is likely next.	 Electrical panel upgrade at the Water Treatment Plant; Budget established for FY 20 Space Study; Fire Station No. 2 completed.	
5. Implement the Parks Master Plan, improving the quality of life for the community. What is in Phase 2: splash pad, restroom renovations, dog park, picnic shelter upgrades, and tree planting initiatives	 Multiple Phase I projects underway.	
6. Conduct a citywide quality of life citizen survey and ask council to fund.	 Allocate funds in FY 20-21; assign project to PIO.	
7. Establish a Hospital with an Emergency Room in town	<i>N/A Brand new/created in 2020</i>	
8. Sell church property	<i>N/A Brand new/created in 2020</i>	
9. Create a Youth Advisory Board to explore options around youth programs/activities	<i>N/A Brand new/created in 2020</i>	
10. Implement downtown drainage improvements	<i>N/A Brand new/created in 2020</i>	

Strategies	2019-2020 Progress	2020-2021 Progress
11. Consider submitting a multi-year street bond program to voters	<i>N/A Brand new/created in 2020</i>	
12. Promote beautification projects through teamwork	<i>N/A Brand new/created in 2020</i>	
13. Clean up trash/enforcement citywide	<i>N/A Brand new/created in 2020</i>	
14. Enhance lower income districts with beautification efforts	<i>N/A Brand new/created in 2020</i>	

Goal #2 KPIs / Metrics:

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

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

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

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

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

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

Which facilities did we improve the image of? _____

☐ Did we implement elements of the Parks Master Plan?

☐ Did we secure quotes on a Space Study of City buildings including City Hall?

of City-owned buildings we renovated or retrofitted? _____

☐ Did we conduct a citywide quality of life citizen survey?

☐ Did we address levels of service based on the citizen responses we received?

☐ Did we address levels of satisfaction based on the citizen responses we received?

☐ Did we address areas for improvement based on the citizen responses we received?

☐ Did we court hospital providers?

☐ Did we sell the church property?

☐ Did we create a Youth Advisory Board?

☐ Did we implement downtown drainage improvements?

☐ Did we fully investigate issuing a street bond?

☐ Did we fully enforce trash clean up around town?

☐ Did we specifically target lower income neighborhoods for new beautification projects?

Goal 3: Staffing / Personnel

Strategies	2019-2020 Progress	2020-2021 Progress
1. Consider hiring additional personnel (engineer, IT, etc.)	 In FY 20, staffing levels were increased by 2 full-time and 1 part-time positions.	
2. Conduct a staffing study that includes evaluating efficiencies and compensation	 Classification and Compensation Study underway.	
3. Right size staffing levels city-wide based on study results	 No funding was allocated for such a study; discuss need/timing of study during FY 20-21 budget process.	
4. Consider starting salaries that compete with surrounding communities	 Classification and Compensation Study underway.	
5. Be consistent with staff development / policies / purchasing procedures	 Comprehensive Purchasing Policy under development (anticipated to be complete 1 st quarter of 2020). Revision of City Personnel Policy underway.	
6. Implement a staff development program (be consistent)	 House Bill 3834 mandated cybersecurity training for all employees with computer access and elected officials – cybersecurity training program underway.	

Strategies	2019-2020 Progress	2020-2021 Progress
7. Start developing / preparing current staff to take on leadership roles within the organization in the future. Work on succession planning: add Fire, add Electric, add Streets, and add Animal Control.	 Emphasis on leadership training for police personnel, cross training of job duties underway in Finance Department.	
8. Recruit and attract more bi-lingual staff	 No funding was allocated to recruit bi-lingual staff; explore possible options during FY 20-21 budget process and the classification and compensation study.	
9. Customer service / experience excellence training for the Utility and Planning Development teams	 Training budgeted item in FY 20 for Utility Customer Services staff.	

Goal #3 KPIs / Metrics:

of new positions in 2019? _____

☐ # of new positions in 2020 and 2021? _____☐ Did we perform a staffing efficiency/compensation study?☐ Did we right-size our salaries based on that study by the end of 2020?☐ Did we develop new consistent policies and procedures regarding professional development of staff?☐ Did we develop new consistent policies and procedures regarding purchasing/procurement?☐ Did we create and implement a new staff development program to ensure everyone has training opportunities?☐ Did we begin grooming current staff for future leadership roles?☐ How many staff do we have on a leadership track by the end of 2020?

of new employees added in 2019 through 2021 who are bilingual? _____

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

Goal 4: Procedures / IT Management and Services

Strategies	2019-2020 Progress	2020-2021 Progress
1. Improve technology / create specific strategies to have better IT support based on Assessment results	 New outside IT management team hired; Strategic plan for current and emerging issues (cyber) near completion.	
2. Upgrade all technology-related issues as recommended – desktops, servers, software, equipment, and peripherals. \$100K will pay for equipment, \$20K is licensing agreement costs.	 City-wide replacement of desktops with current operating systems complete; new servers in current fiscal year.	
3. Create a 5-year rolling IT equipment replacement plan	 See above notes 1 and 2.	
4. Provide superior service by keeping technology up to date and being able to communicate with the public (keep an open line of communication through website.) Purchase next modules: INCODE	 New PIO hired. Increased social media updates. INCODE permits and inspections software module implemented to track permit and inspections progress; online access to permit applications and tracking underway.	
5. Upgrade the server system	 Desktop operating systems upgrade 100% complete. Server upgrades in progress.	
6. Streamline technology hardware, software processes within the City, based on Assessment recommendations	 Ongoing and FY 20-21.	

Strategies	2019-2020 Progress	2020-2021 Progress
7. Upgrade all equipment and software and be trained on specific software to be used to maximum potential and determine which staff will require which trainings.	 Current year 2020 departmental goal.	
8. Explore implementing downtown Wi-Fi	 To be addressed in 2020 or 2021. Explore options with the Downtown Business Association and both Chambers of Commerce.	

Goal #4 KPIs / Metrics:

- ☐ Did we secure top quality technology support across all departments by the end of 2020?
- ☐ Did we upgrade our desktop computers?
- % of employees who received upgraded computers by the end of 2020 (from 2018 numbers)? _____
- ☐ Did we upgrade our servers?
- ☐ Did we upgrade our computer software, subscriptions, and licenses?
- ☐ Did we upgrade our peripherals?
- ☐ Did we upgrade our other technology equipment?
- ☐ Did we establish an IT policy for updates and replacements that will keep us up-to-date from now through the future?
- ☐ Did we upgrade our City server system?
- ☐ Did we streamline our City technology processes?
- ☐ Did we secure training for staff to use all new equipment properly and efficiently?
- ☐ Did we investigate implementing WiFi throughout Downtown Lockhart?

Goal 5: Public Safety

Strategies	2019-2020 Progress	2020-2021 Progress
1. Provide quality public safety to all citizens of Lockhart		
a. Develop a specific Retention Strategy first	 City-wide classification and compensation study underway. Fire: Council approved 7% salary adjustment in FY 19-20. Police: all officers to attend leadership training, host ceremonial recognition events, retention strategy under development.	
b. Continue to implement hiring strategies we developed such as Fire and Police.	 Fire: Use of recruitment video; developing recruitment flyer for use with LISD and the public; career day with Lockhart High School students; Fire Chief to serve on LISD Career and Technical Education Advisory Committee. Police: In 2019, Lockhart Police Officers visited with police cadets attending the AACOG Academy and made presentations to 2 classes of prospective candidates. In 1 st quarter of 2020, LPD will make presentations to the CAPCOG Academy currently in progress.	

Strategies	2019-2020 Progress	2020-2021 Progress
c. Long-term public safety facility planning for Station #1.	 Completed Fire Station No. 2. Analysis and cost estimate to remodel and upgrade Fire Station No. 1 underway.	
d. Develop an equipment replacement schedule. Seek funding for existing equipment (fire apparatus and patrol cars) replacements.	 Developed an ambulance replacement schedule with Caldwell County and Seton. Upgrades to two-way radios (portables and mobiles) underway.	
e. Continue to ensure use of best practices / standards (research best practices, then implement)	 Fire: Fire Department is preparing an emergency management tabletop exercise for City staff. Police: Upgraded Police Officer body-worn cameras to 3 rd generation models.	
f. Evaluate Accreditation opportunities	 Fire: Reviewing the Texas Fire Chief's Association (TFCA) accreditation process before formal enrollment. Police: Currently reviewing the 166 Texas Law Enforcement Best Practices. Will submit for recognition in the 3 rd quarter of 2020.	

Strategies	2019-2020 Progress	2020-2021 Progress
g. Traffic safety improvements: turn lanes and traffic lights	<i>N/A Brand new/created in 2020</i>	
h. Begin TXDOT safety projects	<i>N/A Brand new/created in 2020</i>	
i. Promote a Neighborhood Watch Program	<i>N/A Brand new/created in 2020</i>	

Goal #5 KPIs / Metrics:

of new law enforcement officers hired in 2019? _____

of new law enforcement officers hired in 2020? _____

of new law enforcement officers hired in 2021? _____

% law enforcement officers retained? _____%

of new firefighters hired in 2019? _____

of new firefighters hired in 2020? _____

of new firefighters hired in 2021? _____

% firefighters retained? _____%

☐ Did we develop a long-term public safety facilities plan?☐ Did we develop a public safety equipment replacement schedule?☐ Did we implement that new replacement schedule?☐ Did we research and record best practices across the country regarding public safety policy?☐ Did we make any modifications to our public safety policies based on that research?☐ Did we explore and evaluate Accreditation opportunities?☐ Did we implement new turn lane and traffic light improvements in 2020-2021?☐ Did we begin the TXDOT safety projects?☐ Did we proactively promote a Neighborhood Watch Program for Lockhart?

Conclusion

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

She reminded them that they are one team working toward one vision. The city council and management team agreed to use this document regularly throughout 2020 and 2021 to track progress and measure accomplishments.



City of Lockhart

2019-2020 Strategic Priorities

Prepared by:



City of Lockhart

Summary

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

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

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

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

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

The following are the results.

Management Team Expectations for the Day's Discussion Topics

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

City Council Expectations for the Day's Discussion Topics

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

SWOT Analysis

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

Strengths

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

Weaknesses / Challenges

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

Opportunities

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

Threats

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

Start/Stop/Continue

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

Start

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

Stop

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

Continue

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

Goal 1: Economic Development / Planning

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

Goal #1 KPIs / Metrics:

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

Goal 2: Quality of Life / Quality of Facilities

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

Goal #2 KPIs / Metrics:

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

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

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

of City facilities we improved the appearance of? _____

☐ Which facilities did we improve the image of?

☐ Did we implement elements of the Parks Master Plan?

☐ Did we secure quotes on a Space Study of City buildings including City Hall?

☐ How many City-owned buildings did we renovate or retrofit?

☐ Did we conduct a citywide quality of life citizen survey?

☐ Did we address levels of service based on the citizen responses we received?

☐ Did we address levels of satisfaction based on the citizen responses we received?

☐ Did we address areas for improvement based on the citizen responses we received?

Goal 3: Staffing / Personnel

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

Goal #3 KPIs / Metrics:

of new positions in 2019 and 2020? _____

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

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

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

Goal 4: Procedures / IT / Software and Hardware

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

Goal #4 KPIs / Metrics:

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

Goal 5: Public Safety

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

Goal #5 KPIs / Metrics:

of new law enforcement officers hired in 2019?

of new law enforcement officers hired in 2020?

% law enforcement officers retained?

of new firefighters hired in 2019?

of new firefighters hired in 2020?

% firefighters retained?

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

☐ Did we develop a public safety equipment replacement schedule?

☐ Did we implement that new replacement schedule?

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

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

☐ Did we explore and evaluate Accreditation opportunities?

Conclusion

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

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

CITY COUNCIL FY 18-19 GOALS (FINAL COMBINED)

PRIORITY ORDER

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

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CITY COUNCIL FY 18-19 GOALS (FINAL COMBINED)

PRIORITY ORDER

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

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CITY COUNCIL FY 18-19 GOALS

Category Order and Comments by City Manager

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

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

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

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

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

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

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

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

LOCKHART CITY COUNCIL FY 17-18 GOALS				
Category and Priority Order				
COUNCIL MEMBER	PRIORITY	GOALS IDENTIFIED BY COUNCIL FOR FY 17-18 (as submitted by Councilmembers)	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	CATEGORY
BH	3	Continue Improving City Cemetery	with GF Expiring debt saving and/or Cemetery Tax	CEMETERY
Jeff M	2	Refurbish City Hall in the inside (to make more inviting to the public) as well as doing some landscaping outside	General Fund	CITY BLDGS
BW	3	Spruce up and clean up City properies		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 additonal 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 opportunity 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 conscentrate 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 maunufacturing
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 maunufacturing
2	Westmoreland	Create a policy for the residency of future admininstrative 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 mintues of City Limis
2	White	Continue street rehab	Need \$ 250,000 annually minimum for street work materials
3	Castillo	City Facilites	Not sure what this includes; can asses all departments for physical needs
3	Gonzales-Sanchez	Economic Development: Recurit more businesses especailly 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 reasonalbe cost per sf plus higher traffic counts.

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

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

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

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

City of Lockhart																					
Future Debt Payments as of 9/30/18																					
Description		Paid Debt	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT
General Government																					
Hotel Tax Fund																					
2016 GO Refunding				40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000								400,000
Total Hotel Tax Fund P & I			-	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	-	-	-	-	-	-	-	400,000
LEDC																					
2015 Tax & Revenue	100.00%		48,093	48,044	48,103	48,152	63,645	63,670	63,513	63,543	63,555	63,643	63,687	65,647	65,544	65,575	65,482	65,579	65,538	65,676	1,048,596
Total LEDC Fund P & I			48,093	48,044	48,103	48,152	63,645	63,670	63,513	63,543	63,555	63,643	63,687	65,647	65,544	65,575	65,482	65,579	65,538	65,676	1,048,596
2015 Capital Projects Fund																					
2015 Tax & Revenue																					-
Total 2015 Capital Projects Fund Fund P & I			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Drainage																					
2015 Tax & Revenue			100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,700,000
Total Drainage Fund P & I			100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,700,000
General Fund																					
2015 Tax & Revenue																					-
Total General Fund P & I			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service Fund																					
2006 Tax & Rev CO's	100.00%		47,175	50,535	48,690	46,845															146,070
2006-A Tax & Rev CO's	93.00%		267,890	267,803	267,332	271,128															806,264
2015 Tax & Revenue	TRNSF		186,594	186,302	186,653	186,945	279,275	279,421	278,487	278,662	278,735	279,261	279,523	291,203	290,590	290,773	290,222	290,798	290,554	291,374	4,548,778
2015 Tax & Revenue	12.00%		117,779	117,659	117,803	117,923	155,867	155,927	155,543	155,615	155,645	155,861	155,969	160,769	160,517	160,592	160,365	160,602	160,502	160,831	2,567,990
2016 GO Refunding	74.84%		171,056	346,930	361,150	353,161	656,899	666,927	661,698	666,974	673,111	670,566	678,350	-	-	-	-	-	-	-	5,735,766
Total Debt Service Fund P & I			790,494	969,229	981,628	976,002	1,092,041	1,102,275	1,095,728	1,101,251	1,107,491	1,105,688	1,113,842	451,972	451,107	451,365	450,587	451,400	451,056	452,205	13,804,868
Total General Government			938,587	1,157,273	1,169,731	1,164,154	1,295,686	1,305,945	1,299,241	1,304,794	1,311,046	1,309,331	1,317,529	617,619	616,651	616,940	616,069	616,979	616,594	617,881	16,953,464

Future Debt Payments as of 9/30/18																					
Description		Paid Debt	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT
Proprietary																					
Electric Fund																					
2013 SIB Loan	30.81%		71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,151	71,151	71,152			1,067,268
																					-
Total Electric Fund P & I		-	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,151	71,151	71,152	-	-	1,067,268
Water Fund																					
2006A Tax & Rev CO's	7.00%		20,164	20,157	20,122	20,408															60,687
2015 Tax & Revenue	49.60%		486,818	486,322	486,917	487,413	644,248	644,496	642,909	643,207	643,331	644,223	644,670	664,510	663,468	663,778	662,842	663,822	663,406	664,800	10,614,362
2016 GO Refunding	21.81%		49,849	101,103	105,247	102,919	191,435	194,357	192,833	194,371	196,159	195,418	197,686	-	-	-	-	-	-	-	1,671,528
2013 SIB Loan	35.80%		82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676			1,240,140
Total Water Fund P & I		-	639,507	690,258	694,962	693,416	918,359	921,529	918,418	920,254	922,166	922,317	925,032	747,186	746,144	746,454	745,518	746,498	663,406	664,800	13,586,717
Sewer Fund																					
2015 Tax & Revenue	4.30%		42,204	42,161	42,213	42,256	55,852	55,874	55,736	55,752	55,773	55,850	55,889	57,609	57,518	57,545	57,464	57,549	57,513	57,643	920,197
2016 GO Refunding	3.35%		7,657	15,529	16,166	15,808	29,404	29,853	29,619	29,855	30,130	30,016	30,364	-	-	-	-	-	-	-	256,744
2013 SIB Loan	33.39%		77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102			1,156,537
Total Sewer Fund P & I			126,963	134,793	135,481	135,166	162,359	162,829	162,457	162,710	163,005	162,968	163,356	134,711	134,620	134,648	134,566	134,651	57,513	57,643	2,333,478
Total Proprietary Fund P & I		-	837,621	896,203	901,594	899,733	1,151,869	1,155,510	1,152,026	1,154,116	1,156,323	1,156,436	1,159,539	953,049	951,915	952,253	951,236	952,301	720,919	722,443	16,987,463
Grand Total			1,776,208	2,053,476	2,071,326	2,063,887	2,447,555	2,461,455	2,451,267	2,458,910	2,467,369	2,465,767	2,477,068	1,570,668	1,568,566	1,569,193	1,567,305	1,569,280	1,337,513	1,340,324	33,940,927

City of Lockhart
2015 BOND PROGRAM

Cost	Notes	Task Name	Duration	Start	Finish	2015	2016	2017
						FebMarAprMayJunJulAugSepOctNovDecJanFebMarAprMayJunJulAugSepOctNovDecJanFebMarAprMayJunJulAugSepOctNovDecJan		
\$14,124,890.00		TOTAL PROJECT COST						
\$2,068,024.00	1	DRAINAGE IMPROVEMENTS CONTRACT 1 - Mesquite/Wichita Street & Richland Drive						
		Surveying Proposal	17 days	Fri 3/6/15	Sun 3/22/15			
		Survey	30 days	Mon 3/23/15	Tue 4/21/15			
		Acquisition	120 days	Wed 4/22/15	Wed 8/19/15			
		Engineering Design	90 days	Wed 4/22/15	Mon 7/20/15			
		Bid Ad/NTP	60 days	Tue 7/21/15	Fri 9/18/15			
		Construction	180 days	Sat 9/19/15	Wed 3/16/16			
\$1,999,200.00	2	DRAINAGE IMPROVEMENTS CONTRACT 2 - Century Oaks/Market Street, & Ash/Comal Streets						
		Surveying Proposal	17 days	Fri 3/6/15	Sun 3/22/15			
		Survey	30 days	Sat 4/25/15	Sun 5/24/15			
		Acquisition	150 days	Mon 5/25/15	Wed 10/21/15			
		Engineering Design	120 days	Mon 5/25/15	Mon 9/21/15			
		Bid Ad/NTP	60 days	Tue 9/22/15	Fri 11/20/15			
		Construction	180 days	Sat 11/21/15	Wed 5/18/16			
\$3,394,038.00	3	DRAINAGE IMPROVEMENTS CONTRACT 3 - Downtown Improvements Project						
		Surveying Proposal	15 days	Sun 8/2/15	Sun 8/16/15			
		Survey	45 days	Mon 8/17/15	Wed 9/30/15			
		Engineering Design	180 days	Thu 10/1/15	Mon 3/28/16			
		Bid Ad/NTP	60 days	Tue 3/29/16	Fri 5/27/16			
		Construction	365 days	Sat 5/28/16	Sat 5/27/17			
\$323,400.00	4	DRAINAGE IMPROVEMENTS CONTRACT 4 - Medina & US183 Project						
		Surveying Proposal	15 days	Sun 11/1/15	Sun 11/15/15			
		Survey	7 days	Mon 11/16/15	Sun 11/22/15			
		Acquisition	90 days	Mon 11/23/15	Sat 2/20/16			
		Engineering Design	60 days	Mon 11/23/15	Thu 1/21/16			
		Bid Ad/NTP	60 days	Fri 1/22/16	Mon 3/21/16			
		Construction	90 days	Tue 3/22/16	Sun 6/19/16			
\$1,764,000.00	5	FM 2001 ELEVATED TANK PROJECT						
		Surveying Proposal	15 days	Sat 1/2/16	Sat 1/16/16			
		Survey	15 days	Sun 1/17/16	Sun 1/31/16			
		Acquisition	120 days	Mon 2/1/16	Mon 5/30/16			
		Engineering Design	90 days	Mon 2/1/16	Sat 4/30/16			
		Bid Ad/NTP	60 days	Sun 5/1/16	Wed 6/29/16			

City of Lockhart
2015 BOND PROGRAM

Cost	Notes	Task Name	Duration	Start	Finish	2015												2016												2017																	
						Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan						
		Construction	365 days	Thu 6/30/16	Thu 6/29/17																																										
\$1,355,516.00	6	SH130 WATER MAIN PROJECT - City Line Rd. to Existing Tank, SH 130 @ Hwy. 142, Borchert/Mockingbird, Control Valves, FM 2001																																													
		Surveying Proposal	15 days	Mon 1/18/16	Mon 2/1/16																																										
		Survey	30 days	Tue 2/2/16	Wed 3/2/16																																										
		Acquisition	150 days	Thu 3/3/16	Sat 7/30/16																																										
		Engineering Design	120 days	Thu 3/3/16	Thu 6/30/16																																										
		Bid Ad/NTP	60 days	Fri 7/1/16	Mon 8/29/16																																										
		Construction	300 days	Fri 9/2/16	Wed 6/28/17																																										
\$470,400.00	7	SH130 PUMP STATION PROJECT																																													
		Survey	7 days	Mon 4/25/16	Sun 5/1/16																																										
		Engineering Design	90 days	Mon 5/2/16	Sat 7/30/16																																										
		Bid Ad/NTP	60 days	Sun 7/31/16	Wed 9/28/16																																										
		Construction	270 days	Sun 10/2/16	Wed 6/28/17																																										
\$859,186.00	8	SH130/TOWN BRANCH SEWER PROJECT																																													
		Surveying Proposal	15 days	Fri 5/20/16	Fri 6/3/16																																										
		Survey	30 days	Sat 6/4/16	Sun 7/3/16																																										
		Acquisition	120 days	Mon 7/4/16	Mon 10/31/16																																										
		Engineering Design	90 days	Mon 7/4/16	Sat 10/1/16																																										
		Bid Ad/NTP	60 days	Sun 10/2/16	Wed 11/30/16																																										
		Construction	240 days	Mon 12/5/16	Tue 8/1/17																																										
\$1,891,126.00	9	WATER TRANSMISSION MAIN PROJECT - Water Plant Transmission Main, MLK to FM 20 West Transmission Main																																													
		Surveying Proposal	17 days	Wed 11/16/16	Fri 12/2/16																																										
		Survey	30 days	Sat 12/3/16	Sun 1/1/17																																										
		Acquisition	120 days	Mon 1/2/17	Mon 5/1/17																																										
		Engineering Design	90 days	Mon 1/2/17	Sat 4/1/17																																										
		Bid Ad/NTP	60 days	Sun 4/2/17	Wed 5/31/17																																										
		Construction	180 days	Mon 6/5/17	Fri 12/1/17																																										