

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL
February 7, 2023
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 except to the extent specifically authorized under the Texas Open Meetings Act

DISCUSSION ONLY

- A. Presentation of a proclamation declaring February 2023 as Domestic Violence Awareness Month. 4
- B. Presentation of a proclamation proclaiming February 1-28, 2023 as Career and Technical Education Month in Lockhart. 5
- C. Discuss City Council minutes of the January 3, 2023, January 12, 2023 and January 17, 2023 meetings. 6-16
- D. Discuss 1st Quarter Investment Report for Fiscal Year 2022-23. 17-24
- E. Discuss 1st Quarter Financial Report for FY2023. 27-36
- F. Discuss authorizing the City Manager to execute the first amendment to the Commercial Lease between the City of Lockhart and Grain and Seed, LLC. 37-44
- G. Discuss in-kind support and approval of Courthouse Nights Event to be held Downtown from April to August, 2023. 45-64
- H. Discuss authorizing the creation of a Committee on housing and development issues. 65-68
- I. Discuss entering a contract with TRC Engineering relative to the U.S. Department of Commerce - Economic Development Administration Grant (08-79-05656) to provide professional services to design and construct approximately 2.5 miles of wastewater line to the Lockhart Industrial Park III and appointing the City Manager to sign the contractual document, if approved. 69-99
- J. Discuss approving the second amendment to the Lockhart EMS Staffing and Management Services Agreement with Ascension Seton. 100-103

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. CONSENT AGENDA

- A. Approve City Council minutes of the January 3, 2023, January 12, 2023 and January 17, 2023 meetings. 104-114
- B. Approve 1st Quarter Investment Report for Fiscal Year 2022-23. 115-124
- C. Accept 1st Quarter Financial Report for FY2023. 125-134
- D. Discuss and/or action to consider authorizing the City Manager to execute the first amendment to the Commercial Lease between the City of Lockhart and Grain and Seed, LLC. 135-142

5. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action to consider in-kind support and approval of Courthouse Nights Event to be held Downtown from April to August, 2023. 143-162
- B. Discussion and/or action to authorize the creation of a Committee on housing and development issues. 163-166
- C. Discussion and/or action to consider entering a contract with TRC Engineering relative to the U.S. Department of Commerce - Economic Development Administration Grant (08-79-05656) to provide professional services to design and construct approximately 2.5 miles of wastewater line to the Lockhart Industrial Park III and appointing the City Manager to sign the contractual document, if approved. 167-197
- D. Discussion and/or action to consider approving the second amendment to the Lockhart EMS Staffing and Management Services Agreement with Ascension Seton. 198-201

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

- Nueces and Pecos Parks improvements update.
- Update on the newly formed Aquatics Facility Committee.
- Update on selection process for Parks and Recreation General Service Contract Consultant.
- 2022 City Annual Report available.
- Winter Storm Mara update.
- Community Meet and Greet event with Police Chief Finalists on February 11, 2023.

7. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

8. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT PENDING OR CONTEMPLATED LITIGATION; SETTLEMENT OFFER; OR LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE.

- A. Seek legal advice from City Attorney regarding Emergency Medical Services.

9. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.086, FOR DISCUSSION OF A COMPETITIVE MATTER RELATED TO THE CITY'S PUBLIC POWER UTILITY.

- A. Discuss a competitive matter related to the City's public power utility regarding the City's contract with AEP.

10. OPEN SESSION

- A. Discussion and/or action regarding Emergency Medical Services.
- B. Discussion and/or action regarding the City's public power utility and the City's contract with AEP.

11. 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 3rd day of February, 2023 at 3:50pm.

Proclamation

WHEREAS, one in three adolescents is a victim of physical, sexual, emotional, or verbal abuse from a dating partner; and

WHEREAS, the effects of dating violence impact youth in all communities and cuts across economic, racial, gender, and societal barriers; and

WHEREAS, respectful, supportive, and non-violent relationships are key to safety, health, and academic success; and

WHEREAS, by providing teens and young adults with education about healthy relationships and relationship skills, and by changing attitudes that support violence, we recognize that dating violence can be prevented; and

WHEREAS, family, friends, teachers, coaches, faith leaders, community members, and other important people in young peoples' lives have the power to influence youth in positive ways; and

WHEREAS, last year HCWC provided 55 dating violence prevention and healthy relationships presentations to 3,394 teens and young adults; and

WHEREAS, we must work together to raise awareness and promote healthy dating relationships with activities and conversations about mutually respectful and non-violent relationships in our homes, schools, and communities.

NOW, THEREFORE, I, Lew White, by virtue of the authority vested in me as Mayor of Lockhart, Texas do hereby proclaim the month of

February 2023

as

**Dating Violence Awareness and Prevention Month
for teens and young adults.**

And do hereby call upon the citizens of Lockhart to work together to raise awareness and prevent dating violence in our community and beyond.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of Lockhart, Texas, this 7th day of February 2023.

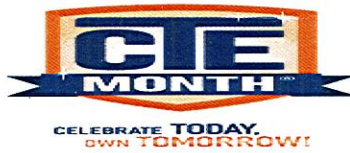
ATTEST:

Julie Bowermon
Deputy City Secretary



CITY OF LOCKHART

Lew White
Mayor



Proclamation

WHEREAS, February 1-28, 2023, has been designated Career and Technical Education Month® by the Association for Career and Technical Education; and

WHEREAS, career and technical education offers students the opportunity to gain the academic, technical and employability skills necessary for true career readiness

WHEREAS, students in career and technical education programs participate in authentic, meaningful experiences that improve the quality of their education and increase their engagement and achievement; and

WHEREAS, career and technical education provides students with career exploration opportunities earlier in their educational experience, which enables them to make informed and beneficial decisions about their academic coursework and pursue established programs of study and career pathways; and

WHEREAS, leaders from business and industry nationwide report increasing challenges related to addressing the skills gap and connecting qualified professionals with available careers in critical and growing CTE-related fields, including healthcare, energy, advanced manufacturing, cybersecurity, and information technology; and

WHEREAS, career and technical education prepares students for these and other fulfilling careers by offering integrated programs of study that link secondary and postsecondary education and lead to the attainment of industry-recognized credentials; and

WHEREAS, career and technical education programs ensure that employers have access to a qualified and thriving workforce, ensuring America is a strong and competitive economy;

NOW THEREFORE, I, Lew White, Mayor of Lockhart, Texas, do hereby proclaim

February 1-28, 2023

as

Career and Technical Education Month

in the City of Lockhart and urge all citizens to become familiar with the services and benefits offered by the career and technical education programs in this community and to support and participate in these programs to enhance their individual skills and productivity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of Lockhart, Texas, this 7th day of February 2023.

ATTEST:



CITY OF LOCKHART

Lew White
Mayor

Julie Bowermon
Deputy City Secretary

**REGULAR MEETING
LOCKHART CITY COUNCIL**

JANUARY 3, 2023

6:30 P.M.

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

Council present:

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

Mayor Lew White
Councilmember John Castillo
Councilmember Kara McGregor
Councilmember Brad Westmoreland

Staff present:

Steven Lewis, City Manager
Monte Akers, City Attorney
Julie Bowermon, Civil Service/HR Director
David Fowler, Senior Planner

Connie Constancio, City Secretary
Victoria Maranan, Public Information Officer
Dan Gibson, City Planner
Mike Kamerlander, Economic Development Dir.

Citizens/Visitors Addressing the Council: Pastor Pete Arciniega and members of Calvary Church; Melissa Reese of Texas Monthly; and Brett Corwin, Developer.

Work Session 6:30 p.m.

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

A. PRESENTATION OF A CERTIFICATE OF RECOGNITION TO CALVARY CHURCH FOR SERVING AS A WARMING CENTER DURING THE ARCTIC BLAST DURING CHRISTMAS, 2022.

Mayor White presented a Certificate of Recognition to Pastor Pete Arciniega and members of Calvary Church for their dedication to the community.

B. UPDATE FROM TEXAS MONTHLY REGARDING PLANS FOR THE 2023 BBQ FEST.

Melissa Reese of Texas Monthly provided an update about the 2022 BBQ Fest. She stated that the 2022 BBQ Fest in Lockhart had the best attendance of events held in other locations. She provided information and there was discussion about plans for the 2023 BBQ Fest that will be held in Lockhart in November 2022.

C. DISCUSS CHANGING MARCIA PROCTOR'S POSITION ON THE ZONING BOARD OF ADJUSTMENT (ZBOA) FROM AN ALTERNATE MEMBER TO A REGULAR MEMBER BY COUNCILMEMBER KARA MCGREGOR WITH A TERM TO EXPIRE IN NOVEMBER 2023.

Councilmember McGregor stated that since her previous appointee (Anne Clark) to the ZBOA resigned on December 6, 2022, she would like to appoint Marcia Proctor as her appointee to the ZBOA. Ms. Proctor continues to meet the qualifications as a ZBOA member.

D. DISCUSS MINUTES OF THE DECEMBER 6, 2022, DECEMBER 13, 2022 AND DECEMBER 20, 2022 COUNCIL MEETINGS.

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

Mayor White announced that the Council would enter Executive Session about the following two topics:

EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.087 TO DELIBERATE OR FOR DISCUSSION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT. Discussion regarding economic development negotiations with Project Sooner.

EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT PENDING OR CONTEMPLATED LITIGATION; SETTLEMENT OFFER; OR LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE. Seek legal advice from City Attorney regarding Emergency Medical Services.

Mayor White announced that the Council would enter Executive Session at 6:57 p.m.

OPEN SESSION

ITEM 10-A. DISCUSSION AND/OR ACTION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS WITH PROJECT SOONER.

and

ITEM 10-B. DISCUSSION AND/OR ACTION REGARDING EMERGENCY MEDICAL SERVICES.

Mayor White announced that the Council would enter Open Session and reconvene the meeting at 7:30 p.m. There was no action.

REGULAR MEETING

ITEM 1. CALL TO ORDER,

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

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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

ITEM 3. PUBLIC COMMENT.

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

ITEM 4-A. HOLD A PUBLIC HEARING AND CONSIDER APPROVAL OF ORDINANCE 2023-01 ANNEXING 92.52 ACRES OUT OF THE JAMES GEORGE SURVEY NUMBER 7, ABSTRACT NUMBER 9, CALDWELL COUNTY, TEXAS, GENERALLY LOCATED ON THE EAST SIDE OF LAY ROAD, APPROXIMATELY 350 FEET EAST OF FM 1322 AND APPROXIMATELY 750 FEET NORTH OF SEAWILLOW ROAD, INCLUDING THE ADJACENT LAY ROAD RIGHT-OF-WAY.

Mayor White opened the public hearing at 7:35 p.m.

Mr. Fowler stated that this item is the adoption of an ordinance to annex, an Annexation Service Agreement, and the application of initial zoning for 92.52 acres located on the east side of Lay Road, approximately 350 feet east of FM 1322, and 750 feet north of Seawillow Road, including the adjacent Lay Road right-of-way. The property is anticipated to be developed as a residential subdivision. The site is not currently served by City of Lockhart water and wastewater utilities. As such, the extension of such services will be at the owner's expense. The adjacent Lay Road right-of-way is included in the annexation due to a clause in Chapter 43 of the Texas Local Government Code that states that when cities annex property adjacent to a county road, they must also annex the entire width of the adjacent right-of-way. Notification of the public hearing was placed on the city website and in the Lockhart Post-Register on Thursday, December, 15, 2022. Relevant public service providers in the annexation area were notified via letters sent before December 16, 2022. The area proposed for annexation is indicated as a combination of Medium-Density Residential and Agriculture/Rural Development on the Future Land Use Map. The parcel abuts one property in the city, which is zoned AO Agricultural-Open Space District. Upon annexation, the property will be automatically zoned AO Agricultural-Open Space District until another zoning district has been successfully requested for the property. There was discussion.

Mayor White requested the applicant to address the Council.

Brett Corwin, Developer, requested approval and stated that they will submit an application for a residential single family dwelling development soon, if the annexation is approved.

Mayor White requested citizens in favor of or against the annexation to address the Council. There were none. He closed the public hearing at 7:40 p.m.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2023-01, as presented. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

ITEM 5-A. DISCUSSION AND/OR ACTION REGARDING UPDATE FROM TEXAS MONTHLY REGARDING PLANS FOR THE 2023 BBQ FEST.

Mayor White announced that the update was presented during the work session.

Mr. Lewis stated that Texas Monthly will meet with staff soon to discuss an action plan and to draft a formal agreement for the 2023 BBQ Fest that will be presented to the Council.

ITEM 5-B. DISCUSSION AND/OR ACTION TO CONSIDER CHANGING MARCIA PROCTOR'S POSITION ON THE ZONING BOARD OF ADJUSTMENT FROM AN ALTERNATE MEMBER TO A REGULAR MEMBER BY COUNCILMEMBER KARA MCGREGOR WITH A TERM TO EXPIRE IN NOVEMBER 2023.

Councilmember McGregor made a motion to appoint Marcia Proctor as a regular member of the Zoning Board of Adjustment. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 5-C. DISCUSSION AND/OR ACTION TO CONSIDER MINUTES OF THE DECEMBER 6, 2022, DECEMBER 13, 2022 AND DECEMBER 20, 2022 COUNCIL MEETINGS.

Councilmember Michelson made a motion to approve the minutes. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

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

- Live Christmas tree recycling program.
- City offices closed on January 16 for MLK Day.
- City Council/Planning and Zoning joint work session on January 12, 2023.
- Update regarding the new Fire Apparatus.
- Update regarding Economic Development project.

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

Councilmember Westmoreland wished everyone a Happy New Year.

Councilmember Mendoza wished everyone a Happy New Year.

Mayor Pro-Tem Sanchez wished everyone a Happy New Year. She expressed condolences to the families of Lupita Trejo, Carolyn Frizell, Antonia Hernandez, Josefa Yanez, Geronimo Castilleja, Ricky Hess, John Fullilove, Andrea Silva and Joseph Taylor for their loss.

Councilmember McGregor wished everyone a Happy New Year. She wished the students good luck when going back to school.

Councilmember Castillo expressed condolences to families that have lost a loved one. He thanked city staff and Calvary Church for serving as a warming center during the freeze storm in Christmas 2022.

Councilmember Michelson wished everyone a Happy New Year.

Mayor White wished everyone a Happy New Year. He expressed condolences to the family of Keith Cheshire for their loss.

ITEM 8. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.087 TO DELIBERATE OR FOR DISCUSSION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT. Discussion regarding economic development negotiations with Project Sooner.

Discussion in Executive Session was conducted during the work session.

ITEM 9. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT PENDING OR CONTEMPLATED LITIGATION; SETTLEMENT OFFER; OR LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE. Seek legal advice from City Attorney regarding Emergency Medical Services.

Discussion in Executive Session was conducted during the work session.

ITEM 11. ADJOURNMENT.

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

PASSED and APPROVED this the 7th day of February, 2023.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
Deputy City Secretary

**SPECIAL MEETING/WORKSHOP
JOINT MEETING
JANUARY 12, 2023**

**LOCKHART CITY COUNCIL
AND
PLANNING AND ZONING COMMISSION**

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

Council present:

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

Mayor Lew White
Councilmember John Castillo
Councilmember Kara McGregor
Councilmember Brad Westmoreland

Staff present:

Steven Lewis, City Manager
Victoria Maranan, Public Information Officer
David Fowler, Senior Planner
Kevin Waller, Senior Planner

Connie Constancio, City Secretary
Sean Kelley, Public Works Director
Dan Gibson, City Planner

Planning and Zoning Commission members present:

Philip Ruiz, Chair
Brad Lingvai

Rick Arnic
Philip McBride

Citizens/Visitors Addressing the Council: None.

5:30 P.M. SPECIAL MEETING AND WORKSHOP OF THE CITY COUNCIL

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting of the Lockhart City Council to order at 5:30 p.m.

**ITEM 2. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE
GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.086 TO DELIBERATE ON
COMPETITIVE MATTERS RELATING TO PUBLIC POWER UTILITIES. Discussion regarding
competitive power contract issues.**

Mayor White announced that the Council would enter Executive Session at 5:30 p.m.

ITEM 3. OPEN SESSION. Discussion and/or action regarding matters discussed in Executive Session.

Mayor White announced that the Council would enter Open Session at 6:10 p.m. There was no action.

**ITEM 4. ADJOURNMENT OF SPECIAL MEETING AND WORKSHOP OF THE CITY
COUNCIL.**

Mayor White announced that the Council would adjourn the special meeting at 6:10 p.m.

**6:30 P.M. SPECIAL JOINT MEETING OF THE LOCKHART CITY COUNCIL AND PLANNING
AND ZONING COMMISSION**

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting of the Lockhart City Council to order at 6:38 p.m.

Philip Ruiz, Chair, called the meeting of the Planning and Zoning Commission to order at 6:38 p.m.

ITEM 2-A. DISCUSSION REGARDING HOUSING AND DEVELOPMENT IN THE CITY OF LOCKHART.

Mayor White gave an update about the topics that were discussed with the Texas Department of Transportation during the previous joint meeting on December 13, 2022.

Mr. Fowler provided information and there was discussion regarding the following:

- Housing in Lockhart.
- Current subdivision projects within the city limits and the extraterritorial jurisdiction.
- Regional recent housing trends.
- Housing market cycle.
- Opportunities of single-family and multi-family housing.
- Housing for all stages of life cycle.
- Approaches to growth and financial issues.
- Comparisons of the value per acre for commercial and residential properties.
- Comprehensive plan is the next step which will provide the biggest opportunity to discuss and refine policy approaches for Lockhart's next 20 years.

ITEM 3. ADJOURNMENT.

The special joint meeting was adjourned at 8:30 p.m.

PASSED and APPROVED this the 7th day of February, 2023.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
Deputy City Secretary

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

Council present:

Mayor Pro-Tem Angie Gonzales-Sanchez
Councilmember Juan Mendoza
Councilmember Brad Westmoreland

Mayor Lew White
Councilmember John Castillo
Councilmember Jeffry Michelson

Council absent:

Councilmember Kara McGregor

Staff present:

Steven Lewis, City Manager
Monte Akers, City Attorney
Julie Bowermon, Civil Service/HR Director
David Fowler, Senior Planner

Connie Constancio, City Secretary
Victoria Maranan, Public Information Officer
Dan Gibson, City Planner
Mike Kamerlander, Economic Development Dir.

Citizens/Visitors Addressing the Council: None.

Work Session 6:30 p.m.

Mayor White announced that Councilmember Kara McGregor will not be attending the meeting due to an illness. He opened the work session and advised the Council, staff and the audience that staff would provide information and explanations about the following items:

DISCUSSION ONLY

A. PRESENTATION REGARDING REVISIONS TO THE U.S. ENVIRONMENTAL PROTECTION AGENCY LEAD AND COPPER RULE.

Mr. Kelley provided an overview of Lead and Copper Rule Revisions that go into effect October 16, 2024. There was discussion.

B. DISCUSS ORDINANCE 2023-03 AMENDING CHAPTER 52 "SUBDIVISION REGULATIONS" OF THE CODE OF ORDINANCES, UPDATING, ADDING, DELETING, CORRECTING, OR CLARIFYING VARIOUS PROVISIONS THROUGHOUT THE ENTIRE CHAPTER; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

Mr. Gibson stated that comprehensive amendments are proposed to Chapter 52 "Subdivision Regulations" of the Lockhart Code of Ordinances. The primary reasons for this are: 1) To ensure compliance with changes in State law that affect subdivision platting standards and procedures; 2) Address various issues where staff and the Commission have over a period of years identified the need for clarification of existing provisions or the addition of entirely new provisions; and, 3) To clean up, delete, or relocate existing text to improve readability, to better express the intent of certain provisions, or to otherwise facilitate enforcement of the chapter. The amendments affect most of the sections in Chapter 52, so the proposed ordinance consists of the entire chapter, instead of just the provisions being changed. Essentially, this replaces the current Subdivision Regulations with a new document. Mr. Gibson stated that the Planning and Zoning Commission and staff recommend approval. There was discussion.

C. DISCUSS THE SELECTION OF TRC ENGINEERING RELATIVE TO THE U.S. DEPARTMENT OF COMMERCE - ECONOMIC DEVELOPMENT ADMINISTRATION GRANT (08-79-05656) TO PROVIDE PROFESSIONAL SERVICES TO DESIGN AND CONSTRUCT APPROXIMATELY 2.5 MILES OF WASTEWATER LINE TO THE LOCKHART INDUSTRIAL PARK III.

Mr. Kelley stated that the City of Lockhart was awarded an Economic Development Administration (EDA) Grant (08-79-05656) from the U.S. Department of Commerce in the amount of \$2,100,000 to install approximately 2.5 miles of wastewater lines between the Larrimore Wastewater Treatment Plant and the new Lockhart Industrial Park III. This grant requires the use of professional engineering services to design and construct the grant funded project. Advertisements for qualified engineering services for the EDA Grant were prepared and submittals were completed in compliance with the grant requirements. Proposals were received from one company which was scored using qualification criteria by the EDA Grant Evaluation Team (Sean Kelley, Joe Chavira and John Eddleton). The firm that submitted a proposal for consideration was TRC, Inc, which scored 270 out of a maximum of 300. TRC's proposal displayed projects similar to the proposed project, has considerable experience and has the capacity to perform the engineering services in a timely manner. There was discussion.

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

REGULAR MEETING

ITEM 1. CALL TO ORDER.

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

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE

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

Mayor White and the Council thanked Dan Gibson, City Planner and Connie Constancio, City Secretary for their service to the community. He announced that both Mr. Gibson and Ms. Constancio will retire from the City of Lockhart the end of the month, January 2023.

ITEM 3. PUBLIC COMMENT.

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

ITEM 4-A. HOLD A PUBLIC HEARING AND DISCUSSION/ACTION TO CONSIDER ORDINANCE 2023-02 AMENDING CHAPTER 64 "ZONING" OF THE CODE OF ORDINANCES, SECTION 64-2 "DEFINITIONS", TO DELETE OR REVISE EXISTING DEFINITIONS, AND TO ADD NEW DEFINITIONS OF VARIOUS LAND USES; AND TO REVISE SECTION 64-196(B), 64-196(C), 64-196(D), 64-196(E), 64-196(F), 64-196(G), 64-196(H), 64-196(I), 64-196(J), 64-196(K), AND 64-196(L), TO DELETE OR REVISE EXISTING LAND USES, AND ADD NEW LAND USES, LISTED AS ALLOWED BY-RIGHT OR AS A SPECIFIC USE IN THE AO, PI, RLD, RMD, RHD, CLB, CCB, CMB, CHB, IL, AND IH ZONING DISTRICTS.

Mayor White opened the public hearing at 7:43 p.m.

Mr. Gibson stated that Section 64-93(c)(7) of the Zoning Ordinance allows the Planning and Zoning Commission to determine the appropriate zoning or use classification where a proposed activity is not

listed as a use permitted by-right or as a specific use in any zoning district. The Commission's determination is enforceable until it can be codified by the City Council adopting an actual Zoning Ordinance amendment. This item is for approval of determinations that have been made from 2011 through 2022, but which have not yet been codified. In addition, staff has added several changes to clarify some other uses that are already listed in the Zoning Ordinance, but which have occasionally led to confusion due to the way they are worded. Also included are changes and additions to definitions associated with some of the uses being added or clarified. Mr. Gibson stated that the Planning and Zoning Commission and staff recommend approval. There was discussion.

Mayor White requested citizens to address the Council regarding the zoning text amendments. There were none. He closed the public hearing at 7:53 p.m.

Councilmember Castillo left the meeting.

Councilmember Mendoza made a motion to approve Ordinance 2023-02, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 5-0.

ITEM 5-A. DISCUSSION/ACTION TO CONSIDER ORDINANCE 2023-03 AMENDING CHAPTER 52 "SUBDIVISION REGULATIONS" OF THE CODE OF ORDINANCES, UPDATING, ADDING, DELETING, CORRECTING, OR CLARIFYING VARIOUS PROVISIONS THROUGHOUT THE ENTIRE CHAPTER; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

Councilmember Westmoreland made a motion to approve Ordinance 2023-03, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 5-0.

ITEM 5-B. DISCUSSION AND/OR ACTION TO SELECT TRC ENGINEERING RELATIVE TO THE U.S. DEPARTMENT OF COMMERCE - ECONOMIC DEVELOPMENT ADMINISTRATION GRANT (08-79-05656) TO PROVIDE PROFESSIONAL SERVICES TO DESIGN AND CONSTRUCT APPROXIMATELY 2.5 MILES OF WASTEWATER LINE TO THE LOCKHART INDUSTRIAL PARK III.

Councilmember Michelson made a motion to approve the selection of TRC Engineering to provide professional services for the U.S. Department of Commerce Economic Development Administrative grant, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 5-0.

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

- Spring bulk pickup event: Saturday, March 25, 7 a.m.
- 2023 Sidewalk Improvements Project.
- CDBG Grant award for water meter replacements.

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

Councilmember Westmoreland thanked District 1 Pride and all involved with the successful MLK march.

Councilmember Mendoza thanked District 1 Pride and all involved with the successful MLK march. He congratulated La Cantera restaurant for being in business for six years.

Mayor Pro-Tem Sanchez expressed condolences to the families of Bob Harvey, Barbara Reed, Susie Tanguma, Carolyn Frizell, Lupita Trejo, Antonia Hernandez, and Philip Hernandez, Jr. for their loss. She thanked District 1 Pride and all involved with the successful MLK march.

Councilmember Michelson thanked District 1 Pride and all involved with the successful MLK march. He thanked Mr. Gibson and Ms. Constancio for their service during their tenure with the City of Lockhart.

Mayor White also thanked District 1 Pride and all involved with the successful MLK march. He thanked Mr. Gibson and Ms. Constancio for their service during their tenure with the City of Lockhart and wished them best in their future endeavors.

ITEM 8. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT PENDING OR CONTEMPLATED LITIGATION; SETTLEMENT OFFER; OR LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE. Seek legal advice from City Attorney regarding Emergency Medical Services.

Mayor White announced that the Council would enter Executive Session at 8:07 p.m.

ITEM 9. OPEN SESSION. Discussion and/or action regarding matters discussed in Executive Session.

Mayor White announced that the Council would enter Open Session at 8:28 p.m. There was no action.

ITEM 10. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 5-0. The meeting was adjourned at 8:29 p.m.

PASSED and APPROVED this the 7th day of February, 2023.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
Deputy City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 7, 2023

AGENDA ITEM CAPTION: Discuss 1st Quarter Investment Report for Fiscal Year 2022-23.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Texas Public Funds Investment Act requires local governments to review and accept Quarterly Investment Reports for each quarterly reporting period of the year. The 1st Quarter of Fiscal Year 2023, ending December 31, 2022 is provided for your review.

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:

LIST OF SUPPORTING DOCUMENTS: 1st QTR Investment Report

CITY OF LOCKHART

Quarterly Investment Report
For the Quarter Ended December 31, 2022

February 7, 2023

CITY of LOCKHART
Quarterly Investment Report
For the Quarter Ended December 31, 2022

This report is presented in accordance with the Texas Government Code, Title 10, Chapter 2256, Public Funds Investment; Section 2256.023 known as the "Public Funds Investment Act". Attached is a detailed City of Lockhart investment report for the period October 1, 2022 through December 31, 2022. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

October 1, 2022

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

Investment Portfolio	
Book Value	Market Value
652,684	652,684
0	0
31,435,330	31,420,533
0	0
32,088,014	32,073,217
670,304	670,304
0	0
36,149,658	36,145,370
0	0
36,819,962	36,815,673

December 31, 2022

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

October 1, 2022

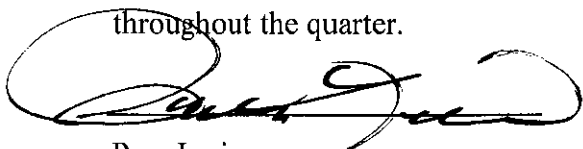
Unrestricted Funds
Restricted Funds
Total Funds

Fund Availabilty	
24,912,473	24,912,473
7,175,541	7,160,744
32,088,014	32,073,217
10,827,859	10,827,859
25,992,103	25,987,815
36,819,962	36,815,673

December 31, 2022

Unrestricted Funds
Restricted Funds
Total Funds

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



Pam Larison
Finance Director

1-24-23

Date

CITY of LOCKHART
Investment Portfolio Summary
For the Quarter Ended December 31, 2022

	Investment Portfolio			
	Book Value	% of Total	Market Value	% of Total
<u>October 1, 2022</u>				
Cash				
Marketable Securities				
Investment Pools				
Certificates of Deposits				
Portfolio Total				
<u>December 31, 2022</u>				
Cash	670,304	1.8%	670,304	1.8%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	36,149,658	98.2%	36,145,370	98.2%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	36,819,962	100.0%	36,815,673	100.0%
<u>Change in Value</u>				
Cash	17,620		17,620	
Marketable Securities	0		0	
Investment Pools	4,714,328		4,724,837	
Certificates of Deposits	0		0	
Portfolio Total	4,731,948		4,742,456	
	0			
<u>Maturity Data</u>	Book Value @ 12/31/2022	Weighted Average Maturity	Yield to Maturity	
Cash	670,304	0 Days	1.00%	
Marketable Securities	0	0 Days	0.00%	
Investment Pools - Texas CLASS	16,703,697	33 Days *	4.32%	
Investment Pools - TexPool	10,878,530	15 Days *	3.98%	
Investment Pools - TexSTAR	8,567,430	42 Days *	3.97%	
Certificates of Deposits	0	0 Days	0.00%	
	36,819,962	29 Days	4.08%	

Benchmark - 4 Week Treasury Bills - Secondary Market @ December 31, 2022

4.02%

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

<u>Total Return On Investment</u>	<u>Interest Earned</u>
Cash	2,195
Marketable Securities	0
Investment Pools - Texas CLASS	159,188
Investment Pools - TexPool	92,352
Investment Pools - TexSTAR	74,258
Certificates of Deposits	0
Total Return on Investment	327,993

CITY OF LOCKHART
Cash Accounts (as reconciled to FLNB)
For the Quarter Ended December 31, 2022

General Operating Account - FLNB		
		<u>Value</u>
October 1, 2022	\$	652,684
Deposits		12,954,435
Withdrawals		(12,939,010)
Interest Earned		2,195
December 31, 2022	\$	670,304

Total Cash Accounts		
		<u>Value</u>
October 1, 2022	\$	652,684
Deposits		12,954,435
Withdrawals		(12,939,010)
Interest Earned		2,195
December 31, 2022	\$	670,304

CITY of LOCKHART
Marketable Securities Transaction Summary
For the Quarter Ended December 31, 2022

Holdings During the Quarter		Purchase Date	CUSIP	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Purchase Price	Quarterly Interest Earned	Beginning Value		Beginning Market Value	Ending Value		Ending Market Value
Type of Security										@ Par	October 1, 2022		@ Par	December 31, 2022	
Totals				\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Purchases										0.22%	
Type of Security	CUSIP	Purchase Date	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Settlement Total	Price	Accrued Interest		
Totals										\$ -	\$ -

Maturities								
	Purchase Date	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Settlement Total		
\$	-							
Totals		\$ -	0.59%			\$ -		

CITY OF LOCKHART
Investment Pool Transactions Summary
For the Quarter Ended December 31, 2022

TexPool					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
October 1, 2022	10,582,329	10,576,086	0.99941	25 Days	2.4100%
Deposits	5,281,000				
Withdrawals	(5,077,151)				
Interest Earned	92,352				
December 31, 2022	10,878,530	10,875,484	0.99972	15 Days	3.9800%

Texas CLASS					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
October 1, 2022	16,544,509	16,536,402	0.99951	43 Days	2.2941%
Deposits	0				
Withdrawals	0				
Interest Earned	159,188				
December 31, 2022	16,703,697	16,703,697	1.00000	33 Days	4.3200%

TexSTAR					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
October 1, 2022	8,493,172	8,490,262	0.99966	31 Days	3.0544%
Deposits	0				
Withdrawals	0				
Interest Earned	74,258				
December 31, 2022	8,567,430	8,566,188	0.999855	42 Days	3.9681%

CITY of LOCKHART
Certificates of Deposit Transaction Summary
For the Quarter Ended December 31, 2022

Holdings During the Quarter

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>Beginning Face Value</u>		<u>Ending Face Value</u>	
									<u>October 1, 2022</u>	<u>December 31, 2022</u>	<u>October 1, 2022</u>	<u>December 31, 2022</u>
			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -

Purchases

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

Maturities

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

City of Lockhart

Investment Pools

Standard and Poor's Ratings

<u>Month</u>	<u>TexPool</u>	<u>TexSTAR</u>	<u>Texas CLASS</u>
January-22	AAAm	AAAm	AAAm
February-22	AAAm	AAAm	AAAm
March-22	AAAm	AAAm	AAAm
April-22	AAAm	AAAm	AAAm
May-22	AAAm	AAAm	AAAm
June-22	AAAm	AAAm	AAAm
July-22	AAAm	AAAm	AAAm
August-22	AAAm	AAAm	AAAm
September-22	AAAm	AAAm	AAAm
October-22	AAAm	AAAm	AAAm
November-22	AAAm	AAAm	AAAm
December-22	AAAm	AAAm	AAAm

City of Lockhart

Bank Collateralization

Standard and Poor's Ratings

<u>Month</u>			FLNB <u>Collateralization *</u>
January-22			AAA
February-22			AAA
March-22			AAA
April-22			AAA
May-22			AAA
June-22			AAA
July-22			AAA
August-22			AAA
September-22			AAA
October-22			AAA
November-22			AAA
December-22			AAA
* Guaranteed by US government (AAA)			

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 7, 2023

AGENDA ITEM CAPTION: Discuss 1st Quarter Financial Report for FY2023.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: In an effort to keep the City Council updated and informed on the City of Lockhart's budget, a quarterly financial status report is presented that focuses on the financial and operational performance and provides updates on revenues and expenditures for the remainder of the fiscal year. This financial management practice is recommended by the GFOA.

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:

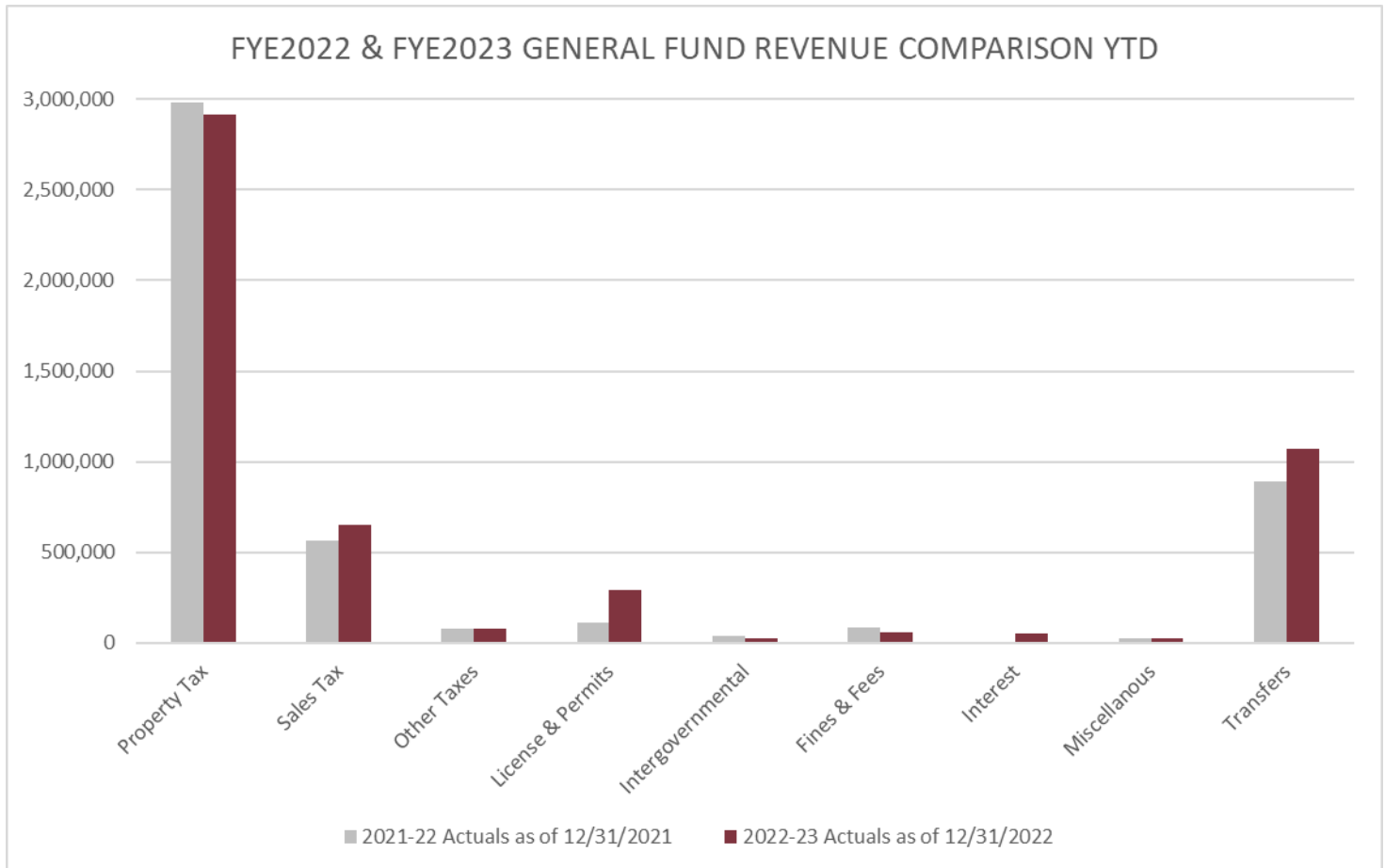
STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: 1st Qtr Financial Focus FY2023

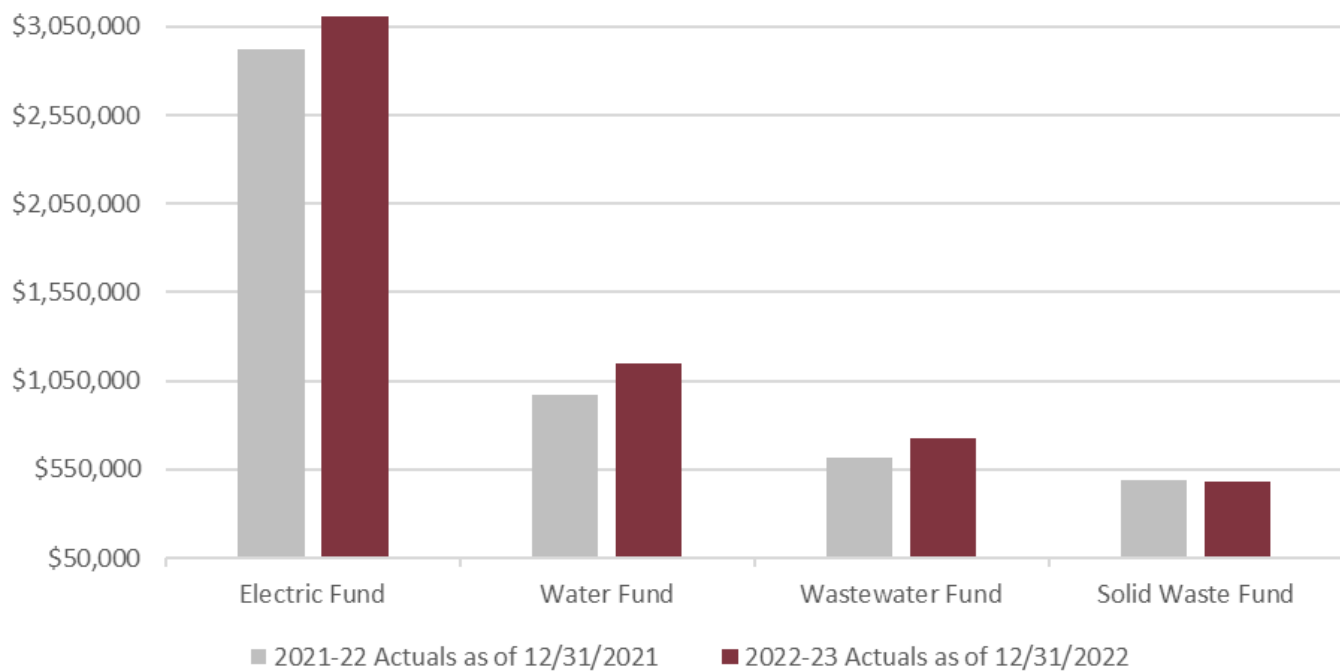
Lockhart Financial Focus

Oct. – Dec. 2022

1st Quarter of FY 2023



FYE2022 & FYE2023 UTILITY FUNDS REVENUE COMPARISON YTD



REVENUES IN THE 1st QUARTER (25% OF BUDGET)

General fund revenues – Property tax revenues are at 59.7% ending the 1st quarter of the fiscal year. Sales tax revenues are currently at 28%, 3% above the 25 percentiles for 1st quarter. License and permits are at 80% collections for 1st quarter with building permits at 125%. Intergovernmental revenues are low during the current reporting period. Revenues increase in this category during 3rd quarter of fiscal year due to revenue from LISD for School Resource Officers (SRO's). Interest revenues are at 480%. Since January 2022, the City of Lockhart has seen interest rates increase from as low as 0.04% to current rates up to 4.57%. Fines and Fees are only at 15%, Miscellaneous revenues are at 37.5% because of insurance reimbursables from prior year accidents being resolved. Transfers revenues are currently at 25% of the fiscal year to date.

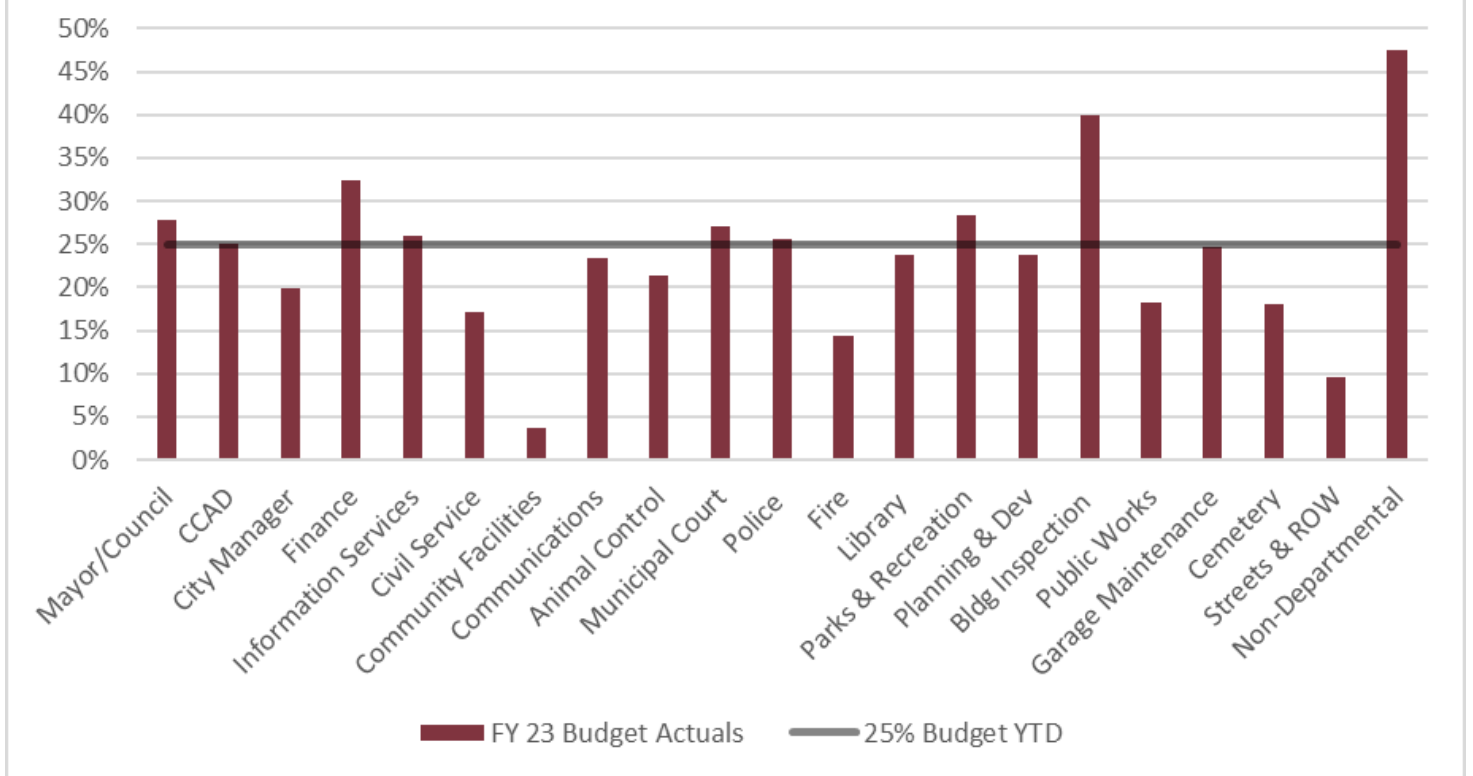
Electric revenues are at the 24.0% of the 1st quarter budget with higher revenues expected during the peak months of the summer.

Water revenues are at 25.5% of the budget year. Water revenues increase during summer months.

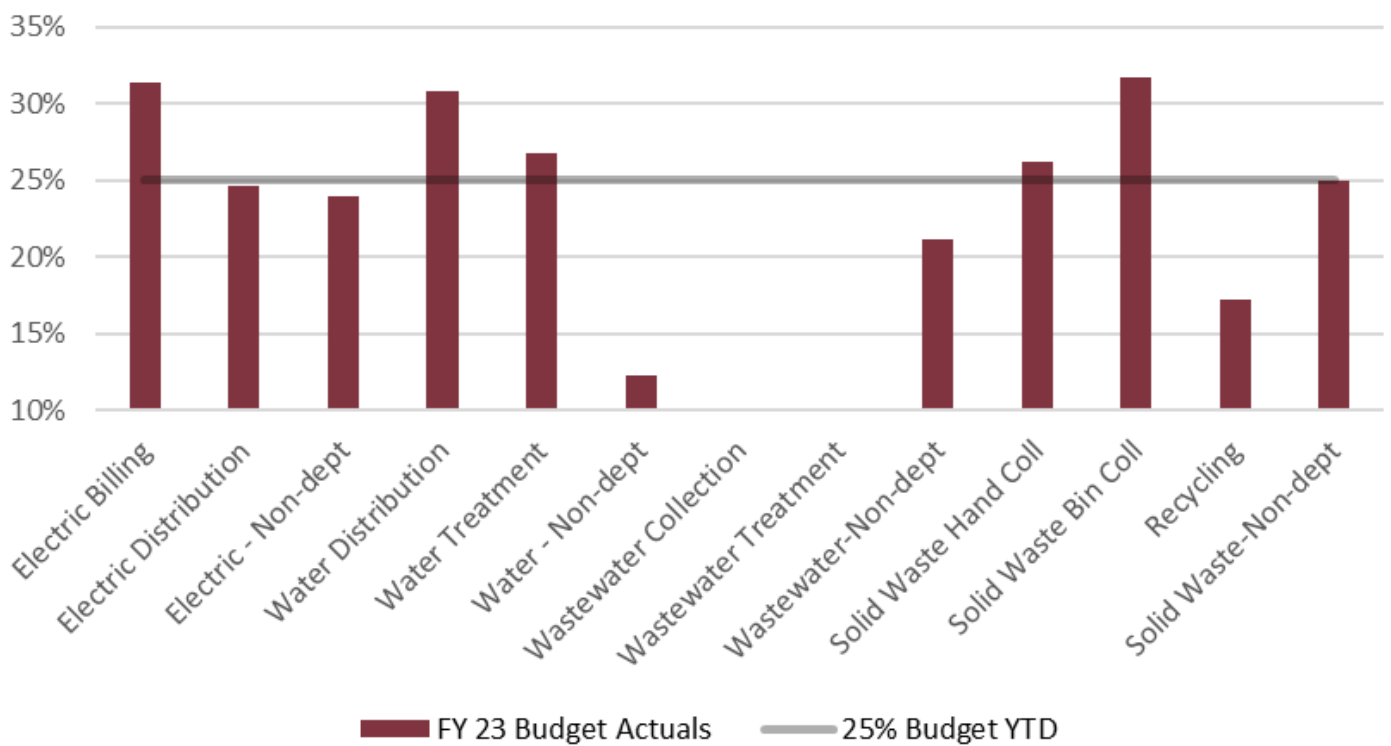
Wastewater - It is currently 25% of the budgeted revenues.

Solid Waste revenues are slightly less than 25% of budgeted revenues due to change in contract in June of 2022.

General Fund Expenditures by Department



Utility Expenditures by Department



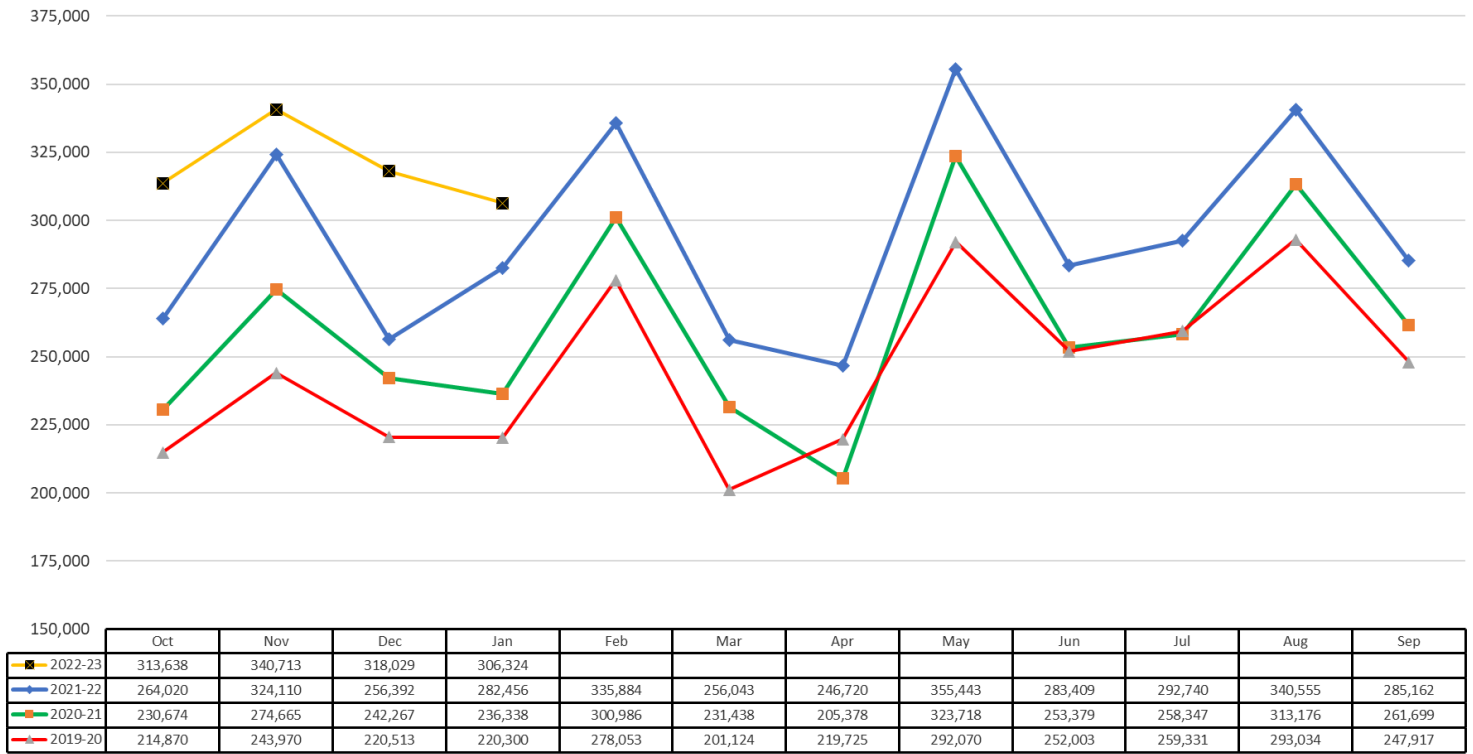
EXPENSES IN THE 1st QUARTER

- The **General Fund** is currently operating \$1,876,724 revenues over expenditures. Departments with higher than 25% budgeted expenditures are the following:
 - ◆ Mayor/Council – election expenses in November has the expenditures at 27.7%.
 - ◆ Finance – 32.4% of budgeted expenses are for annual financial software and audit expense.
 - ◆ Municipal Court – an encumbrance of \$6,000 for a camera system has the court expenditures at 28.9% of budget.
 - ◆ Parks & Recreation – an encumbrance of \$378,652 for a new splash pad and court resurfacing has the Parks department at 28.4%.
 - ◆ Building Inspections – Due to contract with Bureau Veritas, a 3rd party inspection company, the Inspection department is operating at 40% of expenditures to date. Corresponding revenues from building permits offsets this expense by \$77,000.
 - ◆ Non-departmental – annual payment to TML for liability, property and workers compensation insurance has expenditures at 47.5% of budget.

- **The Utility Funds:**

- The Electric Fund is operating \$1,337 revenues over expenditures. The Electric department is currently staying in line with the 25 percentiles of expenses budgeted except for Utility Billing which contains an encumbrance of \$30,000 for annual postage.
- The Water Fund is operating \$84,204 revenues over expenditures. Water Distribution and Non-departmental budgets are slightly over the 25 percentile due to an encumbrance for water meters to Aqua-metrics for \$101,144 and payments to GBRA for maintenance and operations.
- Wastewater has \$251,351 revenues over expenditures and all of their departments are under the 25% of budgeted expenses.
- The Solid Waste Fund's revenues are \$43,527 over expenditures. The hand collections and bin collection departments are slightly over 25% due to billing cycle differences and due to increased costs from CTR in June of 2022.

COMBINED SALES TAX REVENUE



City Allocation:

January 2023 collectibles are 8.5% higher than January 2022 collections.

Total collections for the City of Lockhart to date for FY 22-23 are \$852,469. This reflects a 13.46% increase from FY 21-22 year-to-date.

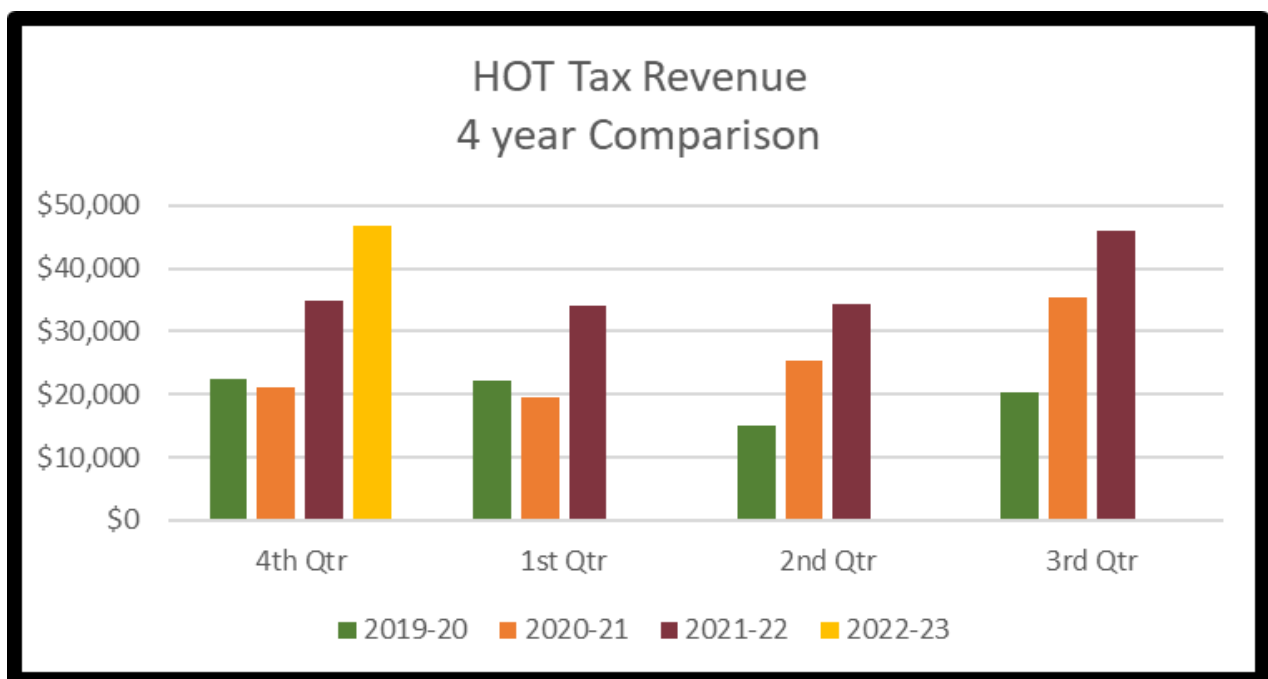
This sales tax revenue to date is 3.05% above budgeted revenues for the current fiscal year.

LEDC Allocation:

Total collections for the Lockhart Economic Development Corp. are \$426,235.

HOT revenues in the 3rd quarter of FY 2021-22 (\$45,917) and in the 4th Quarter of FY 2022-23 (\$46,902), had a significant increase in revenues.

Short-term rentals make up approximately 3% of HOT fund revenues.



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 7, 2023

AGENDA ITEM CAPTION: Discuss authorizing the City Manager to execute the first amendment to the Commercial Lease between the City of Lockhart and Grain and Seed, LLC.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On or about July 28, 2022, the City of Lockhart and Grain and Seed, LLC entered into a Commercial Lease Agreement for premises located at 105 South Colorado St., Lockhart, Texas.

The parties intended to include within the lease a Special Conditions Addendum, but said Special Conditions Addendum was not included in the Lease and the parties wish to amend the Lease to include such an addendum.

Special Addendum - Utilities; Maintenance. Notwithstanding the provisions of the Lease, effective August 1, 2022, the Tenant will obtain, in the Tenant's own name, and assume payment of 100% of the cost of providing all utility services on the property; will provide, and pay 100% of the cost of providing of janitorial service to the building; and will maintain, and pay 100% of the costs of maintaining, the landscaping at the property. The tenant will look solely to the LEDC for payment of the portion of the costs of the tenant's contracted services that are allocable to the LEDC premises under the LEDC lease.

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 respectfully request the approval of this item.

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: First Amendment to Commercial Lease

**First Amendment to
Commercial Lease**

This First Amendment to Commercial Lease (this “**Amendment**”) is made and entered into by and between **Grain and Seed, LLC**, a Texas limited liability company (“**Landlord**”), and **City of Lockhart**, a Texas municipal corporation (“**Tenant**”). Landlord and Tenant may be referred to as the “**Parties**”.

BACKGROUND INFORMATION:

A. On or about July 28, 2022, Landlord and Tenant entered into a certain Commercial Lease (the “**Lease**”) for premises located at 105 S. Colorado Street, Lockhart, Texas (the “**Premises**”).

B. The Parties intended to include within the Lease a Special Conditions Addendum (referenced in Paragraph 35 of the Lease, Paragraph E of the Commercial Lease Addendum for Expense Reimbursement and Paragraph L of the Commercial Lease Construction Addendum), but said Special Conditions Addendum was not actually included in the Lease and the Parties wish to amend the Lease to so include such Addendum.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Defined Terms.** All capitalized terms used in this Amendment and not defined herein shall have the meanings set forth in the Lease.

2. **Special Provisions Addendum.** The Special Provisions Addendum attached to this Amendment is incorporated into the Lease for all purposes.

3. **Ratification.** Except as modified by this Amendment, Landlord and Tenant hereby ratify and confirm the Lease.

(Signature Page Follows)

Executed to be effective December 1, 2022.

LANDLORD:

GRAIN AND SEED, LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____

TENANT:

CITY OF LOCKHART, a Texas municipal corporation

By: _____

Name: _____

Title: _____

Special Provisions Addendum
To
Commercial Lease
Between
Grain and Seed, LLC, as Landlord
And
The City of Lockhart, Texas, as Tenant

This Special Provisions Addendum (this “**Addendum**”) is made a part of, and modifies, the Commercial Lease (the “**Lease**”) between Grain and Seed, LLC, a Texas limited liability company (“**Landlord**”), as landlord, and The City of Lockhart, Texas, a Texas municipal corporation (“**Tenant**”), as tenant.

Background Information:

A. The Property consists of a building (the “**Building**”) containing approximately 6,246 square feet of rentable area and an adjacent parking lot, all situated on real property described as “Part of Lots 5 & 6, Block 17, Original Town of Lockhart” and locally known as 105 Colorado Street, Lockhart, Texas. The leased premises consists of approximately 4,906 square feet of rentable area of the Building. Landlord has leased the remaining 1,358 square feet of rentable area of the Building (the “**EDC Premises**”) to the Lockhart Economic Development Corporation (the “**EDC**”) under a lease (as amended, the “**EDC Lease**”) that will expire March 31, 2025. The term “common area” refers to the parking lot and associated driveways and walkways and any other areas of the Property shared between the EDC and Tenant.

B. Tenant and the EDC are separate but affiliated entities and wish to handle certain operational and accounting matters with respect to the Property and Building directly. Landlord has agreed to such an arrangement during the period both Lease and the EDC Lease are in force and effect, subject to, and conditioned upon, Landlord’s entering into an amendment of the EDC Lease to modify the terms of the EDC Lease to be consistent with the provisions of this Lease.

C. Landlord and Tenant also wish to supplement the terms and provisions of the Lease as set out in this Addendum.

Accordingly, Landlord and Tenant agree as follows with respect to the Lease.

1. Definitions and Recitals. Capitalized terms used in this Addendum but not defined herein will have the meanings set out in the Lease. The Recitals set out above under “Background Information” are incorporated into this Addendum for all purposes.
2. Remeasurement of Premises. Notwithstanding the provisions of Paragraph 2.B(2) of the Lease, any remeasurement of the leased premises must be performed in conjunction with a remeasurement of the EDC Premises (which will require the cooperation of the EDC), so that sum of the rentable square feet within the leased premises and the rentable square feet within the EDC Premises totals 100% of the remeasured rentable area of the Building. Further, in the event of a remeasurement, Tenant’s pro rata share will be recalculated using the adjusted numbers.

3. Delay of Occupancy. Paragraph 3.B is deleted. The provisions of the Commercial Lease Construction Addendum (Tenant to Complete Construction) will govern the construction of tenant improvements within the leased premises.
4. Utilities; Maintenance. Notwithstanding the provisions of the Lease, effective August 1, 2022, Tenant (i) will obtain, in Tenant's own name, and assume payment of 100% of the cost of providing, all utility service to the Property (*i.e.*, all utilities listed under Paragraph 7.A of the Lease to be provided by Tenant); (ii) will provide, and pay 100% of the cost of providing, janitorial service to the Building (including the EDC Premises); and (iii) will maintain, and pay 100% of the cost of maintaining, the landscaping at the Property (the "**Tenant Contracted Services**"). Tenant will look solely to the EDC (and not to Landlord) for payment of the portion of the costs of the Tenant Contracted Services that are allocable to the EDC Premises under the EDC Lease (*i.e.*, 21.68% of such costs). Tenant acknowledges that there are 3 electric meters serving the Property, and that the zones are not consistent with the demising walls that separate the leased premises from the EDC Premises. Upon the expiration or earlier termination of this Lease, Tenant will cooperate with Landlord to transfer all utility service back into Landlord's name or as Landlord may otherwise direct.
5. HVAC. Paragraph 7.D of the Lease is deleted. Tenant and EDC will agree between themselves as to the hours (and settings) for the HVAC services for the Building.
6. Insurance. Tenant's liability insurance policy under Paragraph 8.A will be issued on ISO Form CG 00 01 (or equivalent), will include a designated location general aggregate limit endorsement (covering the entire Property), will cover Tenant's contractual liability under this Lease, and will not have any exclusions for assault or battery; any sublimits must be approved by Landlord. Tenant must also obtain a business auto liability insurance policy with limits of at least \$1,000,000 issued on ISO Form CA 00 01 (or equivalent), which includes liability arising out of operation of all owned, hired, and non-owned vehicles. Tenant must maintain worker's compensation insurance with statutory minimum limits and an employer's liability policy with limits of at least \$1,000,000 each accident for bodily injury by accident/each employee for bodily injury by disease/bodily injury by disease for entire policy. Tenant's insurance policies (i) must be issued by carriers having a Best's Rating of A or better and a Best's Financial Size Category of Class X or better and authorized to sell insurance in the State of Texas; (ii) must be endorsed to be primary, with policies held by Landlord being excess, secondary, and non-contributing; (iii) must be endorsed to provide a waiver of subrogation in favor of Landlord; (iv) with respect to all liability policies except workers compensation and employers liability, must be endorsed to include Landlord as an "additional insured," with the additional insured endorsement on the Commercial General Liability policy being provided on ISO Forms CG 20 11 and CG 20 37; and (v) must be endorsed to provide that the insurer will give Landlord 30 days' prior written notice (10 days for non-payment) for cancellation, non-renewal, or substantial modification. Tenant's insurance obligations under this Lease may be satisfied through so-called blanket or umbrella policies of insurance.
7. "As Is Lease". Prior to execution of the Lease, Tenant inspected the leased premises as Tenant deemed necessary and/or appropriate. By execution of the Lease **TENANT WILL HAVE ACCEPTED THE LEASED PREMISES, BUILDING AND PROPERTY IN THEIR "AS IS" CONDITION AND AS SUITABLE FOR THE PURPOSES HEREIN INTENDED. TENANT REPRESENTS IT IS A KNOWLEDGEABLE OPERATOR OF PROPERTIES SUCH AS THE LEASED PREMISES AND THAT IT**

IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF TENANT'S CONSULTANTS, AND THAT IT WILL CONDUCT ADEQUATE AND SUFFICIENT INSPECTIONS AND INVESTIGATIONS OF THE LEASED PREMISES, BUILDING AND PROPERTY INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME. TENANT IS ASSUMING THE RISK OF ANY ADVERSE MATTER, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS THAT MAY NOT HAVE BEEN REVEALED BY TENANT'S INSPECTIONS AND INVESTIGATIONS. LANDLORD HAS NOT MADE AND IS NOT MAKING (WHETHER BY STATEMENT OF OPINION, DELIVERY OF MATERIAL PERTAINING TO THE LEASED PREMISES, BUILDING OR PROPERTY, COMMENT OR OTHERWISE) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (EXPRESSLY INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE CONDITION OF THE LEASED PREMISES, BUILDING OR PROPERTY, OR WITH RESPECT TO THE SUITABILITY OF THE LEASED PREMISES, BUILDING OR PROPERTY FOR TENANT'S PURPOSES. THIS INCLUDES LATENT OR PATENT DEFECTS IN THE LEASED PREMISES, BUILDING OR PROPERTY, WHICH ARE BY THIS SECTION EXPRESSLY WAIVED BY TENANT.

8. Connection to EDC Premises. Subject to Landlord's approval of detailed plans and specifications and receipt of written permission from EDC, Landlord agrees that Tenant may install a door in the demising wall between the EDC Premises and the leased premises. ***Tenant agrees to indemnify and hold harmless Landlord from any claims of EDC or any person claiming by, through or under EDC by reason of Tenant's creating a means of ingress and egress between the Premises and the EDC Premises.*** If the EDC Lease terminates before the Lease terminates, or otherwise upon expiration or earlier termination of this Lease, Tenant, at Tenant's expense, will close the passageway between the leased premises and EDC Premises and repair and restore the demising wall to its prior condition (including sheetrock, floating and painting).
9. Common Areas. Landlord notifies Tenant that trespassers from time to time have entered without permission onto, and used, the parking lot and common areas of the Property. Tenant understands that Landlord does not have a presence on site at the Property, agrees to assume responsibility for removing any trespassers from the Property's common areas, and releases Landlord from all claims arising out of the presence on the Property of persons not authorized by Landlord.
10. Taxes, Insurance and Landlord Maintenance Items. Notwithstanding that Tenant is assuming certain obligations with respect to maintenance of, and provision of utility service to, the Property, Tenant will pay monthly Tenant's pro rata share of the taxes for the Property, Landlord's insurance for the Property, and the CAM costs incurred by Landlord in performing Landlord's maintenance obligations under the Lease, as provided in the Commercial Lease Addendum for Expense Reimbursement.
11. Contingency. The provisions of Paragraphs 4, 5 and 8 above are conditioned upon Landlord entering into an amendment of the EDC Lease that is consistent with the provisions of said Paragraphs 4, 5 and 8.

Grain and Seed, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

The City of Lockhart, Texas,
a Texas municipal corporation

By: _____
Name: _____
Title: _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 7, 2023

AGENDA ITEM CAPTION: Discuss in-kind support and approval of Courthouse Nights Event to be held Downtown from April to August, 2023.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Rach and Rhodes Presents seek the City Council's approval and in-kind support for their "Courthouse Nights" events to be held on April 21st, May 12th, June 16th, July 21st, and August 18th. There are no known scheduling conflicts with the requested days.

Historical practices for events to be held downtown have been:

- A Special Activity Permit must be obtained from the Police Department.
- The event must be a "city-wide community event."
- If the event costs the City cash for anything, it must be pre-approved by Council.
- In-kind services can include, but not limited to, trash cans, barricades, dumpsters, reasonable electrical services (110v), and reasonable water services.
- If alcohol is involved, security officers must be provided at the expense of the event holder and TABC laws and local alcohol-related ordinances must be observed.
- All fire and food handling regulations are applicable.
- Approval of affected businesses must be obtained.
- All cleanup must be by the event holder.

Last year's in-kind services included barricading street closures and extra trash cans for the event. The street closures for last year's events comprised of the interior lanes of both Commerce Street (Market to San Antonio) and Market Street (Main to Commerce).

This year, Courthouse Nights has proposed a few changes to their event for this season.

- Expanding the road closures to include the interior of Commerce Street (Market to San Antonio) and both interior and exterior lanes of Market Street (Main to Commerce).
- Reducing the events from seven events in 2022 to five events for this year.
- Extending the hours for amplified music from 7pm-10pm to 6pm-11pm.

Courthouse Nights is also seeking City Sponsorship for the event to assist with covering expenses for the concert series and asking that the City provide/cover the cost of a portable restroom if the downtown park restroom is removed. Sponsorship information is included in

City of Lockhart, Texas

Council Agenda Item Cover Sheet

tonight's packet.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: March 15, 2022- Council approved Courthouse Nights 2nd Annual Music Series as Presented

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends expanding the closure as requested, to meet the expected number of attendees and seeks the Council's discretion on the additional requests.

LIST OF SUPPORTING DOCUMENTS: Letter to the City 2023, Special Event Application 2023, CN2023 Sponsorship Packet



January 31, 2023

Dear Steve Lewis and members of Lockhart City Council,

Thank you for allowing Will and I to speak with you at the council meeting tonight about the 3rd season of Courthouse Nights.

As you know, Courthouse Nights is a monthly music series here on our beautiful Square. This year we are hoping to be approved for the concerts to be held from April to August. The current dates we are hoping for are 4/21, 5/12, 6/16, 7/21 and 8/18. The time of the overall event will be from 6pm-11pm.

This event will once again be free and open to the entire community. We are currently raising money through sponsorships for the event and contacting agents for booking. We will not have alcohol or food sales on the lawn. But we will advertise the event as BYOB & BYOF in hopes that attendees will use the resources found in and around the Square.

We think Courthouse Nights has been a total hit and cannot wait to get it up and running again this season!

The following page will show you what we need and what we are asking for from the city this year. This series is a labor of love for us. We look forward to talking more with you about how the city can guide and aide us in our endeavors!

Thank you for your time & attention,

Rachel Lingvai
Rach & Rhodes Presents
(512) 689-2726
rachel@rachandrhopdespresents.com



What we do/provide:

- Fundraise through private and commercial entities to sponsor the event
- Hire talent
- Hire production team
- Enlist volunteers
- Feed volunteers
- Feed band
- All marketing
- Electric
- Insurance for the year

What we are asking for in-kind from the city:

- Trash Receptacles -We had 4-6(?) large trash cans on the southwest side of courthouse plus the smaller trash cans on the lawn. We think that worked perfectly.
- A Stage! Chamber stage. Pegasus drops off and picks up.
- 10 Barricades for Market St. interior & exterior & Commerce interior.
- Provide/cover the cost of a portable restroom if the downtown park restroom is removed
- Sponsorship from city – sponsor levels are in the packet provided along with the benefits of each tier

CITY OF LOCKHART
SPECIAL ACTIVITY PERMIT APPLICATION

THIS APPLICATION MUST BE SUBMITTED TO THE LOCKHART POLICE DEPARTMENT AT 214 BUFKIN LANE, LOCKHART, TEXAS. THE APPROVAL PROCESS MAY TAKE UP TO 3 BUSINESS DAYS TO COMPLETE.

NOTES: FAILURE TO FILE THE APPLICATION WITH THE LOCKHART POLICE DEPT. IN SUFFICIENT TIME MAY RESULT IN DENIAL OF THE PERMIT FOR THIS ACTIVITY.

IN THE EVENT THERE IS A SITUATION/CONFLICT WITH THE PERMIT, YOU WILL BE CONTACTED BY A MEMBER OF LOCKHART CITY STAFF.

DATE RECEIVED: _____ BY: _____

TYPE OF ACTIVITY: Courthouse Nights Music Series

DATE(S) OF ACTIVITY: 4/21, 5/12, 6/16, 7/21, 8/18

TIMES OF ACTIVITY: 6pm-11pm

ACTIVITY SPONSOR (NAME OF GROUP, ORGANIZATION, OR INDIVIDUAL SPONSORING THE ACTIVITY)

NAME: Rach & Rhodes Presents - Courthouse Nights

PHYSICAL ADDRESS: Courthouse Lawn and surrounding Lockhart, TX 78644
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

MAILING ADDRESS: 502 W. Prairie Lea St., Lockhart, TX 78644
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

TELEPHONE NUMBER: (512) 689 2726

APPLICANT (NAME OF THE PERSON WHO WILL BE IN CHARGE OF THIS ACTIVITY)

NAME: Rachel Lingvai

PHYSICAL ADDRESS: 305 S. Rio Grande St., Lockhart, TX 78644
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

MAILING ADDRESS: Same as above

TELEPHONE NUMBER: (512) 689 2726

D.L. # / ID CARD # TX 02366958

LOCATION OF ACTIVITY (FACILITY TO BE USED, PARK, ETC.)

PHYSICAL ADDRESS: Courthouse Lawn and surrounding (Market St. & Commerce St.

NAME OF PROPERTY OWNER: Caldwell County

OWNERS ADDRESS: _____
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

MAILING ADDRESS: _____
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

TELEPHONE NUMBER: (512) 398 - 1808

FACILITY DESCRIPTION

WILL YOU BE USING A TENT OR AN AIR SUPPORTED STRUCTURE? ☐ YES ☐ NO

IF YES, WHAT IS THE SIZE OF THE TENT OR AIR SUPPORTED STRUCTURE? _____

IF YES, IS IT FIRE RETARDENT OR FLAME RESISITANT? ☐ YES ☐ NO

IF YES, DO YOU HAVE THE CERTIFICATE FOR IT? ☐ YES ☐ NO

DO YOU HAVE THE REQUIRED NUMBER OF THE FOLLOWING:

FIRE EXISTS? ☐ YES ☐ NO

FIRE EXTINGUSHERS? ☒ YES ☐ NO

RESTROOM FACILITITES? ☒ YES ☐ NO

SANITATION FACILITIES? ☐ YES ☐ NO

WHAT AREA WILL BE USED FOR VEHICLE PARKING? The surrounding parking on squa

ADMISSION

IS THE ACTIVITY OPEN TO THE PUBLIC? ☐ YES ☐ NO

IF NOT, WHO WILL MONITOR ADMITTANCE? _____

WILL AN ENTRANCE FEE BE CHARGED? ☐ YES ☐ NO

IF YES, HOW MUCH? _____

ESTIMATED NUMBER OF PEOPLE TO ATTEND? 200+

ALCOHOLIC BEVERAGES

WILL ALCOHOLIC BEVERAGES BE ALLOWED ON PREMISES? ☒ YES ☐ NO

IF SO, WHAT TYPE? any from neighboring bars/restaurants

WILL ALCOHOLIC BEVERAGES BE FOR SALE? ☐ YES ☒ NO

IF YES, DO YOU HAVE A TEMPORARY ALCOHOLIC BEVERAGE PERMIT ISSUED BY
THE TEXAS ALCOHOLIC BEVERAGE COMMISSION? ☐ YES ☐ NO

IF YES, WHAT IS THE PERMIT NUMBER? _____

WHO HOLDS THE PERMIT LICENSE? _____

FOOD

WILL FOOD BE SOLD? ☐ YES ☒ NO

IF YES, WHAT TYPE OF FOODS? _____

WILL FOOD BE PREPARED AT THIS LOCATION? ☐ YES ☒ NO

WILL YOU BE USING HEATING OR COOKING EQUIPMENT? ☐ YES ☒ NO

IF YES, WHAT TYPE OF EQUIPMENT? _____

IS THE EQUIPMENT INSTALLED AND SECURED PROPERLY? ☐ YES ☐ NO

DO YOU HAVE A FOOD HANDLERS PERMIT? ☐ YES ☐ NO

IF YES, DATE OF ISSUE: _____ DATE OF EXPIRATION: _____

WILL FOOD BE CATERED? ☐ YES ☐ NO

CATERER'S PHONE NUMBER: (____) _____ - _____

AMUSEMENTS

WILL YOU HAVE ANY AMUSEMENTS? ☒ YES ☐ NO

IF YES, WHAT TYPE: Live Music

AMPLIFIED SOUND

WILL AMPLIFIED SOUND BE USED (i.e., band, disc jockey, loud speakers, etc.)?

☒ YES ☐ NO

IF YES, WHAT TYPE? Band, DJ

DURING WHAT HOURS? 6-11pm

NO OPERATORS OR ACTIVITY SHALL AT ANY TIME ALONG ANY FACILITY PROPERTY LINE CAUSE A SOUND PRESSURE LEVEL WHICH EXCEEDS THE FOLLOWING DECIBLE LIMITS:

<u>Frequency (Hz)</u>	<u>Maximum db level</u>
0 – 600	58
600 – 2400	50
Above 2400	42

VIOLATION OF THESE SOUND LEVELS IS A CRIME PUNISHIBLE BY A FINE NOT TO EXCEED \$1,000.00.

SECURITY

DO YOU HAVE SECURITY OFFICERS? ☐ YES ☐ NO HOW MANY? _____

AGENCY PROVIDING SECURITY? _____

ADDRESS: _____
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

TELEPHONE NUMBER: (____) _____ - _____

**SECURITY INFORMATION MUST BE PROVIDED TO THE LOCKHART
POLICE DEPARTMENT BEFORE THIS ACTIVITY BEGINS**

POLICE DEPARTMENT

City Use Only/Cost: _____

NUMBER OF OFFICERS REQUIRED (IF PD IS TO PROVIDE SECURITY): _____

HOURS TO BE USED: _____

PARKS

City Use Only/Cost: _____

NUMBER OF PARKS PERSONNEL NEEDED FOR EVENT: _____

TRASH CANS NEEDED: _____

NUMBER OF BARRICADES REQUIRED: _____

LOCATION WHERE BARRICADES ARE TO BE USED: _____

_____**STREETS**

City Use Only/Cost: _____

NUMBER OF STREETS PERSONNEL NEEDED FOR EVENT: _____

NUMBER OF BARRICADES REQUIRED: 10STREETS TO BE CLOSED: 1) Market (main to commerce - interior & exterior)2) Commerce (market to san antonio - interior only)

3) _____

4) _____

5) _____

PLEASE USE A SEPARATE SHEET OF PAPER TO CONTINUE STREET CLOSURES.

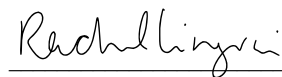
I, the undersigned applicant, hereby affirm that I am the person who is responsible for this activity. I understand that any false or misleading statement in this application is grounds for denial of a permit, or if one has already been issued, grounds for its revocation. I also understand that I am responsible for compliance with all applicable laws and any other requirements set forth for the issuance of this permit.

Rachel Lingvai

Applicant Printed Name

1/31/23

Date



Signature

APPROVED

- ☐ POLICE OFFICIAL: _____ DATE: _____
- ☐ FIRE OFFICIAL: _____ DATE: _____
- ☐ BUILDING OFFICIAL: _____ DATE: _____
- ☐ PARKS OFFICIAL: _____ DATE: _____
- ☐ HEALTH OFFICIAL: _____ DATE: _____
- ☐ ELECTRICAL OFFICIAL: _____ DATE: _____
- ☐ PUBLIC WORKS OFFICIAL: _____ DATE: _____

DISSAPPROVED

- ☐ POLICE OFFICIAL: _____ DATE: _____
- ☐ FIRE OFFICIAL: _____ DATE: _____
- ☐ BUILDING OFFICIAL: _____ DATE: _____
- ☐ PARKS OFFICIAL: _____ DATE: _____
- ☐ HEALTH OFFICIAL: _____ DATE: _____
- ☐ ELECTRICAL OFFICIAL: _____ DATE: _____
- ☐ PUBLIC WORKS OFFICIAL: _____ DATE: _____

COMMENTS / ADDITIONAL REQUIREMENTS:

MUST BE SIGNED AND RETURNED WITH VENDORS APPLICATION
FOOD SERVICE AT SPECIAL EVENTS

BY HEALTH DEPARTMENT
CITY OF LOCKHART

FOOD BOOTH

This Guideline for Food Service at Special Events is compiled to give patrons of those events assurance of Vendors Commitment to Food Safety.

- Food Booths – all food must be covered or all sides of booth must be screened.
- Top to repel water.
- Floors that can be cleaned.
- All food prepared, stored, or displayed must be in booth. **All food must be prepared on site!**
- Hand wash facility shall have adequate amounts of water, soap dispenser and towels (disposable).
- If cooking utensils are used the booth must have two containers large enough to wash the utensils: one for detergent and one for Clorox and water (one tablespoon per gallon of water). **These are not to be used for hand washing!**
- All eating utensils to be disposable (cups, knives, forks spoons and plates).
- Food preparation to be done on nonporous surface (cutting boards of hard plastic).
- There shall be a container to hold all waste from beverages, ice, etc. and disposed of in proper manner (not on ground).
- There must be a food thermometer in each food booth.
- **Cold food must be kept at 41 degrees F or below** (potentially hazardous food [food that will spoil]).
- **Hot food must be kept at 165 degrees F or over** (potentially hazardous food [food that will spoil]).
- Condiments shall be in pumps, squeeze containers, self-closing lids or individual wrapped packages.
- Ice for drinks to be kept separate from ice for cooling.
- Ice used for refrigeration can not be used for consumption.
- **Refrigeration large enough to hold food to 41 degrees or lower day and night** (can not take home).
- Food must be covered at all times.
- If cooking – all grease to be recovered and disposed of properly (**not on the ground**)!
- Store everything at least 6” off the ground.
- All garbage to be in plastic lined container with lid.

FOOD HANDLERS

- **Must wear clean outer garments/aprons.**
- **Restrain hair (hats, scarves or hair nets).**
- **Do not work if ill.**
- **Wash hands each time you enter food area from eating, smoking, using restroom, etc.**
- **If you are handling food, you must use disposable, chemically treated towelette.**
- **Persons using tongs or individual tissue need not use gloves.**
- **No smoking or eating in the booth.**
- **No visitors, children or pets are allowed in the booth.**

COMPLIANCE IS MANDATORY

You must sign this document and return it with your application or the application will be denied.

Printed Name

Signature

Date

PARK USE APPLICATION (PAVILION)

NAME OF PERSON, GROUP OR: _____

ADDRESS: _____
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

TELEPHONE NUMBER: (____) _____ - _____

DATE & TIME OF ACTIVITY: _____

FACILITY TO BE USED: _____

PURPOSE OF ACTIVITY: _____

WHO WILL BE RESPONSIBLE FOR THE ACTIVITY? _____

ADDRESS: _____
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

TELEPHONE NUMBER: (____) _____ - _____

SIGNATURE

DATE

Sec. 19-35 Revocation of Permit

A park use permit may be revoked at any time by the City Manager or his designate for reasons which may include, but are not limited to misrepresentation of information given at the time of permit application, failure to comply with conditions the permit, or assignment of the permit to another party without the prior written consent of the City Manager or his designate.

****SPECIAL NOTE: IT IS THE USER/APPLICANT'S RESPONSIBILITY TO BAG AND PLACE ALL GARBAGE IN THE NEAREST DUMPSTER TO THE PAVILION BEING USED. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL FORFEIT ALL DEPOSITS AND FUTURE USE OF ANY CITY FACILITY!**

APPLICANT'S INITIALS

FOR OFFICIAL USE ONLY

APPROVED ☐

DISAPPROVED ☐

(SIGNATURE OF OFFICIAL)

DATE

FEES PAID: _____ DEPOSIT PAID: _____

DATE PAID: _____ DATE PAID: _____

RECEIPT # _____ RECEIPT # _____

*RACH & RHODES
PRESENTS*

Courthouse Nights



***AN EVENING OF MUSIC AND COMMUNITY
ON THE COURTHOUSE LAWN***



WHAT IS IT?

Courthouse Nights is a monthly music series on the 3rd Friday of every month from April to August. It is a family-friendly, free event centered around the Caldwell County Courthouse.

WHO IS PUTTING THIS TOGETHER?

Courthouse Nights is produced by Lockhart residents and music enthusiasts Rachel Lingvai and Will Rhodes.

WHY COURTHOUSE NIGHTS?

We love this town and want to use music as a catalyst to celebrate the diversity and community here in Lockhart and surrounding. We believe the county courthouse lawn is the perfect location for this event.



Where Your Money Goes

BUILDING COMMUNITY

- Creating a free event for the entire community to enjoy
- Highlighting our beautiful county courthouse

SUPPORTING THE ARTS

- We are able to book a more versatile headliner with broader demographic appeal
- We are able to hire an experienced staff

SUPPORTING DOWNTOWN LH

- Bringing money to our downtown businesses



2023 Sponsorship Opportunities

BFF SPONSOR

\$3,500

This is a Monthly Spotlight Sponsorship
On your chosen month you will get:

- Opportunity to speak/introduce yourself and/or the band
- Your banner displayed prominently behind or in front of the stage
- A one-time introduction on all social media outlets and continued logo placement leading up to your night

All season you will get:

- Continued logo recognition whenever thanking our sponsors on-line separated by tiers of support
- Company/logo placement as the presenter for the month on our 2023 line-up poster both printed and online
- Personal banner displayed prominently at event near stage
- Courthouse Nights swag
- Admission for 2 to our end of the season wrap party



2023 Sponsorship Opportunities

GOOD FRIEND

\$1,500

- Projected logo on our new sponsor screen at the event
- One-time introduction on social media outlets
- Logo Placement on all digital and poster promo
- Continued logo recognition whenever thanking our sponsors on-line separated by tiers of support
- Courthouse Nights swag
- Admission for 2 to our end of the season wrap party

GOOD NEIGHBOR

\$750

- Logo placement on all digital and poster promo
- Projected logo on our new sponsor screen at the event
- Continued logo recognition whenever thanking our sponsors on-line separated by tiers of support
- Courthouse Nights swag bag



PAST PERFORMERS:

- James McMurtry
- Tomar & the FC's
- Emily Wolf
- Bidi Bidi Banda
- Croy & the Boys
- David Beck's Tejano Weekend
- Mathew Vasquez (of Delta Spirit)
- The Greyhounds
- Nuevo
- The Tiarras



2023 Sponsorship Form

SEND TO:

rachel@rachandr Rhodespresents.com

PLEASE MAKE CHECKS PAYABLE TO:

Rach & Rhodes Presents

Organization: _____

Contact Name: _____

Phone: _____

Email: _____

T-shirt size (for 2): _____

Sponsorship Level:

Good Neighbor

\$750

Good Friend

\$1500

BFF

\$3500

Signature: _____ **Date:** _____

Thank you for your sponsorship!



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 7, 2023

AGENDA ITEM CAPTION: Discuss authorizing the creation of a Committee on housing and development issues.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: The Mayor has proposed creating a committee on housing and development to address the issues discussed at the joint workshops of City Council and the Planning and Zoning Commission held in December 2022 and January 2023. The mission of the Committee will be to reflect upon the discussions at the joint workshops and decide which policy priorities City staff and the Planning and Zoning Commission should work on to address the city's development-related issues, and set the order and timing of the work items that could be assigned following the Committee's discussions. The attached schedule provides a draft timeline of the work products the Committee could potentially assign. Any policies the Committee would recommend that would involve a change to City ordinances would be subject to City Council approval as well as review by the Planning and Zoning Commission and/or the Historic Preservation Commission where required. The scope and pace of work products resulting from Committee discussions will also be subject to legal review and the possible need for outside area experts to draft specialized code language. As an appointed City committee, the group's meetings would be subject to public notice requirements.

PROJECT SCHEDULE (if applicable): Draft schedule shown in attached document

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: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Recommend approving the formation of the committee and the draft schedule of priorities for the committee.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Housing and Development Committee-project
timeline

Housing and Development Committee

Project timeline, February 2023

The following is a proposed schedule of activities for the proposed Committee to discuss housing and development issues. The following schedule is intended to provide an overview of possible activities the group may undertake. The timing and completion of the milestones will likely be dependent on staffing levels, zoning and annexation activity, the comprehensive plan production schedule, legal constraints, need to retain consultants for development of specialized ordinances, consideration of the vested rights of property owners, and the results of working group discussions. Additionally, all zoning or regulatory changes suggested through this working group would be subject to the approval of the City Council and the review and recommendations of the Planning and Zoning Commission and/or Historic Preservation Commission.

I. Single Family Housing:

Ongoing/recent:

- Monitor short-term rentals
- Upgrade park dedication standards

Short-term, 1-6 months

- Require greater variation of house designs, increase restrictions on repeating same house
- Add minimum landscaping standards, including number of tree plantings and caliper/species
- Study separation of RHD zoning district into separate districts, one for single-family and detached and one for other housing types such as duplex, patio home, townhouse and condominium. (May work against goal of encouraging missing middle housing).

Mid-term, 6-12 months:

- Changes to minimum entrances, block and cul-de-sac length, and street connectivity requirements "Require or encourage connections between new developments and adjacent neighborhoods"
- Raise development fees to cover costs
- Create and enact residential design standards

Long-range (or enabled through comp plan)

- Ensure adequate Residential Low Density zoning is created and maintained

II. Multifamily Housing

Short-term, 1-6 months:

- Minimum landscaping standards for apartment complexes
- Develop location policy for Multifamily residential that discourages MF-2 zoning away from arterial roads

Mid-term, 6-12 months:

- Raise development fees to cover costs
- Enact design standards for multifamily uses
- Add covered parking requirements for apartment complexes

Long-range (or enabled through comp plan)

- Ensure equitable ratio of new single-family and multifamily projects in comparison to region (done through future land use map in comp plan and review of master-planned developments)

III. Other areas

Short Term, 1-6 months

- Discuss expansion of historic district and Central Commercial Zoning District

Long-range/through comp plan:

- Encourage missing middle housing (also accomplished through MF-2 location policy) "Allow a mix of housing types and lot sizes"
- Research creating zoning district for transition from current historic district to surrounding properties. Priority: "Preserve historic resources," "Clearly Define Downtown Area"

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 7, 2023

AGENDA ITEM CAPTION: Discuss entering a contract with TRC Engineering relative to the U.S. Department of Commerce - Economic Development Administration Grant (08-79-05656) to provide professional services to design and construct approximately 2.5 miles of wastewater line to the Lockhart Industrial Park III and appointing the City Manager to sign the contractual document, if approved.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION: The City of Lockhart was awarded an Economic Development Administration (EDA) Grant (08-79-05656) from the Department of Commerce in the amount of \$2,100,000 to install approximately 2.5 miles of wastewater lines between Larremore Wastewater Treatment Plant and the new Lockhart Industrial Park III. Completion of this project will also see the decommission and demolition of the Windridge Lift Station. This grant requires professional grant services and professional engineering services to design and construct the grant-funded project.

During the previous Council meeting, TRC was selected as the project's engineering firm and tasked with bringing forward a contract for the design and construction of the wastewater project. Along with the design/construction for the project, this grant also requires multiple complicated environmental tasks, which the engineering firm must abide by. TRC Engineering has experience working on grants and projects similar to this project and has the capacity to perform the engineering services in a timely manner.

PROJECT SCHEDULE (if applicable): Anticipated bid date - August 1, 2023
Construction duration - September 1, 2023 to January 1, 2024
Project closeout - February 22, 2024

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$210,000
\$210,000

Account Number: 802-5199-850-00
545-5199-903-00

Funds Available: \$2,100,000
\$1,325,263

Account Name: Professional Services
Wastewater Impact Fees - Engineering

FISCAL NOTE (if applicable): EDA Total Grant = \$2,100,000

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Federal Share of Cost = \$1,680,000 (80%)

City & LEDC's Share of Cost = \$420,000 (20%)

PREVIOUS COUNCIL ACTION: November 1, 2022 - Professional Grant Administration
Services Awarded
January 17, 2023 - Engineering Firm Selection

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends entering a contract for engineering services with TRC Engineering.

LIST OF SUPPORTING DOCUMENTS: Lockhart EDA Sewer Proposal, Lockhart EDA Wastewater Grant Exhibit 1 (Map), Lockhart EDA Wastewater Grant Exhibit 2 (Budget-Probable Cost)



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

February 02, 2022

Mr. Steven Lewis, City Manager
City of Lockhart
P.O. Box 239
Lockhart, Texas 78644

**RE: EDA Construction Grant ARPA Project #08-79-05656
Sewer System Improvements**

Dear Mr. Lewis:

TRC Engineering, Inc. (TRC) has prepared this proposal and scope of services for the design of 9,900 linear feet (LF) of 12" sanitary sewer main and the replacement of 1,900 LF of 12" sanitary sewer main. The following sections describe the project and what will be included in TRC's scope of work.

PROJECT SUMMARY

The project will consist of professional engineering services in support of the following improvements:

1. 12" sanitary sewer main approximately 4,200 LF long located along the railroad heading West and extending along FM Highway 2720, tying in to the existing 12" sanitary sewer main running perpendicular to Texas 130 Frontage Road along the railroad right of way.
2. 12" sanitary sewer main approximately 5,700 LF long heading West parallel to the railroad extending from Proctor Street.
3. Replacement of 1,900 LF of 12" sanitary sewer main with 15" extending along North Commerce Street and Reynolds Street.
4. Sizing of the lines listed above will be confirmed during the preliminary engineering design.
5. Decommissioning and demolition of the existing Windridge Lift Station

SCOPE OF WORK

A. Environmental

1. Task 1 - WOTUS Delineation Report
 - a. Perform a background review. The background data review will include, but is not limited to, a search within the below listed online resources, as well as other available data to assess the potential WOTUS that could potentially be impacted by the proposed project:

- USFWS National Wetland Mapper data.
 - U.S. Geological Survey (USGS) National Hydrography Dataset (NHD).
 - USGS topographic maps.
 - U.S. Department of Agriculture (USDA) – Natural Resources Conservation Service (NRCS) soils data.
 - Federal Emergency Management Agency (FEMA) floodplain maps
 - Aerial photography or other available planning maps and reports.
- b. Results of the on-site waters of the United States delineation will be summarized in a Waters of the United States Delineation Report.
2. Task 2 - T&E Species Habitat Assessment Report
- a. Perform a background review within seven (7) days of receiving a notice to proceed from the City of Lockhart. The background data review will include, but is not limited to, a search within the below listed online resources, as well as other available data to assess the potential for the presence of sensitive protected species that could potentially be impacted by the proposed Project:
- U.S. Fish and Wildlife Service (USFWS) Information Planning and Consultation (IPaC).
 - Aerial photography or other available planning maps and reports.
 - Texas Parks and Wildlife Department's (TPWD) state-listed rare, threatened, and endangered species for Caldwell County; and
 - TPWD's Texas Natural Diversity Database (TXNDD).
- b. Conduct a survey concurrent with the WOTUS delineation for T&E species habitat, vegetation communities, and other sensitive natural resources that may be present within or adjacent to the project area.
3. Task 3 - Cultural Resources Desktop Study and THC Coordination
- a. Perform a desktop review to identify existing conditions and previously recorded resources within the Area of Potential Conflict (APE). The findings will be summarized in a letter of consultation and will be submitted to the Texas Historical Commission (THC) for review.
- b. The archeological file search and review of sources will be performed using the THC Historic and Archeological Sites Atlas (THC Atlas) to ensure compliance under the ACT and Section 106. TRC archeologists will compile current information on previously recorded cultural resources within the APE and within one kilometer of the APE. Other documents including historic aerial photographs and topographic maps, Sanborn maps, and cemetery records may be reviewed. The results of the search will be compiled in a letter report to be reviewed and then sent to the THC for review. The THC will review the letter of consultation and provide a response within 30 days of submission.

4. Task 4: USACE Permitting

- a. Prepare a permit application for use of a Nationwide Permit 58 Pre-Construction Notification (PCN) Application.

5. Task 5 - Antiquities Permit Application and Research Design, Archeological Survey, Report, and Curation of Records

- a. Results of a desktop study (Task 1) will be incorporated into a Research Design/Scope of Work to accompany the Antiquities Permit Application. The Research Design will outline the proposed archeological survey methodology, reporting, and curation requirements. Once completed, TRC will send the permit application packet to the CES/City for review and signature. Following the City's review and comment, TRC will make any revisions, and submit the permit application packet to the THC who will assign a permit number for the Project. Fieldwork may not proceed until the THC issues a permit number for the Project.
- b. TRC will perform an intensive archeological survey of APE. This work includes a 100 percent pedestrian survey and subsurface investigations will be performed on those parts of the APE that do not exhibit evidence of severe prior disturbance. Survey methods will consist of excavation of shovel tests and mechanical backhoe trenching of areas within the APE exhibiting alluvium, if any, that has potential to contain deeply buried cultural deposits. TRC will initiate One Calls (Dig-Tess locates) at least 48 hours prior to fieldwork. Work will be performed in accordance with the THC's and Council of Texas Archeologists (CTA) Archeological Survey Standards (2020).
- c. Newly discovered prehistoric and historic archeological sites will be documented in compliance with THC/CTA survey standards and policies including requirements for assessing historical sites and cemeteries. Any structures 45 years or older located within or adjacent to the APE will photo-documented and described in the report.
- d. TRC will follow a "no collection" policy where cultural materials are encountered. Diagnostic and non-diagnostic artifacts (e.g., lithic debitage, burned rock, historic glass) will be described, sketched, and/or photo-documented in the field and replaced in the same location in which the artifacts were found.

6. Task 6 – Environmental Narrative

- a. TRC will complete an Environmental Narrative as required by the National Environmental Policy Act (NEPA).

B. Geotechnical Investigation

1. The 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. The City shall arrange for any necessary access and approvals from property owners required for the drill crew to work on the Project during normal daytime working hours (minimum 8 hours per day) without any interruptions. We assume that all test boring locations are open and accessible to standard truck-mounted drilling equipment. Because the borings are located off the roadway, it is assumed that a lane closure will not be required nor will maintenance of traffic, such as cones, signs, and flaggers.
2. The Project surveyor or TRC's drilling subcontractor will mark-out the test boring locations in the field using existing features (e.g., edge of pavement, intersections, 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 exist in 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 and costs but could be provided, if requested and authorized by the City.
3. If the test boring locations are not marked out prior to drill rig mobilization, TRC's drilling subcontractor will mark-out the test boring locations in the field using existing features (e.g., existing edge of pavement, roadway intersections, 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 exist in 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 and costs but could be provided, if requested and authorized by the City at an additional cost.
4. TRC proposes a total of fifteen (15) test borings to be located within the footprint of the proposed project alignment. The borings will be drilled each to a target depth of 20 feet below existing ground surface (bgs) or depth of auger refusal, whichever is less. Drilling and sampling will be in accordance with ASTM D 1586 and D 1587, as appropriate. Soil sampling will be conducted continuously to a depth of 10 ft bgs and then at 5-ft intervals to the completion depth of the borings. Based on our experience, it is assumed that if bedrock is encountered prior to reaching the target depth that we will be able to auger through up to ten (10) feet of rock, or a minimum of 5 ft below the proposed sewer depth, whichever is encountered first. In addition,

we will perform Texas Cone Penetrometer (TCP) testing in bedrock, if applicable. Rock coring is not included in the scope of this proposal.

5. Groundwater measurements will be recorded during drilling and/or shortly after completion of each boring. Borings will then be backfilled with the auger cuttings upon boring completion. Any excess soil materials which do not fit back down the holes will be spread out on the ground surface at the boring location. No additional restoration is included in the scope or cost provided herein.
6. The budget assumes that the drilling will be completed in up to two (2) working days. If additional days are required for the field drilling activities due to an increased number of borings or drilling depths, additional time to access boring locations, etc., TRC will discuss with the City the additional cost that can be realized for drilling and sampling beyond the assumed number of days of field work, if needed.
7. Upon completion of the field work the soil samples will be delivered to TRC's AMRL AASHTO/ASTM accredited laboratory where the field classifications will be verified by a member of TRC's geotechnical engineering staff and representative samples will be selected for laboratory testing to evaluate engineering characters and parameters, including, but not limited to moisture content, grain size distribution, plastic characteristics (Atterberg Limits), and unit weights. An estimated cost for laboratory testing services has been included in this proposal for budgeting purposes.
8. 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 construction, and address project specific concerns including but not be limited to issues such as:
 - a. Earthwork recommendations for site preparation including placement, compaction, and testing of fills, if applicable.
 - b. Groundwater conditions including perched conditions and control of groundwater during construction, as applicable.
 - c. Recommended side slopes and soil parameters for strength and lateral pressures/resistance (both above and below ground water table) considering active, at rest and passive conditions for use in excavation trench support design by others.
 - d. Corrosivity potential on buried steel and concrete.
 - e. Seismic Site Class parameters as determined by the 2018 International Building Code (ASCE 7-16).

- f. It is assumed that pavement design recommendations will not be required as pavement disturbed during force main installation will be replaced in kind.
9. Copies of typed test boring logs, a test boring location plan, and the laboratory test results will be included as appendices to the report.

C. Topographic Survey

1. Acquire field topographical data for the design portion of the project on City's coordinate system, to include:
 - a. Detailed survey including utility locates (as furnished by the specific utility provider) within the project limits described above.
 - b. Provide subsurface utility engineering (SUE) for utility locates (quality level C and D).
2. Set horizontal and vertical primary control points.
 - a. Primary control points shall be set at an approximate spacing of 500 ft. and inter-visible with each other where possible, away from possible disturbance from construction activity.
 - b. Primary control points shall be used as the primary horizontal and vertical control for the project and as benchmarks for the project.
 - c. Horizontal and vertical data for primary control shall be based on Static RTK observations using the Leica Smartnet Network.
 - d. The horizontal datum shall be based on NAD83 (2011) using the Texas Coordinate System, Central Zone (4203),
 - e. The vertical datum shall be based on NAVD88 using Geoid 12B.
 - f. Secondary control points shall be set as necessary for conventional ground surveying and terrestrial LiDAR scans
3. Perform necessary research to obtain ownership records for properties affected by the project limits.
 - a. Prepare a project ownership spreadsheet and perform right-of-entry (ROE) coordination for site access from property owners to secure access for locating property corners, topographic design surveying within the survey limits and to set proposed right of way (ROW) corners. The City will send the right-of-entry access forms to the various property owners and acquire signatures.
4. Provide design level topographic survey data within the project survey limits.
 - a. The survey will be performed on the ground utilizing a combination of terrestrial LiDAR 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, curb lines, pavement, roadway paint striping, driveways, fences, and visible above-ground utility appurtenances within the survey limits.
- 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. Markings from franchise utility services and city utilities will be located at time of survey.
 - d. Flowline elevations of found storm water and sanitary sewer manhole inlet structures immediately adjoining the site will be identified.
 - e. The survey will field locate found protected trees 6 inches or greater in trunk diameter measured at breast height, in accordance with municipal code. Trees will be tagged in the field and shown on the survey noting trunk diameter, species, and canopy size.
 - f. Survey deliverable will be an AutoCAD .dwg file showing topographic points, features, and 1 ft contours, accompanied by a point file in .csv format and digital terrain model in .xml format.
5. Surveyor will perform necessary research to acquire ROW maps, current adjoining property deeds and subdivision plats for properties affected by the project limits.
- a. Field boundary reconnaissance will be performed to locate found subject property and adjoining property corner monumentation.
 - b. Results will be compared, and boundary resolutions determined for affected rights-of-way and properties adjoining the project limits.
 - c. Existing easements of record discovered during abstracting will be shown on the survey.
 - d. Deliverable will be PDF copies of property research and an AutoCAD .dwg file showing established ROW lines, adjoining property lines, found easements and record property ownership information.

D. Design

1. 30% Design consisting of:
 - a. Drawings showing plan details (Horizontal alignment and site utilities).
 - b. One (1) 30% review meeting to address any client comments.
 - c. Opinion of probable construction cost.
2. 60% Design consisting of:
 - a. Drawings showing plan and profile views and construction details

- b. Specifications
- d. One (1) 60% review meeting to address any client comments.
- e. Opinion of probable construction cost.
- 3. 90% Design consisting of:
 - a. Substantially complete drawings. All drawings will be produced in Civil3D. Completed standard and general detail sheets will be provided.
 - b. Completed technical specifications and front-end documents. Specifications will include construction sequences and schedules as appropriate. Specifications will be in PDF format.
 - c. One (1) 90% review meeting to address any client comments.
 - d. Updated opinion of probable construction cost.
- 4. 100% Design
 - a. Incorporate all client comments into a final set of drawings and specifications that are ready for bidding. Provide three (3) hard copy sets of documents to the client.
 - b. Submit to TCEQ the project summary transmittal letter.
 - c. Submit the Utility Installation Request (UIR) to TxDOT for a permit for the Project along N Commerce Street (as required).

E. Bidding

- 1. Organize and participate in construction pre-bid meeting.
- 2. Address contractor questions during the bidding process and submit bid addendums as applicable.
- 3. Assist the City in bidding process including preparation of advertisement document, opening and tabulation of bids, and award recommendation letter.
- 4. Attend City Council meeting for construction award.
- 5. Prepare construction contract documents.

F. Construction Services

- 1. Conduct pre-construction conference.
- 2. Attend monthly onsite contractor led construction meetings with the contractor for a period not to exceed 12 months.

3. Perform monthly ½ day field inspections for a period not to exceed 12 months.
4. Review and approve contractor submittals.
5. Review and respond to contractor requests for information (RFIs).
6. Prepare construction change orders as required.
7. Prepare or verify monthly and final estimates for payment to contractors and furnish to the City any necessary certifications as to payments to contractors and suppliers.
8. Conduct a final inspection of the Project with the City and approve in writing final payment to the contractors.
9. Revise contract drawings to show the work as actually constructed. Furnish one set of prints of the revised drawings to the City. TRC will not verify construction as-built field conditions.

ASSUMPTIONS

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

1. The scope of work under the price noted in this proposal will be limited to the tasks specifically described above.
2. Sewer main diameter is based on the Lockhart Sewer Line Extension PER. Sewer main diameter will be re-evaluated based on the Lockhart Northwest Sewer Capacity Study.
3. TRC's standard format for drawings and specifications will be used.
4. Project will follow traditional design-bid-build method of delivery.
5. On-site inspections by TRC shall be limited to four (4) as part of the monthly construction meetings.
6. Where necessary, the City of Lockhart 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.
7. Should the schedule be changed or put on "hold" by the City of Lockhart, all costs incurred by TRC up to notification of change of schedule or "hold" status will be billed to the City of Lockhart. Additional fees that TRC may incur as a result of the change of schedule or "hold" status will be billed to the City of Lockhart once the project has resumed in addition to the cost of services included in this Scope of Work.

8. This proposal shall adhere to the contract provisions outlined in Attachment A.
9. Per the requirements of the EDA construction grant, TRC (the engineer) agrees to be responsible for any damages arising from any defects in design or negligence in the performance of the construction inspector.

EXCLUSIONS

The following items are specifically excluded from the scope of work but can be done on a time and materials basis, if required.

1. Subsurface utility engineering including design of improvements or relocations for electrical lines, gas lines, telephone lines or other utilities.
2. Easement or Plat documents, Landowner contact or easement negotiations.
3. Continuous construction inspections.
4. Post construction topographic survey.
5. Road/Paving design.
6. Property boundary survey.
7. Property acquisition services.
8. Any other services not identified in the Scope of Work.

Proposed Schedule

Task	Start	Stop	Durations (days)
NTP		02/07/23	
Project Management	02/07/23	03/15/24	402
Environmental	02/08/23	09/06/23	210
Geotechnical Investigation	02/08/23	06/19/23	131
Survey	02/07/23	03/07/23	28
30% Deliverable	03/08/23	04/08/23	31
60% Deliverable	04/14/23	05/14/23	30
90% Deliverable	05/19/23	06/19/23	31
100% Deliverable	06/26/23	07/17/23	21
Permitting Services	04/14/23	08/12/23	120
Bid Date		08/01/23	
Contracts	08/01/23	09/01/23	31
Construction Duration	09/01/23	01/01/24	122
Final Completion	01/01/24	02/01/24	31
Closeout Document	02/01/24	02/22/24	21
Contract Termination	02/22/24	03/15/24	22

COMPENSATION FOR SERVICES

TRC Companies, Inc. will provide the professional engineering services as outlined in the Scope of Work on a lump sum fee basis not to exceed per the following:

Environmental:	\$ 25,817.00
Geotechnical Investigation:	\$ 21,600.00
Survey:	\$ 6,160.00
Design and Permitting:	\$ 129,975.00
Bidding and Construction:	<u>\$ 23,448.00</u>
Total:	\$ 207,000.00 (lump sum)

This lump sum fee includes labor and material costs associated with the Scope of Work identified above. These services will be performed under the terms and conditions of our previously executed Master Services Agreement with the City of Lockhart (dated October 10, 1978).

TRC's lump sum 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. The payment schedule will be via monthly progress billing.

Mr. Steven Lewis, City Manager
City of Lockhart
February 02, 2023
Page 12 of 13

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 Proposal 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 Proposal and, upon acceptance, sign in the space provided below, returning a copy for our files.

Sincerely,

Tony Rached, P.E.
Austin Office Practice Leader

February 02, 2023
Date

Mr. Steven Lewis
City Manager

Date

cc: Sean Kelley, Director of Public Works
William Wachel, PE, TRC Deputy Director
Jeffrey Meadows, PE, Project Manager

ATTACHMENT A – REQUIRED CONTRACT CLAUSES

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- b. Key Definitions.

- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:
- “During the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40

U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the next subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. As such, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work

done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by

FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
 - a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ I; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

- (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally-required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ J; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of

competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags:
“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor

will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

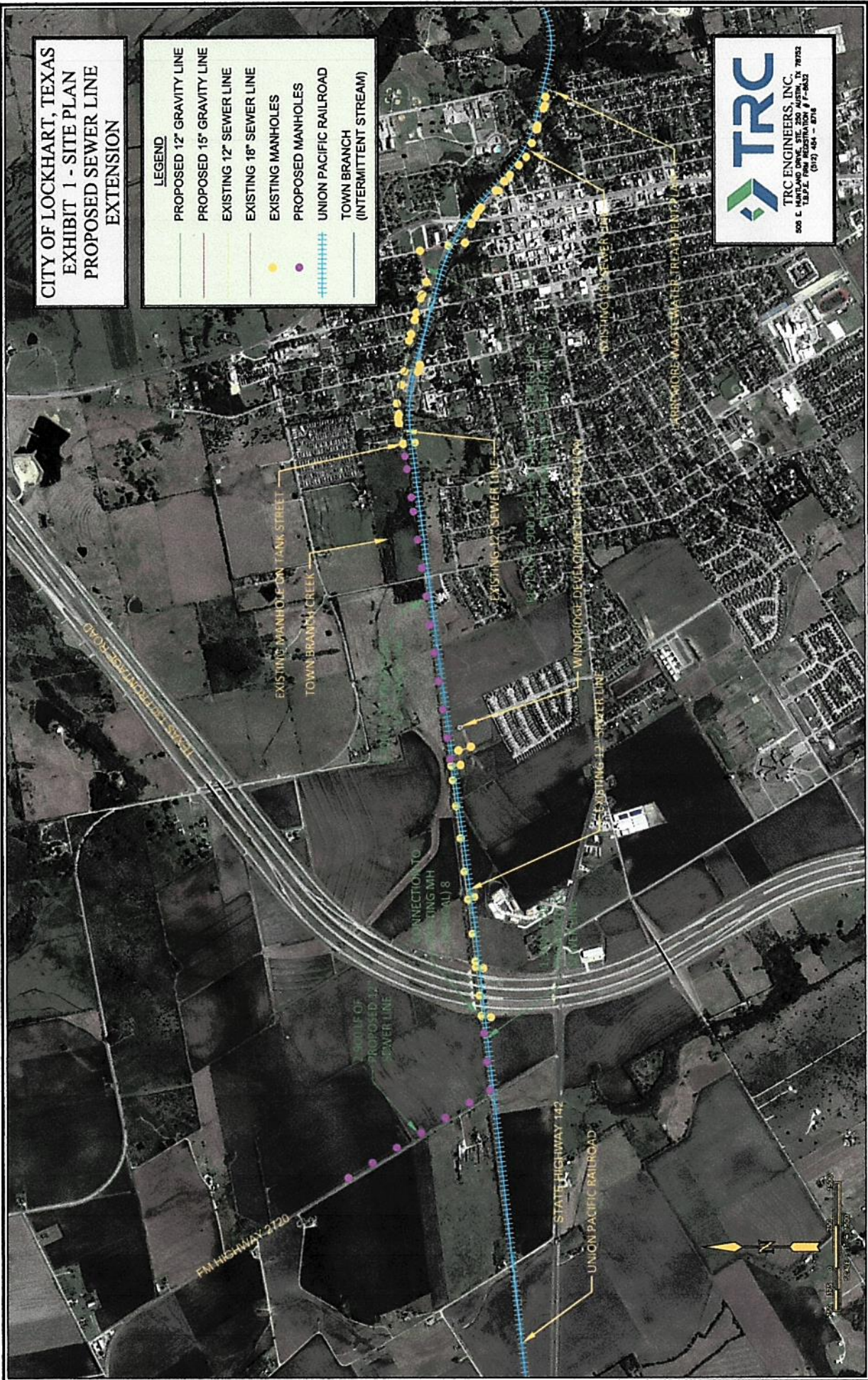
15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

**CITY OF LOCKHART, TEXAS
EXHIBIT 1 - SITE PLAN
PROPOSED SEWER LINE
EXTENSION**

LEGEND	
	PROPOSED 12" GRAVITY LINE
	PROPOSED 15" GRAVITY LINE
	EXISTING 12" SEWER LINE
	EXISTING 18" SEWER LINE
	EXISTING MANHOLES
	PROPOSED MANHOLES
	UNION PACIFIC RAILROAD
	TOWN BRANCH (INTERMITTENT STREAM)

TRC
TRC ENGINEERS, INC.
505 E. HARTLAND DRIVE, STE. 200 AUSTIN, TX 78752
TEL: 512.454.1000 FAX: 512.454.1001
(512) 454-1001



F:\WORK IN PROGRESS\LOCKHART\80807 LEC EDA GRANT SEWER LINE PER USD CAD GIS DRAWINGS\501.4 WORKING DWGS\GRAVITY LINE PROP EXHIBIT.DWG - 8/31/20

CITY OF LOCKHART, TEXAS
EXHIBIT 2 - PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST
SEWER LINE EXTENSION - SH130 TO LARREMORE WWTP

Item No.	Description	Quantity	Unit Price	Estimate Cost
1	12" PVC Sewer	9,900 LF	\$65	\$643,500
2	12" Gravity Main by Bore/Encasement	300 LF	\$450	\$135,000
3	15" PVC Sewer	1,900 LF	\$70	\$133,000
4	Demo Existing 12" Sewer	1,900 LF	\$5	\$9,500
5	Manholes	22 EA	\$4,000	\$88,000
6	Trench Safety	11,800 LF	\$1	\$11,800
7	Connection to Existing Manholes	8 EA	\$2,000	\$16,000
8	4" Sewer Service Connections	30 EA	\$1,500	\$45,000
9	Traffic Control Plan	1 LS	\$2,500	\$2,500
10	SW3P	1 LS	\$1,500	\$1,500
11	Silt Fence	11,800 LF	\$1	\$11,800
12	Mobilization/Demobilization	1 LS	\$18,100	\$18,100
			Construction Subtotal	\$1,115,700
			Contingencies (15%)	\$167,400
			Engineering/Surveying (13%)	\$145,200
			Administrative (3.5%)	\$51,800
			ESTIMATED PROJECT TOTAL	\$1,480,100

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 7, 2023

AGENDA ITEM CAPTION: Discuss approving the second amendment to the Lockhart EMS Staffing and Management Services Agreement with Ascension Seton.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: Effective August 1, 2015, the City contracted with Ascension Seton ("Seton") for the provision of emergency medical services ("EMS") whereby Seton provided ambulance and other assistance to the City in return for the City's payment of Seton's operating expenses and an administration fee. In December 2022, Seton notified the City of its intent to terminate the agreement in March 2023, due in part to budgetary shortfalls. The City and Seton have subsequently negotiated an amendment to the Agreement, now before the Council, whereby Seton will continue providing EMS services through October 1, 2023, in order for the City to secure or provide alternative EMS services, in return for the City's payment of Seton's monthly shortfall of up to \$23,000 in addition to the operating expense and administration fee.

PROJECT SCHEDULE (if applicable): If approved, the amendment will be effective from February 1, 2023 to midnight on October 1, 2023.

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$184,000

Account Number: 570-5319-299-00

Funds Available: \$120,273

Account Name: Other Contracts and Services

FISCAL NOTE (if applicable): Contingent on the anticipated contribution from Caldwell County, a budget amendment could be required for \$63,727 to cover the costs of the monthly shortfall. This budget amendment will be determined during the last quarter of FY2023.

PREVIOUS COUNCIL ACTION: The Seton agreement was last amended effective October 1, 2018.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of the attached second amendment.

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: CITY Amendment 2 to City of Lockhart EMS
Management Agreement

**SECOND AMENDMENT TO
LOCKHART EMS STAFFING AND MANAGEMENT SERVICES AGREEMENT**

This Second Amendment to Lockhart EMS Staffing and Management Services Agreement (“Amendment 2”) is made and entered into by and between **The City of Lockhart, Texas**, a Texas home rule municipal corporation (the “City”), and **Ascension Seton**, f/k/a Seton Family of Hospitals, a Texas nonprofit corporation (“Seton”), effective as of the 1st day of February, 2023 (“Effective Date”).

RECITALS

A. WHEREAS, the parties entered into a *Lockhart EMS Staffing and Management Services Agreement* dated effective August 1, 2015, and amended effective October 1, 2018 (as amended, the “Agreement”), for the provision of the management services described therein, which is in full force and effect; and

B. WHEREAS, the monthly operating expenses are currently exceeding the monthly revenue by approximately \$23,000 a month (“Operating Expenses Monthly Shortfall Amount”), Seton desires to recoup this monthly shortfall amount; and

C. WHEREAS, Seton has sent City a written notice, dated December 1, 2022, of its intention to terminate the Agreement effective March 1, 2023, in accordance with Section 2.3 of the Agreement (“Termination Letter”); and

D. WHEREAS, Seton agrees to amend the Termination Letter and extend the Agreement until October 1, 2023, provided, however, that Seton recoup the Operating Expenses Monthly Shortfall Amount.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

AMENDMENT

1. **Amendment of Compensation Article 8** of the Agreement, which was misnumbered and misnamed in Amendment 1, is amended to read in its entirety as follows:

**ARTICLE 8
COMPENSATION**

8.1 Administrative Fee. As compensation for Seton’s services under this Agreement, the City shall pay to Seton a flat monthly administrative service fee (the “Administrative Fee”) of Five Thousand Dollars (\$5,000). This Administrative Fee is set in advance, consistent with the Parties’ mutual agreement as to the fair market value of such items and services.

8.2 Operating Expenses. In addition to the Administrative Fee, City shall pay to Seton \$100,279 monthly for the personnel, supplies, and management services provided under this Agreement (“Operating Fee”).

8.3 Operating Expenses Monthly Shortfall Amount and Monthly True-up Invoice. In addition to the Administrative Fee and Operating Expenses, City shall pay Seton an Operating Expenses Monthly Shortfall Amount in an amount not to exceed \$23,000.00 per month. On or before the twentieth (20th) calendar day of each month, Seton shall submit to the City a Monthly True-up Invoice that outlines the City’s obligation to pay Seton for the Operating Expenses Monthly Shortfall Amount. Within thirty (30) calendar days following the date of the Monthly True-Up Invoice, the City shall pay to Seton the amount of the Operating Expenses Monthly Shortfall Amount.

2. **Termination of the Agreement.** The Agreement will terminate at midnight on October 1, 2023, unless the City provides Seton with 30 days written notice of its intent to terminate the Agreement prior to that date.

3. **Definitions.** Capitalized terms used in this Amendment but not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.
4. **Multiple Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The signatures of the parties hereto may be transmitted by facsimile or other electronic delivery, and each such facsimile signature or other electronic delivery signature (including a PDF signature) will, for all purposes, be deemed to be the original signature of the party whose signature it reproduces and be binding upon such party.
5. **Other Terms.** Excepted as expressly set forth herein, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event that this Amendment and the Agreement are inconsistent, the terms of this Amendment shall control.

IN WITNESS WHEREOF, City and Seton have executed this Amendment as of the Effective Date.

“City”

The City of Lockhart

“Seton”

By:

Title:

Lew White

City Mayor

Christann Vasquez

President

**REGULAR MEETING
LOCKHART CITY COUNCIL**

JANUARY 3, 2023

6:30 P.M.

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

Council present:

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

Mayor Lew White
Councilmember John Castillo
Councilmember Kara McGregor
Councilmember Brad Westmoreland

Staff present:

Steven Lewis, City Manager
Monte Akers, City Attorney
Julie Bowermon, Civil Service/HR Director
David Fowler, Senior Planner

Connie Constancio, City Secretary
Victoria Maranan, Public Information Officer
Dan Gibson, City Planner
Mike Kamerlander, Economic Development Dir.

Citizens/Visitors Addressing the Council: Pastor Pete Arciniega and members of Calvary Church; Melissa Reese of Texas Monthly; and Brett Corwin, Developer.

Work Session 6:30 p.m.

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

A. PRESENTATION OF A CERTIFICATE OF RECOGNITION TO CALVARY CHURCH FOR SERVING AS A WARMING CENTER DURING THE ARCTIC BLAST DURING CHRISTMAS, 2022.

Mayor White presented a Certificate of Recognition to Pastor Pete Arciniega and members of Calvary Church for their dedication to the community.

B. UPDATE FROM TEXAS MONTHLY REGARDING PLANS FOR THE 2023 BBQ FEST.

Melissa Reese of Texas Monthly provided an update about the 2022 BBQ Fest. She stated that the 2022 BBQ Fest in Lockhart had the best attendance of events held in other locations. She provided information and there was discussion about plans for the 2023 BBQ Fest that will be held in Lockhart in November 2022.

C. DISCUSS CHANGING MARCIA PROCTOR'S POSITION ON THE ZONING BOARD OF ADJUSTMENT (ZBOA) FROM AN ALTERNATE MEMBER TO A REGULAR MEMBER BY COUNCILMEMBER KARA MCGREGOR WITH A TERM TO EXPIRE IN NOVEMBER 2023.

Councilmember McGregor stated that since her previous appointee (Anne Clark) to the ZBOA resigned on December 6, 2022, she would like to appoint Marcia Proctor as her appointee to the ZBOA. Ms. Proctor continues to meet the qualifications as a ZBOA member.

D. DISCUSS MINUTES OF THE DECEMBER 6, 2022, DECEMBER 13, 2022 AND DECEMBER 20, 2022 COUNCIL MEETINGS.

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

Mayor White announced that the Council would enter Executive Session about the following two topics:

EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.087 TO DELIBERATE OR FOR DISCUSSION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT. Discussion regarding economic development negotiations with Project Sooner.

EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT PENDING OR CONTEMPLATED LITIGATION; SETTLEMENT OFFER; OR LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE. Seek legal advice from City Attorney regarding Emergency Medical Services.

Mayor White announced that the Council would enter Executive Session at 6:57 p.m.

OPEN SESSION

ITEM 10-A. DISCUSSION AND/OR ACTION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS WITH PROJECT SOONER.

and

ITEM 10-B. DISCUSSION AND/OR ACTION REGARDING EMERGENCY MEDICAL SERVICES.

Mayor White announced that the Council would enter Open Session and reconvene the meeting at 7:30 p.m. There was no action.

REGULAR MEETING

ITEM 1. CALL TO ORDER,

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

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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

ITEM 3. PUBLIC COMMENT.

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

ITEM 4-A. HOLD A PUBLIC HEARING AND CONSIDER APPROVAL OF ORDINANCE 2023-01 ANNEXING 92.52 ACRES OUT OF THE JAMES GEORGE SURVEY NUMBER 7, ABSTRACT NUMBER 9, CALDWELL COUNTY, TEXAS, GENERALLY LOCATED ON THE EAST SIDE OF LAY ROAD, APPROXIMATELY 350 FEET EAST OF FM 1322 AND APPROXIMATELY 750 FEET NORTH OF SEAWILLOW ROAD, INCLUDING THE ADJACENT LAY ROAD RIGHT-OF-WAY.

Mayor White opened the public hearing at 7:35 p.m.

Mr. Fowler stated that this item is the adoption of an ordinance to annex, an Annexation Service Agreement, and the application of initial zoning for 92.52 acres located on the east side of Lay Road, approximately 350 feet east of FM 1322, and 750 feet north of Seawillow Road, including the adjacent Lay Road right-of-way. The property is anticipated to be developed as a residential subdivision. The site is not currently served by City of Lockhart water and wastewater utilities. As such, the extension of such services will be at the owner's expense. The adjacent Lay Road right-of-way is included in the annexation due to a clause in Chapter 43 of the Texas Local Government Code that states that when cities annex property adjacent to a county road, they must also annex the entire width of the adjacent right-of-way. Notification of the public hearing was placed on the city website and in the Lockhart Post-Register on Thursday, December, 15, 2022. Relevant public service providers in the annexation area were notified via letters sent before December 16, 2022. The area proposed for annexation is indicated as a combination of Medium-Density Residential and Agriculture/Rural Development on the Future Land Use Map. The parcel abuts one property in the city, which is zoned AO Agricultural-Open Space District. Upon annexation, the property will be automatically zoned AO Agricultural-Open Space District until another zoning district has been successfully requested for the property. There was discussion.

Mayor White requested the applicant to address the Council.

Brett Corwin, Developer, requested approval and stated that they will submit an application for a residential single family dwelling development soon, if the annexation is approved.

Mayor White requested citizens in favor of or against the annexation to address the Council. There were none. He closed the public hearing at 7:40 p.m.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2023-01, as presented. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

ITEM 5-A. DISCUSSION AND/OR ACTION REGARDING UPDATE FROM TEXAS MONTHLY REGARDING PLANS FOR THE 2023 BBQ FEST.

Mayor White announced that the update was presented during the work session.

Mr. Lewis stated that Texas Monthly will meet with staff soon to discuss an action plan and to draft a formal agreement for the 2023 BBQ Fest that will be presented to the Council.

ITEM 5-B. DISCUSSION AND/OR ACTION TO CONSIDER CHANGING MARCIA PROCTOR'S POSITION ON THE ZONING BOARD OF ADJUSTMENT FROM AN ALTERNATE MEMBER TO A REGULAR MEMBER BY COUNCILMEMBER KARA MCGREGOR WITH A TERM TO EXPIRE IN NOVEMBER 2023.

Councilmember McGregor made a motion to appoint Marcia Proctor as a regular member of the Zoning Board of Adjustment. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 5-C. DISCUSSION AND/OR ACTION TO CONSIDER MINUTES OF THE DECEMBER 6, 2022, DECEMBER 13, 2022 AND DECEMBER 20, 2022 COUNCIL MEETINGS.

Councilmember Michelson made a motion to approve the minutes. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

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

- Live Christmas tree recycling program.
- City offices closed on January 16 for MLK Day.
- City Council/Planning and Zoning joint work session on January 12, 2023.
- Update regarding the new Fire Apparatus.
- Update regarding Economic Development project.

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

Councilmember Westmoreland wished everyone a Happy New Year.

Councilmember Mendoza wished everyone a Happy New Year.

Mayor Pro-Tem Sanchez wished everyone a Happy New Year. She expressed condolences to the families of Lupita Trejo, Carolyn Frizell, Antonia Hernandez, Josefa Yanez, Geronimo Castilleja, Ricky Hess, John Fullilove, Andrea Silva and Joseph Taylor for their loss.

Councilmember McGregor wished everyone a Happy New Year. She wished the students good luck when going back to school.

Councilmember Castillo expressed condolences to families that have lost a loved one. He thanked city staff and Calvary Church for serving as a warming center during the freeze storm in Christmas 2022.

Councilmember Michelson wished everyone a Happy New Year.

Mayor White wished everyone a Happy New Year. He expressed condolences to the family of Keith Cheshire for their loss.

ITEM 8. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.087 TO DELIBERATE OR FOR DISCUSSION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT. Discussion regarding economic development negotiations with Project Sooner.

Discussion in Executive Session was conducted during the work session.

ITEM 9. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT PENDING OR CONTEMPLATED LITIGATION; SETTLEMENT OFFER; OR LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE. Seek legal advice from City Attorney regarding Emergency Medical Services.

Discussion in Executive Session was conducted during the work session.

ITEM 11. ADJOURNMENT.

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

PASSED and APPROVED this the 7th day of February, 2023.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
Deputy City Secretary

**SPECIAL MEETING/WORKSHOP
JOINT MEETING
JANUARY 12, 2023**

**LOCKHART CITY COUNCIL
AND
PLANNING AND ZONING COMMISSION**

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

Council present:

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

Mayor Lew White
Councilmember John Castillo
Councilmember Kara McGregor
Councilmember Brad Westmoreland

Staff present:

Steven Lewis, City Manager
Victoria Maranan, Public Information Officer
David Fowler, Senior Planner
Kevin Waller, Senior Planner

Connie Constancio, City Secretary
Sean Kelley, Public Works Director
Dan Gibson, City Planner

Planning and Zoning Commission members present:

Philip Ruiz, Chair
Brad Lingvai

Rick Arnic
Philip McBride

Citizens/Visitors Addressing the Council: None.

5:30 P.M. SPECIAL MEETING AND WORKSHOP OF THE CITY COUNCIL

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting of the Lockhart City Council to order at 5:30 p.m.

**ITEM 2. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE
GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.086 TO DELIBERATE ON
COMPETITIVE MATTERS RELATING TO PUBLIC POWER UTILITIES. Discussion regarding
competitive power contract issues.**

Mayor White announced that the Council would enter Executive Session at 5:30 p.m.

ITEM 3. OPEN SESSION. Discussion and/or action regarding matters discussed in Executive Session.

Mayor White announced that the Council would enter Open Session at 6:10 p.m. There was no action.

**ITEM 4. ADJOURNMENT OF SPECIAL MEETING AND WORKSHOP OF THE CITY
COUNCIL.**

Mayor White announced that the Council would adjourn the special meeting at 6:10 p.m.

**6:30 P.M. SPECIAL JOINT MEETING OF THE LOCKHART CITY COUNCIL AND PLANNING
AND ZONING COMMISSION**

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting of the Lockhart City Council to order at 6:38 p.m.

Philip Ruiz, Chair, called the meeting of the Planning and Zoning Commission to order at 6:38 p.m.

ITEM 2-A. DISCUSSION REGARDING HOUSING AND DEVELOPMENT IN THE CITY OF LOCKHART.

Mayor White gave an update about the topics that were discussed with the Texas Department of Transportation during the previous joint meeting on December 13, 2022.

Mr. Fowler provided information and there was discussion regarding the following:

- Housing in Lockhart.
- Current subdivision projects within the city limits and the extraterritorial jurisdiction.
- Regional recent housing trends.
- Housing market cycle.
- Opportunities of single-family and multi-family housing.
- Housing for all stages of life cycle.
- Approaches to growth and financial issues.
- Comparisons of the value per acre for commercial and residential properties.
- Comprehensive plan is the next step which will provide the biggest opportunity to discuss and refine policy approaches for Lockhart's next 20 years.

ITEM 3. ADJOURNMENT.

The special joint meeting was adjourned at 8:30 p.m.

PASSED and APPROVED this the 7th day of February, 2023.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
Deputy City Secretary

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

Council present:

Mayor Pro-Tem Angie Gonzales-Sanchez
Councilmember Juan Mendoza
Councilmember Brad Westmoreland

Mayor Lew White
Councilmember John Castillo
Councilmember Jeffry Michelson

Council absent:

Councilmember Kara McGregor

Staff present:

Steven Lewis, City Manager
Monte Akers, City Attorney
Julie Bowermon, Civil Service/HR Director
David Fowler, Senior Planner

Connie Constancio, City Secretary
Victoria Maranan, Public Information Officer
Dan Gibson, City Planner
Mike Kamerlander, Economic Development Dir.

Citizens/Visitors Addressing the Council: None.

Work Session 6:30 p.m.

Mayor White announced that Councilmember Kara McGregor will not be attending the meeting due to an illness. He opened the work session and advised the Council, staff and the audience that staff would provide information and explanations about the following items:

DISCUSSION ONLY

A. PRESENTATION REGARDING REVISIONS TO THE U.S. ENVIRONMENTAL PROTECTION AGENCY LEAD AND COPPER RULE.

Mr. Kelley provided an overview of Lead and Copper Rule Revisions that go into effect October 16, 2024. There was discussion.

B. DISCUSS ORDINANCE 2023-03 AMENDING CHAPTER 52 "SUBDIVISION REGULATIONS" OF THE CODE OF ORDINANCES, UPDATING, ADDING, DELETING, CORRECTING, OR CLARIFYING VARIOUS PROVISIONS THROUGHOUT THE ENTIRE CHAPTER; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

Mr. Gibson stated that comprehensive amendments are proposed to Chapter 52 "Subdivision Regulations" of the Lockhart Code of Ordinances. The primary reasons for this are: 1) To ensure compliance with changes in State law that affect subdivision platting standards and procedures; 2) Address various issues where staff and the Commission have over a period of years identified the need for clarification of existing provisions or the addition of entirely new provisions; and, 3) To clean up, delete, or relocate existing text to improve readability, to better express the intent of certain provisions, or to otherwise facilitate enforcement of the chapter. The amendments affect most of the sections in Chapter 52, so the proposed ordinance consists of the entire chapter, instead of just the provisions being changed. Essentially, this replaces the current Subdivision Regulations with a new document. Mr. Gibson stated that the Planning and Zoning Commission and staff recommend approval. There was discussion.

C. DISCUSS THE SELECTION OF TRC ENGINEERING RELATIVE TO THE U.S. DEPARTMENT OF COMMERCE - ECONOMIC DEVELOPMENT ADMINISTRATION GRANT (08-79-05656) TO PROVIDE PROFESSIONAL SERVICES TO DESIGN AND CONSTRUCT APPROXIMATELY 2.5 MILES OF WASTEWATER LINE TO THE LOCKHART INDUSTRIAL PARK III.

Mr. Kelley stated that the City of Lockhart was awarded an Economic Development Administration (EDA) Grant (08-79-05656) from the U.S. Department of Commerce in the amount of \$2,100,000 to install approximately 2.5 miles of wastewater lines between the Larrimore Wastewater Treatment Plant and the new Lockhart Industrial Park III. This grant requires the use of professional engineering services to design and construct the grant funded project. Advertisements for qualified engineering services for the EDA Grant were prepared and submittals were completed in compliance with the grant requirements. Proposals were received from one company which was scored using qualification criteria by the EDA Grant Evaluation Team (Sean Kelley, Joe Chavira and John Eddleton). The firm that submitted a proposal for consideration was TRC, Inc, which scored 270 out of a maximum of 300. TRC's proposal displayed projects similar to the proposed project, has considerable experience and has the capacity to perform the engineering services in a timely manner. There was discussion.

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

REGULAR MEETING

ITEM 1. CALL TO ORDER.

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

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE

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

Mayor White and the Council thanked Dan Gibson, City Planner and Connie Constancio, City Secretary for their service to the community. He announced that both Mr. Gibson and Ms. Constancio will retire from the City of Lockhart the end of the month, January 2023.

ITEM 3. PUBLIC COMMENT.

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

ITEM 4-A. HOLD A PUBLIC HEARING AND DISCUSSION/ACTION TO CONSIDER ORDINANCE 2023-02 AMENDING CHAPTER 64 "ZONING" OF THE CODE OF ORDINANCES, SECTION 64-2 "DEFINITIONS", TO DELETE OR REVISE EXISTING DEFINITIONS, AND TO ADD NEW DEFINITIONS OF VARIOUS LAND USES; AND TO REVISE SECTION 64-196(B), 64-196(C), 64-196(D), 64-196(E), 64-196(F), 64-196(G), 64-196(H), 64-196(I), 64-196(J), 64-196(K), AND 64-196(L), TO DELETE OR REVISE EXISTING LAND USES, AND ADD NEW LAND USES, LISTED AS ALLOWED BY-RIGHT OR AS A SPECIFIC USE IN THE AO, PI, RLD, RMD, RHD, CLB, CCB, CMB, CHB, IL, AND IH ZONING DISTRICTS.

Mayor White opened the public hearing at 7:43 p.m.

Mr. Gibson stated that Section 64-93(c)(7) of the Zoning Ordinance allows the Planning and Zoning Commission to determine the appropriate zoning or use classification where a proposed activity is not

listed as a use permitted by-right or as a specific use in any zoning district. The Commission's determination is enforceable until it can be codified by the City Council adopting an actual Zoning Ordinance amendment. This item is for approval of determinations that have been made from 2011 through 2022, but which have not yet been codified. In addition, staff has added several changes to clarify some other uses that are already listed in the Zoning Ordinance, but which have occasionally led to confusion due to the way they are worded. Also included are changes and additions to definitions associated with some of the uses being added or clarified. Mr. Gibson stated that the Planning and Zoning Commission and staff recommend approval. There was discussion.

Mayor White requested citizens to address the Council regarding the zoning text amendments. There were none. He closed the public hearing at 7:53 p.m.

Councilmember Castillo left the meeting.

Councilmember Mendoza made a motion to approve Ordinance 2023-02, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 5-0.

ITEM 5-A. DISCUSSION/ACTION TO CONSIDER ORDINANCE 2023-03 AMENDING CHAPTER 52 "SUBDIVISION REGULATIONS" OF THE CODE OF ORDINANCES, UPDATING, ADDING, DELETING, CORRECTING, OR CLARIFYING VARIOUS PROVISIONS THROUGHOUT THE ENTIRE CHAPTER; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

Councilmember Westmoreland made a motion to approve Ordinance 2023-03, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 5-0.

ITEM 5-B. DISCUSSION AND/OR ACTION TO SELECT TRC ENGINEERING RELATIVE TO THE U.S. DEPARTMENT OF COMMERCE - ECONOMIC DEVELOPMENT ADMINISTRATION GRANT (08-79-05656) TO PROVIDE PROFESSIONAL SERVICES TO DESIGN AND CONSTRUCT APPROXIMATELY 2.5 MILES OF WASTEWATER LINE TO THE LOCKHART INDUSTRIAL PARK III.

Councilmember Michelson made a motion to approve the selection of TRC Engineering to provide professional services for the U.S. Department of Commerce Economic Development Administrative grant, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 5-0.

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

- Spring bulk pickup event: Saturday, March 25, 7 a.m.
- 2023 Sidewalk Improvements Project.
- CDBG Grant award for water meter replacements.

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

Councilmember Westmoreland thanked District 1 Pride and all involved with the successful MLK march.

Councilmember Mendoza thanked District 1 Pride and all involved with the successful MLK march. He congratulated La Cantera restaurant for being in business for six years.

Mayor Pro-Tem Sanchez expressed condolences to the families of Bob Harvey, Barbara Reed, Susie Tanguma, Carolyn Frizell, Lupita Trejo, Antonia Hernandez, and Philip Hernandez, Jr. for their loss. She thanked District 1 Pride and all involved with the successful MLK march.

Councilmember Michelson thanked District 1 Pride and all involved with the successful MLK march. He thanked Mr. Gibson and Ms. Constancio for their service during their tenure with the City of Lockhart.

Mayor White also thanked District 1 Pride and all involved with the successful MLK march. He thanked Mr. Gibson and Ms. Constancio for their service during their tenure with the City of Lockhart and wished them best in their future endeavors.

ITEM 8. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT PENDING OR CONTEMPLATED LITIGATION; SETTLEMENT OFFER; OR LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE. Seek legal advice from City Attorney regarding Emergency Medical Services.

Mayor White announced that the Council would enter Executive Session at 8:07 p.m.

ITEM 9. OPEN SESSION. Discussion and/or action regarding matters discussed in Executive Session.

Mayor White announced that the Council would enter Open Session at 8:28 p.m. There was no action.

ITEM 10. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 5-0. The meeting was adjourned at 8:29 p.m.

PASSED and APPROVED this the 7th day of February, 2023.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
Deputy City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 7, 2023

AGENDA ITEM CAPTION: Approve 1st Quarter Investment Report for Fiscal Year 2022-23.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Texas Public Funds Investment Act requires local governments to review and accept Quarterly Investment Reports for each quarterly reporting period of the year. The 1st Quarter of Fiscal Year 2023, ending December 31, 2022 is provided for your review.

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:

LIST OF SUPPORTING DOCUMENTS: 1st QTR Investment Report

CITY OF LOCKHART

Quarterly Investment Report
For the Quarter Ended December 31, 2022

February 7, 2023

CITY of LOCKHART
Quarterly Investment Report
For the Quarter Ended December 31, 2022

This report is presented in accordance with the Texas Government Code, Title 10, Chapter 2256, Public Funds Investment; Section 2256.023 known as the "Public Funds Investment Act". Attached is a detailed City of Lockhart investment report for the period October 1, 2022 through December 31, 2022. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

October 1, 2022

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

Investment Portfolio	
Book Value	Market Value
652,684	652,684
0	0
31,435,330	31,420,533
0	0
32,088,014	32,073,217

December 31, 2022

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

Fund Availability	
24,912,473	24,912,473
7,175,541	7,160,744
32,088,014	32,073,217

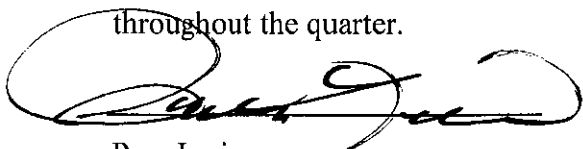
October 1, 2022

Unrestricted Funds
Restricted Funds
Total Funds

December 31, 2022

Unrestricted Funds
Restricted Funds
Total Funds

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



Pam Larison
Finance Director

1-24-23
Date

CITY of LOCKHART
Investment Portfolio Summary
For the Quarter Ended December 31, 2022

	Investment Portfolio			
	Book Value	% of Total	Market Value	% of Total
<u>October 1, 2022</u>				
Cash				
Marketable Securities				
Investment Pools				
Certificates of Deposits				
Portfolio Total				
<u>December 31, 2022</u>				
Cash	670,304	1.8%	670,304	1.8%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	36,149,658	98.2%	36,145,370	98.2%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	36,819,962	100.0%	36,815,673	100.0%
<u>Change in Value</u>				
Cash	17,620		17,620	
Marketable Securities	0		0	
Investment Pools	4,714,328		4,724,837	
Certificates of Deposits	0		0	
Portfolio Total	4,731,948		4,742,456	
	0			
<u>Maturity Data</u>	Book Value @ 12/31/2022	Weighted Average Maturity	Yield to Maturity	
Cash	670,304	0 Days	1.00%	
Marketable Securities	0	0 Days	0.00%	
Investment Pools - Texas CLASS	16,703,697	33 Days *	4.32%	
Investment Pools - TexPool	10,878,530	15 Days *	3.98%	
Investment Pools - TexSTAR	8,567,430	42 Days *	3.97%	
Certificates of Deposits	0	0 Days	0.00%	
	36,819,962	29 Days	4.08%	

Benchmark - 4 Week Treasury Bills - Secondary Market @ December 31, 2022 4.02%

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

<u>Total Return On Investment</u>	<u>Interest Earned</u>
Cash	2,195
Marketable Securities	0
Investment Pools - Texas CLASS	159,188
Investment Pools - TexPool	92,352
Investment Pools - TexSTAR	74,258
Certificates of Deposits	0
Total Return on Investment	327,993

CITY OF LOCKHART
Cash Accounts (as reconciled to FLNB)
For the Quarter Ended December 31, 2022

General Operating Account - FLNB		
		<u>Value</u>
October 1, 2022	\$	652,684
Deposits		12,954,435
Withdrawals		(12,939,010)
Interest Earned		2,195
December 31, 2022	\$	670,304

Total Cash Accounts		
		<u>Value</u>
October 1, 2022	\$	652,684
Deposits		12,954,435
Withdrawals		(12,939,010)
Interest Earned		2,195
December 31, 2022	\$	670,304

CITY of LOCKHART
Marketable Securities Transaction Summary
For the Quarter Ended December 31, 2022

Holdings During the Quarter		Purchase Date	CUSIP	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Purchase Price	Quarterly Interest Earned	Beginning Value		Beginning Book Value		Beginning Market Value		Ending Value		Ending Book Value		Ending Market Value	
Type of Security										@ Par		October 1, 2022		December 31, 2022		@ Par		December 31, 2022		December 31, 2022	
Totals				\$ -						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Purchases										0.22%	
Type of Security	CUSIP	Purchase Date	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Settlement Total	Price	Accrued Interest		
										\$	-
Totals										\$	-

Maturities							
	Purchase Date	Par Value	Coupon Rate	Date of Maturity	Yield to Maturity	Settlement Total	
\$							
Totals		\$ -	0.59%			\$ -	

CITY OF LOCKHART
Investment Pool Transactions Summary
For the Quarter Ended December 31, 2022

TexPool					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
October 1, 2022	10,582,329	10,576,086	0.99941	25 Days	2.4100%
Deposits	5,281,000				
Withdrawals	(5,077,151)				
Interest Earned	92,352				
December 31, 2022	10,878,530	10,875,484	0.99972	15 Days	3.9800%

Texas CLASS					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
October 1, 2022	16,544,509	16,536,402	0.99951	43 Days	2.2941%
Deposits	0				
Withdrawals	0				
Interest Earned	159,188				
December 31, 2022	16,703,697	16,703,697	1.00000	33 Days	4.3200%

TexSTAR					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
October 1, 2022	8,493,172	8,490,262	0.99966	31 Days	3.0544%
Deposits	0				
Withdrawals	0				
Interest Earned	74,258				
December 31, 2022	8,567,430	8,566,188	0.999855	42 Days	3.9681%

CITY of LOCKHART
Certificates of Deposit Transaction Summary
For the Quarter Ended December 31, 2022

Holdings During the Quarter

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>Beginning Face Value</u>		<u>Ending Face Value</u>	
									<u>October 1, 2022</u>	<u>December 31, 2022</u>	<u>October 1, 2022</u>	<u>December 31, 2022</u>
			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -

Purchases

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

Maturities

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

City of Lockhart

Investment Pools

Standard and Poor's Ratings

<u>Month</u>	<u>TexPool</u>	<u>TexSTAR</u>	<u>Texas CLASS</u>
January-22	AAAm	AAAm	AAAm
February-22	AAAm	AAAm	AAAm
March-22	AAAm	AAAm	AAAm
April-22	AAAm	AAAm	AAAm
May-22	AAAm	AAAm	AAAm
June-22	AAAm	AAAm	AAAm
July-22	AAAm	AAAm	AAAm
August-22	AAAm	AAAm	AAAm
September-22	AAAm	AAAm	AAAm
October-22	AAAm	AAAm	AAAm
November-22	AAAm	AAAm	AAAm
December-22	AAAm	AAAm	AAAm

City of Lockhart

Bank Collateralization

Standard and Poor's Ratings

<u>Month</u>			FLNB <u>Collateralization *</u>
January-22			AAA
February-22			AAA
March-22			AAA
April-22			AAA
May-22			AAA
June-22			AAA
July-22			AAA
August-22			AAA
September-22			AAA
October-22			AAA
November-22			AAA
December-22			AAA
* Guaranteed by US government (AAA)			

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 7, 2023

AGENDA ITEM CAPTION: Accept 1st Quarter Financial Report for FY2023.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: In an effort to keep the City Council updated and informed on the City of Lockhart's budget, a quarterly financial status report is presented that focuses on the financial and operational performance and provides updates on revenues and expenditures for the remainder of the fiscal year. This financial management practice is recommended by the GFOA.

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:

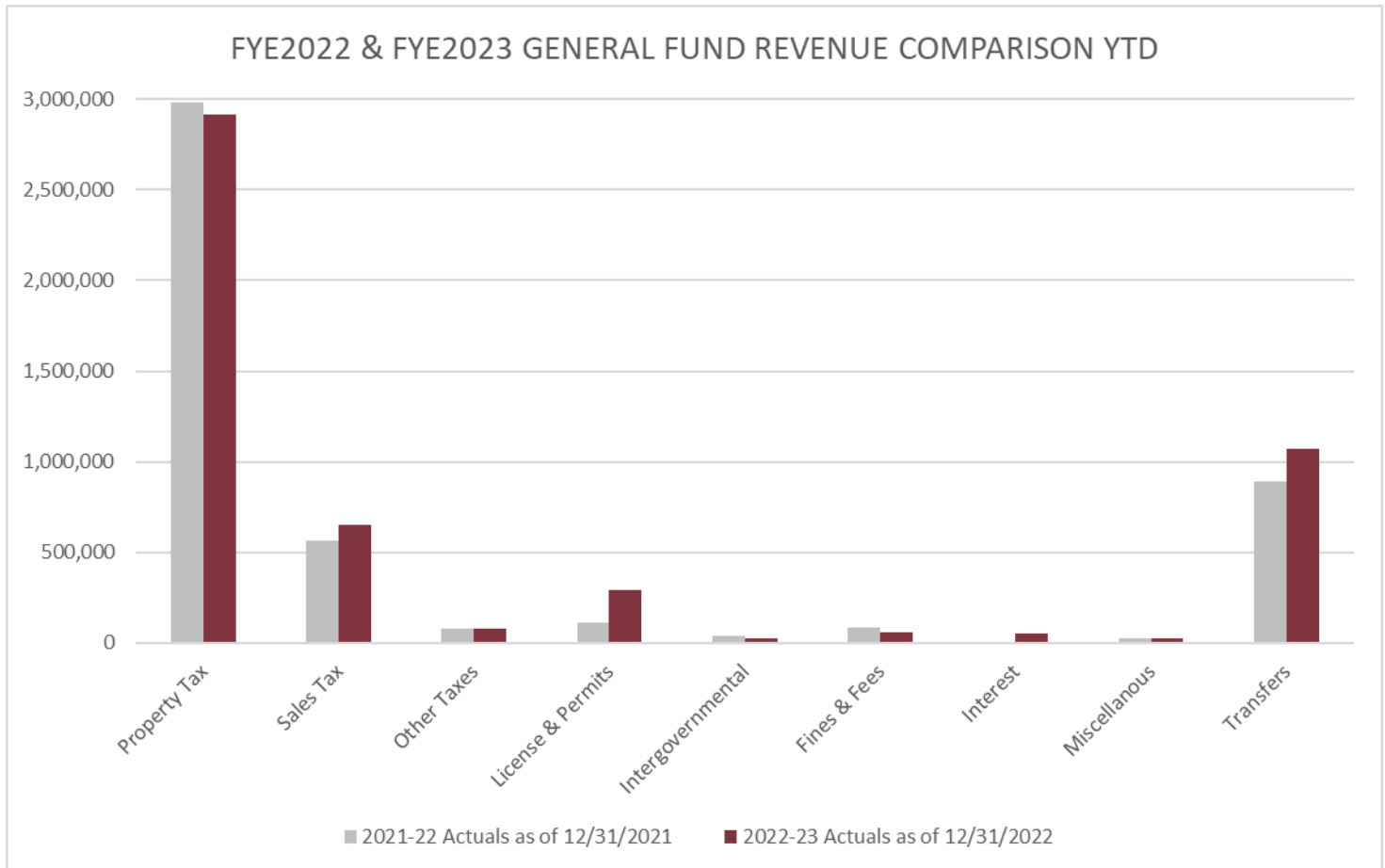
STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: 1st Qtr Financial Focus FY2023

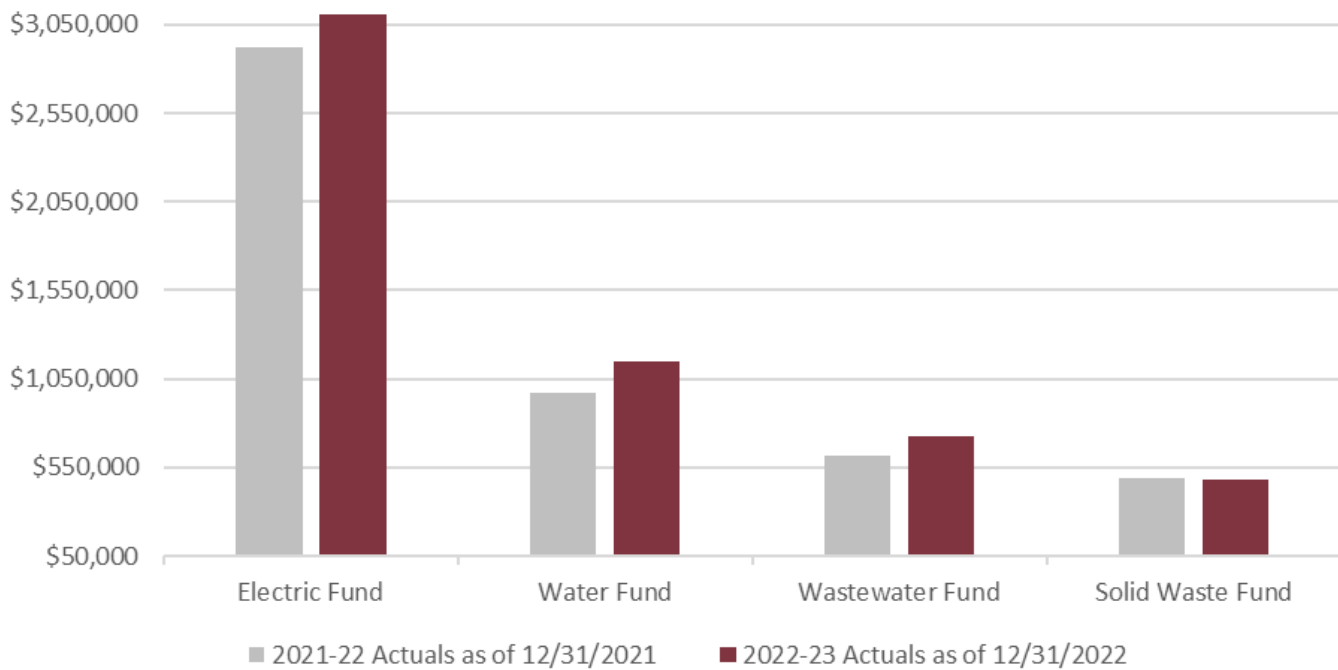
Lockhart Financial Focus

Oct. – Dec. 2022

1st Quarter of FY 2023



FYE2022 & FYE2023 UTILITY FUNDS REVENUE COMPARISON YTD



REVENUES IN THE 1st QUARTER (25% OF BUDGET)

General fund revenues – Property tax revenues are at 59.7% ending the 1st quarter of the fiscal year. Sales tax revenues are currently at 28%, 3% above the 25 percentiles for 1st quarter. License and permits are at 80% collections for 1st quarter with building permits at 125%. Intergovernmental revenues are low during the current reporting period. Revenues increase in this category during 3rd quarter of fiscal year due to revenue from LISD for School Resource Officers (SRO's). Interest revenues are at 480%. Since January 2022, the City of Lockhart has seen interest rates increase from as low as 0.04% to current rates up to 4.57%. Fines and Fees are only at 15%, Miscellaneous revenues are at 37.5% because of insurance reimbursables from prior year accidents being resolved. Transfers revenues are currently at 25% of the fiscal year to date.

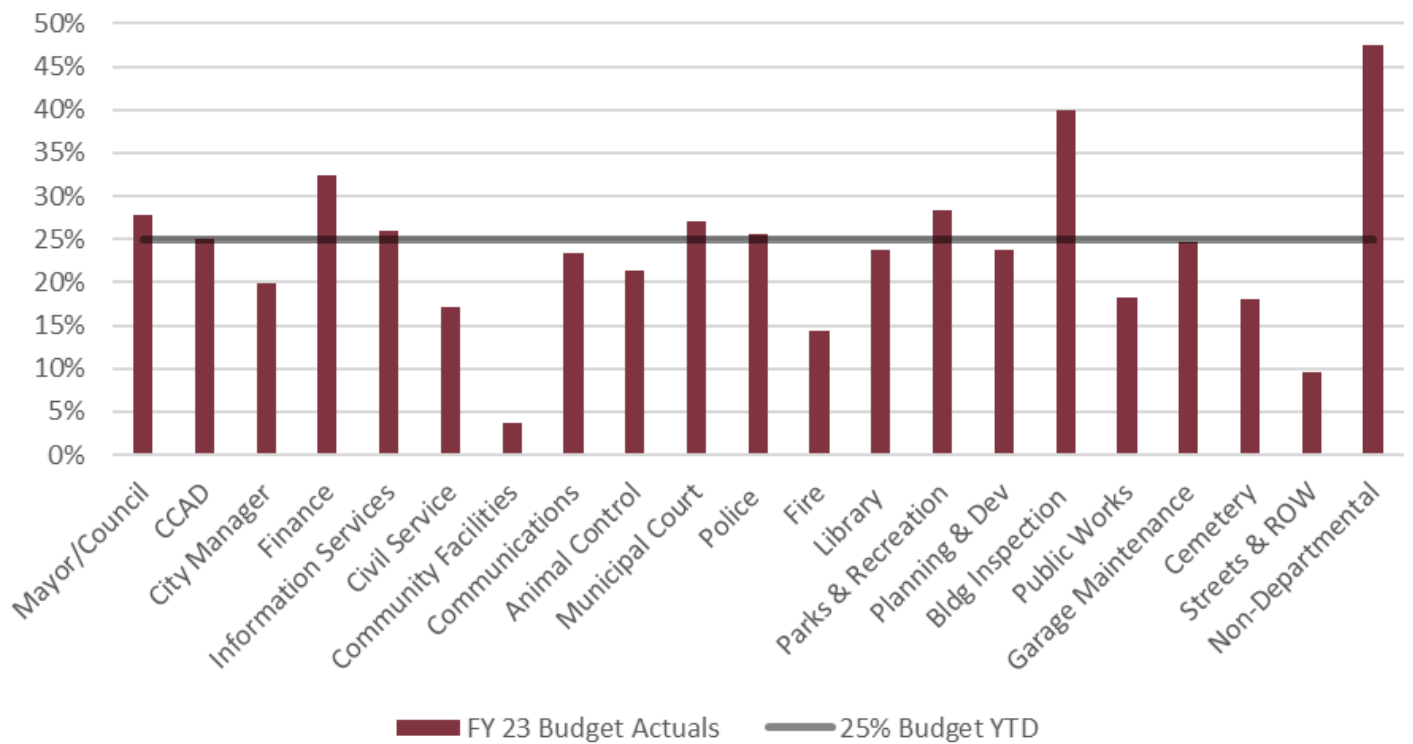
Electric revenues are at the 24.0% of the 1st quarter budget with higher revenues expected during the peak months of the summer.

Water revenues are at 25.5% of the budget year. Water revenues increase during summer months.

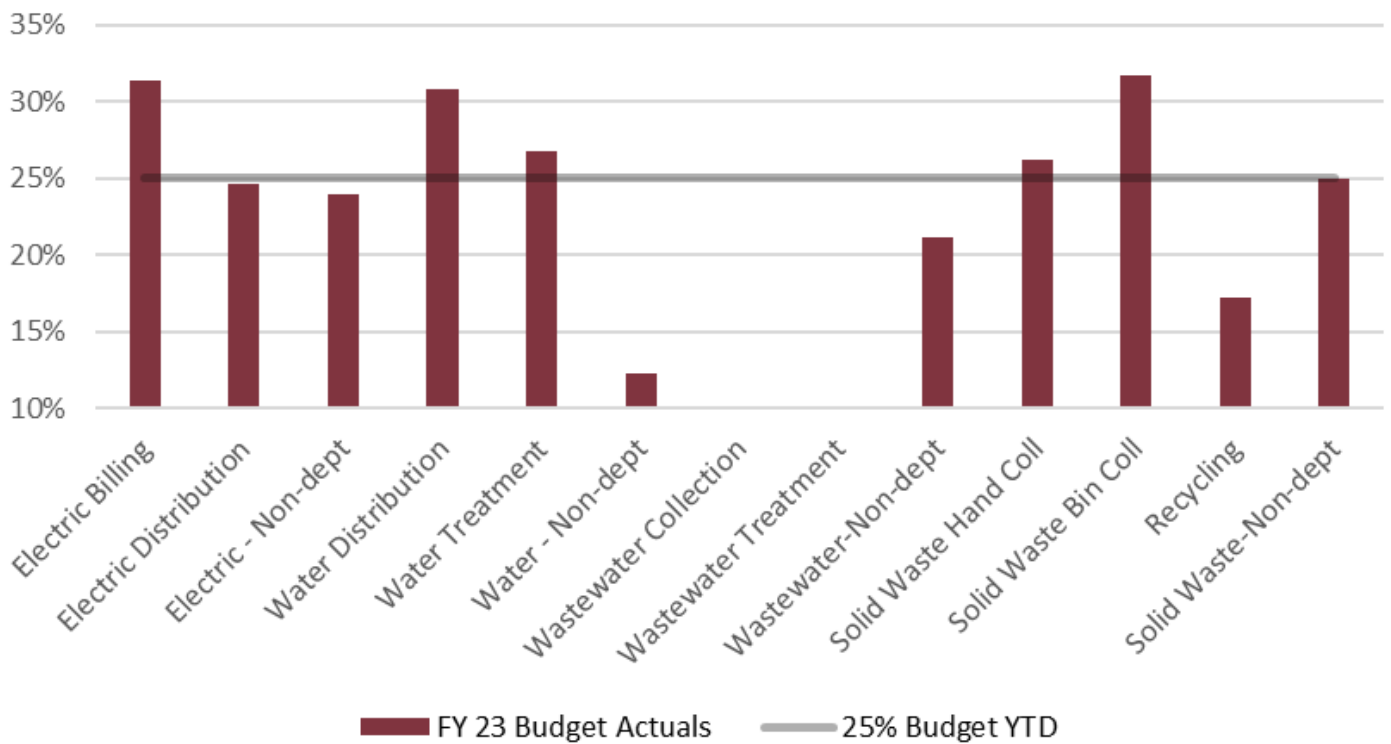
Wastewater - It is currently 25% of the budgeted revenues.

Solid Waste revenues are slightly less than 25% of budgeted revenues due to change in contract in June of 2022.

General Fund Expenditures by Department



Utility Expenditures by Department



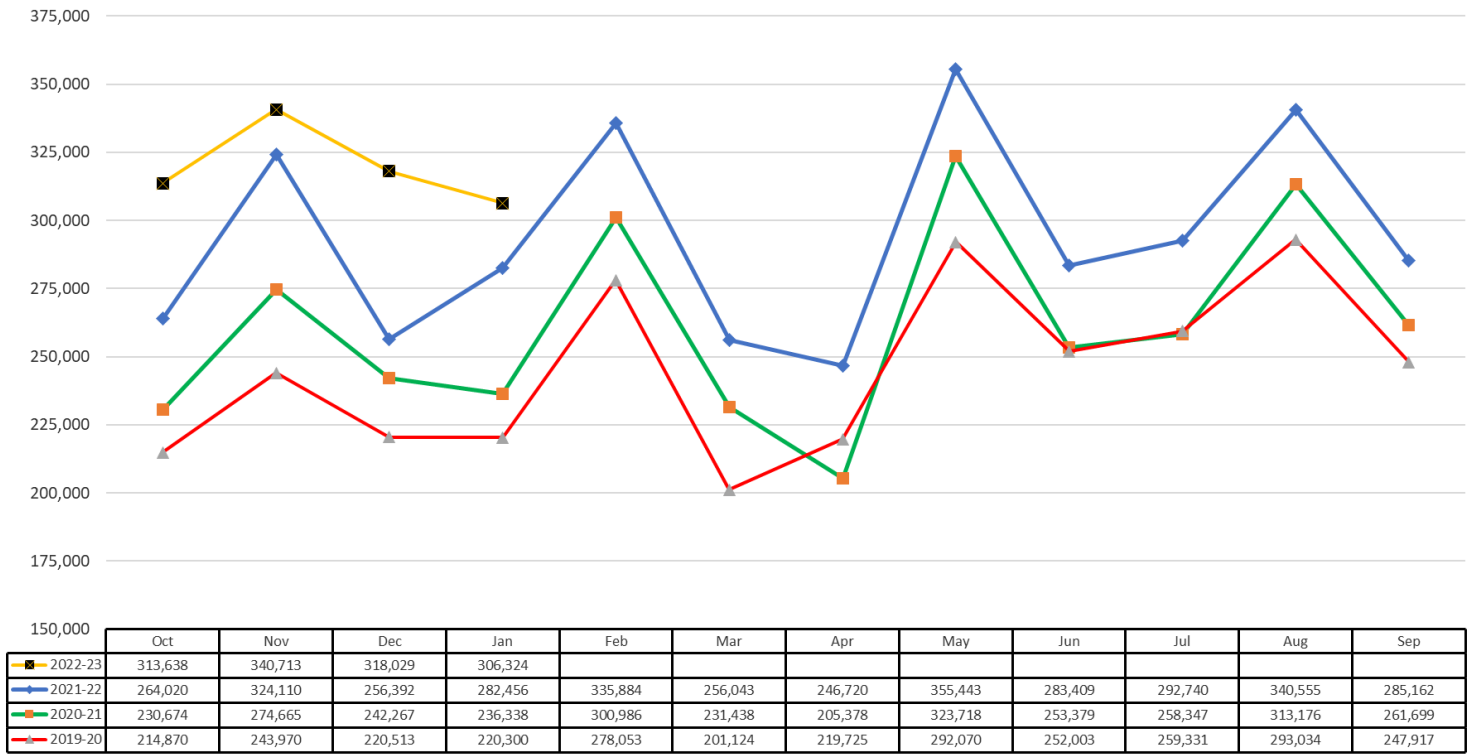
EXPENSES IN THE 1st QUARTER

- The **General Fund** is currently operating \$1,876,724 revenues over expenditures. Departments with higher than 25% budgeted expenditures are the following:
 - ◆ Mayor/Council – election expenses in November has the expenditures at 27.7%.
 - ◆ Finance – 32.4% of budgeted expenses are for annual financial software and audit expense.
 - ◆ Municipal Court – an encumbrance of \$6,000 for a camera system has the court expenditures at 28.9% of budget.
 - ◆ Parks & Recreation – an encumbrance of \$378,652 for a new splash pad and court resurfacing has the Parks department at 28.4%.
 - ◆ Building Inspections – Due to contract with Bureau Veritas, a 3rd party inspection company, the Inspection department is operating at 40% of expenditures to date. Corresponding revenues from building permits offsets this expense by \$77,000.
 - ◆ Non-departmental – annual payment to TML for liability, property and workers compensation insurance has expenditures at 47.5% of budget.

- **The Utility Funds:**

- The Electric Fund is operating \$1,337 revenues over expenditures. The Electric department is currently staying in line with the 25 percentiles of expenses budgeted except for Utility Billing which contains an encumbrance of \$30,000 for annual postage.
- The Water Fund is operating \$84,204 revenues over expenditures. Water Distribution and Non-departmental budgets are slightly over the 25 percentile due to an encumbrance for water meters to Aqua-metrics for \$101,144 and payments to GBRA for maintenance and operations.
- Wastewater has \$251,351 revenues over expenditures and all of their departments are under the 25% of budgeted expenses.
- The Solid Waste Fund's revenues are \$43,527 over expenditures. The hand collections and bin collection departments are slightly over 25% due to billing cycle differences and due to increased costs from CTR in June of 2022.

COMBINED SALES TAX REVENUE



City Allocation:

January 2023 collectibles are 8.5% higher than January 2022 collections.

Total collections for the City of Lockhart to date for FY 22-23 are \$852,469. This reflects a 13.46% increase from FY 21-22 year-to-date.

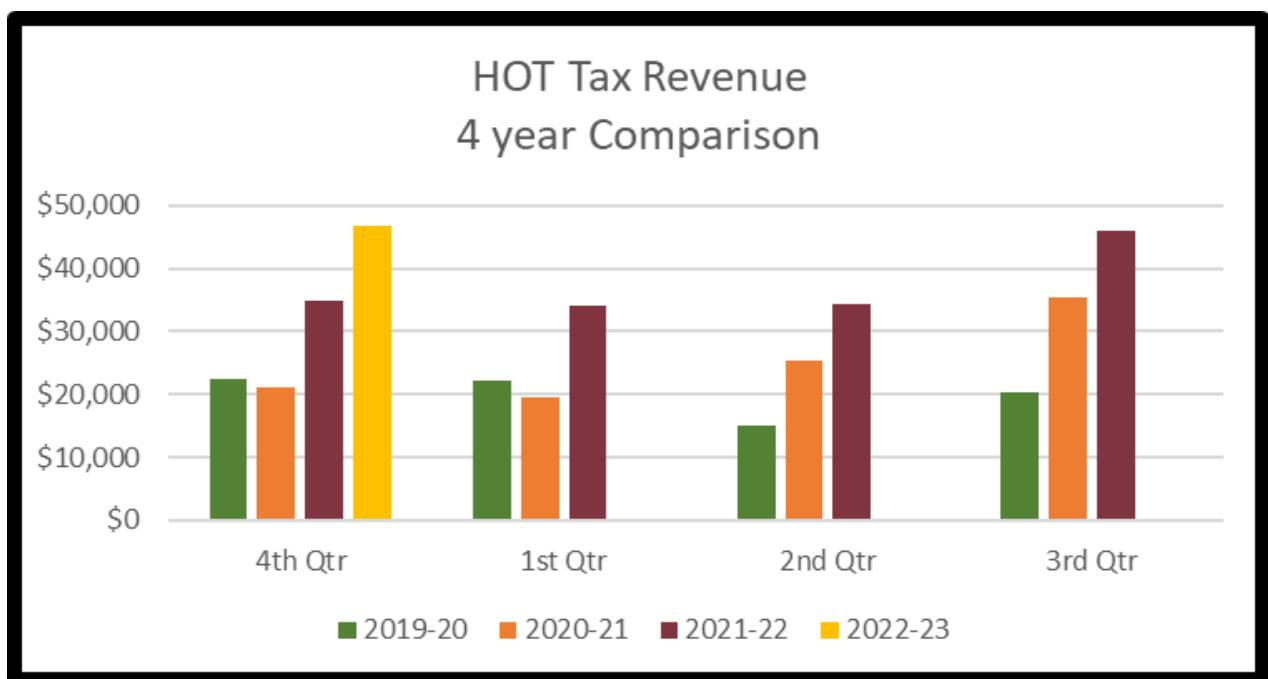
This sales tax revenue to date is 3.05% above budgeted revenues for the current fiscal year.

LEDC Allocation:

Total collections for the Lockhart Economic Development Corp. are \$426,235.

HOT revenues in the 3rd quarter of FY 2021-22 (\$45,917) and in the 4th Quarter of FY 2022-23 (\$46,902), had a significant increase in revenues.

Short-term rentals make up approximately 3% of HOT fund revenues.



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 7, 2023

AGENDA ITEM CAPTION: Discuss and/or action to consider authorizing the City Manager to execute the first amendment to the Commercial Lease between the City of Lockhart and Grain and Seed, LLC.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On or about July 28, 2022, the City of Lockhart and Grain and Seed, LLC entered into a Commercial Lease Agreement for premises located at 105 South Colorado St., Lockhart, Texas.

The parties intended to include within the lease a Special Conditions Addendum, but said Special Conditions Addendum was not included in the Lease and the parties wish to amend the Lease to include such an addendum.

Special Addendum - Utilities; Maintenance. Notwithstanding the provisions of the Lease, effective August 1, 2022, the Tenant will obtain, in the Tenant's own name, and assume payment of 100% of the cost of providing all utility services on the property; will provide, and pay 100% of the cost of providing of janitorial service to the building; and will maintain, and pay 100% of the costs of maintaining, the landscaping at the property. The tenant will look solely to the LEDC for payment of the portion of the costs of the tenant's contracted services that are allocable to the LEDC premises under the LEDC lease.

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 respectfully request the approval of this item.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: First Amendment to Commercial Lease

**First Amendment to
Commercial Lease**

This First Amendment to Commercial Lease (this “**Amendment**”) is made and entered into by and between **Grain and Seed, LLC**, a Texas limited liability company (“**Landlord**”), and **City of Lockhart**, a Texas municipal corporation (“**Tenant**”). Landlord and Tenant may be referred to as the “**Parties**”.

BACKGROUND INFORMATION:

A. On or about July 28, 2022, Landlord and Tenant entered into a certain Commercial Lease (the “**Lease**”) for premises located at 105 S. Colorado Street, Lockhart, Texas (the “**Premises**”).

B. The Parties intended to include within the Lease a Special Conditions Addendum (referenced in Paragraph 35 of the Lease, Paragraph E of the Commercial Lease Addendum for Expense Reimbursement and Paragraph L of the Commercial Lease Construction Addendum), but said Special Conditions Addendum was not actually included in the Lease and the Parties wish to amend the Lease to so include such Addendum.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Defined Terms.** All capitalized terms used in this Amendment and not defined herein shall have the meanings set forth in the Lease.

2. **Special Provisions Addendum.** The Special Provisions Addendum attached to this Amendment is incorporated into the Lease for all purposes.

3. **Ratification.** Except as modified by this Amendment, Landlord and Tenant hereby ratify and confirm the Lease.

(Signature Page Follows)

Executed to be effective December 1, 2022.

LANDLORD:

GRAIN AND SEED, LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____

TENANT:

CITY OF LOCKHART, a Texas municipal corporation

By: _____

Name: _____

Title: _____

Special Provisions Addendum
To
Commercial Lease
Between
Grain and Seed, LLC, as Landlord
And
The City of Lockhart, Texas, as Tenant

This Special Provisions Addendum (this “**Addendum**”) is made a part of, and modifies, the Commercial Lease (the “**Lease**”) between Grain and Seed, LLC, a Texas limited liability company (“**Landlord**”), as landlord, and The City of Lockhart, Texas, a Texas municipal corporation (“**Tenant**”), as tenant.

Background Information:

A. The Property consists of a building (the “**Building**”) containing approximately 6,246 square feet of rentable area and an adjacent parking lot, all situated on real property described as “Part of Lots 5 & 6, Block 17, Original Town of Lockhart” and locally known as 105 Colorado Street, Lockhart, Texas. The leased premises consists of approximately 4,906 square feet of rentable area of the Building. Landlord has leased the remaining 1,358 square feet of rentable area of the Building (the “**EDC Premises**”) to the Lockhart Economic Development Corporation (the “**EDC**”) under a lease (as amended, the “**EDC Lease**”) that will expire March 31, 2025. The term “common area” refers to the parking lot and associated driveways and walkways and any other areas of the Property shared between the EDC and Tenant.

B. Tenant and the EDC are separate but affiliated entities and wish to handle certain operational and accounting matters with respect to the Property and Building directly. Landlord has agreed to such an arrangement during the period both Lease and the EDC Lease are in force and effect, subject to, and conditioned upon, Landlord’s entering into an amendment of the EDC Lease to modify the terms of the EDC Lease to be consistent with the provisions of this Lease.

C. Landlord and Tenant also wish to supplement the terms and provisions of the Lease as set out in this Addendum.

Accordingly, Landlord and Tenant agree as follows with respect to the Lease.

1. Definitions and Recitals. Capitalized terms used in this Addendum but not defined herein will have the meanings set out in the Lease. The Recitals set out above under “Background Information” are incorporated into this Addendum for all purposes.
2. Remeasurement of Premises. Notwithstanding the provisions of Paragraph 2.B(2) of the Lease, any remeasurement of the leased premises must be performed in conjunction with a remeasurement of the EDC Premises (which will require the cooperation of the EDC), so that sum of the rentable square feet within the leased premises and the rentable square feet within the EDC Premises totals 100% of the remeasured rentable area of the Building. Further, in the event of a remeasurement, Tenant’s pro rata share will be recalculated using the adjusted numbers.

3. Delay of Occupancy. Paragraph 3.B is deleted. The provisions of the Commercial Lease Construction Addendum (Tenant to Complete Construction) will govern the construction of tenant improvements within the leased premises.
4. Utilities; Maintenance. Notwithstanding the provisions of the Lease, effective August 1, 2022, Tenant (i) will obtain, in Tenant's own name, and assume payment of 100% of the cost of providing, all utility service to the Property (*i.e.*, all utilities listed under Paragraph 7.A of the Lease to be provided by Tenant); (ii) will provide, and pay 100% of the cost of providing, janitorial service to the Building (including the EDC Premises); and (iii) will maintain, and pay 100% of the cost of maintaining, the landscaping at the Property (the "**Tenant Contracted Services**"). Tenant will look solely to the EDC (and not to Landlord) for payment of the portion of the costs of the Tenant Contracted Services that are allocable to the EDC Premises under the EDC Lease (*i.e.*, 21.68% of such costs). Tenant acknowledges that there are 3 electric meters serving the Property, and that the zones are not consistent with the demising walls that separate the leased premises from the EDC Premises. Upon the expiration or earlier termination of this Lease, Tenant will cooperate with Landlord to transfer all utility service back into Landlord's name or as Landlord may otherwise direct.
5. HVAC. Paragraph 7.D of the Lease is deleted. Tenant and EDC will agree between themselves as to the hours (and settings) for the HVAC services for the Building.
6. Insurance. Tenant's liability insurance policy under Paragraph 8.A will be issued on ISO Form CG 00 01 (or equivalent), will include a designated location general aggregate limit endorsement (covering the entire Property), will cover Tenant's contractual liability under this Lease, and will not have any exclusions for assault or battery; any sublimits must be approved by Landlord. Tenant must also obtain a business auto liability insurance policy with limits of at least \$1,000,000 issued on ISO Form CA 00 01 (or equivalent), which includes liability arising out of operation of all owned, hired, and non-owned vehicles. Tenant must maintain worker's compensation insurance with statutory minimum limits and an employer's liability policy with limits of at least \$1,000,000 each accident for bodily injury by accident/each employee for bodily injury by disease/bodily injury by disease for entire policy. Tenant's insurance policies (i) must be issued by carriers having a Best's Rating of A or better and a Best's Financial Size Category of Class X or better and authorized to sell insurance in the State of Texas; (ii) must be endorsed to be primary, with policies held by Landlord being excess, secondary, and non-contributing; (iii) must be endorsed to provide a waiver of subrogation in favor of Landlord; (iv) with respect to all liability policies except workers compensation and employers liability, must be endorsed to include Landlord as an "additional insured," with the additional insured endorsement on the Commercial General Liability policy being provided on ISO Forms CG 20 11 and CG 20 37; and (v) must be endorsed to provide that the insurer will give Landlord 30 days' prior written notice (10 days for non-payment) for cancellation, non-renewal, or substantial modification. Tenant's insurance obligations under this Lease may be satisfied through so-called blanket or umbrella policies of insurance.
7. "As Is Lease". Prior to execution of the Lease, Tenant inspected the leased premises as Tenant deemed necessary and/or appropriate. By execution of the Lease **TENANT WILL HAVE ACCEPTED THE LEASED PREMISES, BUILDING AND PROPERTY IN THEIR "AS IS" CONDITION AND AS SUITABLE FOR THE PURPOSES HEREIN INTENDED. TENANT REPRESENTS IT IS A KNOWLEDGEABLE OPERATOR OF PROPERTIES SUCH AS THE LEASED PREMISES AND THAT IT**

IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF TENANT'S CONSULTANTS, AND THAT IT WILL CONDUCT ADEQUATE AND SUFFICIENT INSPECTIONS AND INVESTIGATIONS OF THE LEASED PREMISES, BUILDING AND PROPERTY INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME. TENANT IS ASSUMING THE RISK OF ANY ADVERSE MATTER, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS THAT MAY NOT HAVE BEEN REVEALED BY TENANT'S INSPECTIONS AND INVESTIGATIONS. LANDLORD HAS NOT MADE AND IS NOT MAKING (WHETHER BY STATEMENT OF OPINION, DELIVERY OF MATERIAL PERTAINING TO THE LEASED PREMISES, BUILDING OR PROPERTY, COMMENT OR OTHERWISE) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (EXPRESSLY INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE CONDITION OF THE LEASED PREMISES, BUILDING OR PROPERTY, OR WITH RESPECT TO THE SUITABILITY OF THE LEASED PREMISES, BUILDING OR PROPERTY FOR TENANT'S PURPOSES. THIS INCLUDES LATENT OR PATENT DEFECTS IN THE LEASED PREMISES, BUILDING OR PROPERTY, WHICH ARE BY THIS SECTION EXPRESSLY WAIVED BY TENANT.

8. Connection to EDC Premises. Subject to Landlord's approval of detailed plans and specifications and receipt of written permission from EDC, Landlord agrees that Tenant may install a door in the demising wall between the EDC Premises and the leased premises. ***Tenant agrees to indemnify and hold harmless Landlord from any claims of EDC or any person claiming by, through or under EDC by reason of Tenant's creating a means of ingress and egress between the Premises and the EDC Premises.*** If the EDC Lease terminates before the Lease terminates, or otherwise upon expiration or earlier termination of this Lease, Tenant, at Tenant's expense, will close the passageway between the leased premises and EDC Premises and repair and restore the demising wall to its prior condition (including sheetrock, floating and painting).
9. Common Areas. Landlord notifies Tenant that trespassers from time to time have entered without permission onto, and used, the parking lot and common areas of the Property. Tenant understands that Landlord does not have a presence on site at the Property, agrees to assume responsibility for removing any trespassers from the Property's common areas, and releases Landlord from all claims arising out of the presence on the Property of persons not authorized by Landlord.
10. Taxes, Insurance and Landlord Maintenance Items. Notwithstanding that Tenant is assuming certain obligations with respect to maintenance of, and provision of utility service to, the Property, Tenant will pay monthly Tenant's pro rata share of the taxes for the Property, Landlord's insurance for the Property, and the CAM costs incurred by Landlord in performing Landlord's maintenance obligations under the Lease, as provided in the Commercial Lease Addendum for Expense Reimbursement.
11. Contingency. The provisions of Paragraphs 4, 5 and 8 above are conditioned upon Landlord entering into an amendment of the EDC Lease that is consistent with the provisions of said Paragraphs 4, 5 and 8.

Grain and Seed, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

The City of Lockhart, Texas,
a Texas municipal corporation

By: _____
Name: _____
Title: _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 7, 2023

AGENDA ITEM CAPTION: Discussion and/or action to consider in-kind support and approval of Courthouse Nights Event to be held Downtown from April to August, 2023.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Rach and Rhodes Presents seek the City Council's approval and in-kind support for their "Courthouse Nights" events to be held on April 21st, May 12th, June 16th, July 21st, and August 18th. There are no known scheduling conflicts with the requested days.

Historical practices for events to be held downtown have been:

- A Special Activity Permit must be obtained from the Police Department.
- The event must be a "city-wide community event."
- If the event costs the City cash for anything, it must be pre-approved by Council.
- In-kind services can include, but not limited to, trash cans, barricades, dumpsters, reasonable electrical services (110v), and reasonable water services.
- If alcohol is involved, security officers must be provided at the expense of the event holder and TABC laws and local alcohol-related ordinances must be observed.
- All fire and food handling regulations are applicable.
- Approval of affected businesses must be obtained.
- All cleanup must be by the event holder.

Last year's in-kind services included barricading street closures and extra trash cans for the event. The street closures for last year's events comprised of the interior lanes of both Commerce Street (Market to San Antonio) and Market Street (Main to Commerce).

This year, Courthouse Nights has proposed a few changes to their event for this season.

- Expanding the road closures to include the interior of Commerce Street (Market to San Antonio) and both interior and exterior lanes of Market Street (Main to Commerce).
- Reducing the events from seven events in 2022 to five events for this year.
- Extending the hours for amplified music from 7pm-10pm to 6pm-11pm.

Courthouse Nights is also seeking City Sponsorship for the event to assist with covering expenses for the concert series and asking that the City provide/cover the cost of a portable restroom if the downtown park restroom is removed. Sponsorship information is included in

City of Lockhart, Texas

Council Agenda Item Cover Sheet

tonight's packet.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: March 15, 2022- Council approved Courthouse Nights 2nd Annual Music Series as Presented

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends expanding the closure as requested, to meet the expected number of attendees and seeks the Council's discretion on the additional requests.

LIST OF SUPPORTING DOCUMENTS: Letter to the City 2023, Special Event Application 2023, CN2023 Sponsorship Packet



January 31, 2023

Dear Steve Lewis and members of Lockhart City Council,

Thank you for allowing Will and I to speak with you at the council meeting tonight about the 3rd season of Courthouse Nights.

As you know, Courthouse Nights is a monthly music series here on our beautiful Square. This year we are hoping to be approved for the concerts to be held from April to August. The current dates we are hoping for are 4/21, 5/12, 6/16, 7/21 and 8/18. The time of the overall event will be from 6pm-11pm.

This event will once again be free and open to the entire community. We are currently raising money through sponsorships for the event and contacting agents for booking. We will not have alcohol or food sales on the lawn. But we will advertise the event as BYOB & BYOF in hopes that attendees will use the resources found in and around the Square.

We think Courthouse Nights has been a total hit and cannot wait to get it up and running again this season!

The following page will show you what we need and what we are asking for from the city this year. This series is a labor of love for us. We look forward to talking more with you about how the city can guide and aide us in our endeavors!

Thank you for your time & attention,

Rachel Lingvai
Rach & Rhodes Presents
(512) 689-2726
rachel@rachandrhopdespresents.com



What we do/provide:

- Fundraise through private and commercial entities to sponsor the event
- Hire talent
- Hire production team
- Enlist volunteers
- Feed volunteers
- Feed band
- All marketing
- Electric
- Insurance for the year

What we are asking for in-kind from the city:

- Trash Receptacles -We had 4-6(?) large trash cans on the southwest side of courthouse plus the smaller trash cans on the lawn. We think that worked perfectly.
- A Stage! Chamber stage. Pegasus drops off and picks up.
- 10 Barricades for Market St. interior & exterior & Commerce interior.
- Provide/cover the cost of a portable restroom if the downtown park restroom is removed
- Sponsorship from city – sponsor levels are in the packet provided along with the benefits of each tier

CITY OF LOCKHART
SPECIAL ACTIVITY PERMIT APPLICATION

THIS APPLICATION MUST BE SUBMITTED TO THE LOCKHART POLICE DEPARTMENT AT 214 BUFKIN LANE, LOCKHART, TEXAS. THE APPROVAL PROCESS MAY TAKE UP TO 3 BUSINESS DAYS TO COMPLETE.

NOTES: FAILURE TO FILE THE APPLICATION WITH THE LOCKHART POLICE DEPT. IN SUFFICIENT TIME MAY RESULT IN DENIAL OF THE PERMIT FOR THIS ACTIVITY.

IN THE EVENT THERE IS A SITUATION/CONFLICT WITH THE PERMIT, YOU WILL BE CONTACTED BY A MEMBER OF LOCKHART CITY STAFF.

DATE RECEIVED: _____ BY: _____

TYPE OF ACTIVITY: Courthouse Nights Music Series

DATE(S) OF ACTIVITY: 4/21, 5/12, 6/16, 7/21, 8/18

TIMES OF ACTIVITY: 6pm-11pm

ACTIVITY SPONSOR (NAME OF GROUP, ORGANIZATION, OR INDIVIDUAL SPONSORING THE ACTIVITY)

NAME: Rach & Rhodes Presents - Courthouse Nights

PHYSICAL ADDRESS: Courthouse Lawn and surrounding Lockhart, TX 78644
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

MAILING ADDRESS: 502 W. Prairie Lea St., Lockhart, TX 78644
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

TELEPHONE NUMBER: (512) 689 2726

APPLICANT (NAME OF THE PERSON WHO WILL BE IN CHARGE OF THIS ACTIVITY)

NAME: Rachel Lingvai

PHYSICAL ADDRESS: 305 S. Rio Grande St., Lockhart, TX 78644
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

MAILING ADDRESS: Same as above

TELEPHONE NUMBER: (512) 689 2726

D.L. # / ID CARD # TX 02366958

LOCATION OF ACTIVITY (FACILITY TO BE USED, PARK, ETC.)

PHYSICAL ADDRESS: Courthouse Lawn and surrounding (Market St. & Commerce St.

NAME OF PROPERTY OWNER: Caldwell County

OWNERS ADDRESS: _____
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

MAILING ADDRESS: _____
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

TELEPHONE NUMBER: (512) 398 - 1808

FACILITY DESCRIPTION

WILL YOU BE USING A TENT OR AN AIR SUPPORTED STRUCTURE? ☐ YES ☐ NO

IF YES, WHAT IS THE SIZE OF THE TENT OR AIR SUPPORTED STRUCTURE? _____

IF YES, IS IT FIRE RETARDENT OR FLAME RESISITANT? ☐ YES ☐ NO

IF YES, DO YOU HAVE THE CERTIFICATE FOR IT? ☐ YES ☐ NO

DO YOU HAVE THE REQUIRED NUMBER OF THE FOLLOWING:

FIRE EXISTS? ☐ YES ☐ NO

FIRE EXTINGUSHERS? ☒ YES ☐ NO

RESTROOM FACILITITES? ☒ YES ☐ NO

SANITATION FACILITIES? ☐ YES ☐ NO

WHAT AREA WILL BE USED FOR VEHICLE PARKING? The surrounding parking on squa

ADMISSION

IS THE ACTIVITY OPEN TO THE PUBLIC? ☐ YES ☐ NO

IF NOT, WHO WILL MONITOR ADMITTANCE? _____

WILL AN ENTRANCE FEE BE CHARGED? ☐ YES ☐ NO

IF YES, HOW MUCH? _____

ESTIMATED NUMBER OF PEOPLE TO ATTEND? 200+

ALCOHOLIC BEVERAGES

WILL ALCOHOLIC BEVERAGES BE ALLOWED ON PREMISES? ☒ YES ☐ NO

IF SO, WHAT TYPE? any from neighboring bars/restaurants

WILL ALCOHOLIC BEVERAGES BE FOR SALE? ☐ YES ☒ NO

IF YES, DO YOU HAVE A TEMPORARY ALCOHOLIC BEVERAGE PERMIT ISSUED BY
THE TEXAS ALCOHOLIC BEVERAGE COMMISSION? ☐ YES ☐ NO

IF YES, WHAT IS THE PERMIT NUMBER? _____

WHO HOLDS THE PERMIT LICENSE? _____

FOOD

WILL FOOD BE SOLD? ☐ YES ☒ NO

IF YES, WHAT TYPE OF FOODS? _____

WILL FOOD BE PREPARED AT THIS LOCATION? ☐ YES ☒ NO

WILL YOU BE USING HEATING OR COOKING EQUIPMENT? ☐ YES ☒ NO

IF YES, WHAT TYPE OF EQUIPMENT? _____

IS THE EQUIPMENT INSTALLED AND SECURED PROPERLY? ☐ YES ☐ NO

DO YOU HAVE A FOOD HANDLERS PERMIT? ☐ YES ☐ NO

IF YES, DATE OF ISSUE: _____ DATE OF EXPIRATION: _____

WILL FOOD BE CATERED? ☐ YES ☐ NO

CATERER'S PHONE NUMBER: (____) _____ - _____

AMUSEMENTS

WILL YOU HAVE ANY AMUSEMENTS? ☒ YES ☐ NO

IF YES, WHAT TYPE: Live Music

AMPLIFIED SOUND

WILL AMPLIFIED SOUND BE USED (i.e., band, disc jockey, loud speakers, etc.)?

☒ YES ☐ NO

IF YES, WHAT TYPE? Band, DJ

DURING WHAT HOURS? 6-11pm

NO OPERATORS OR ACTIVITY SHALL AT ANY TIME ALONG ANY FACILITY PROPERTY LINE CAUSE A SOUND PRESSURE LEVEL WHICH EXCEEDS THE FOLLOWING DECIBLE LIMITS:

<u>Frequency (Hz)</u>	<u>Maximum db level</u>
0 – 600	58
600 – 2400	50
Above 2400	42

VIOLATION OF THESE SOUND LEVELS IS A CRIME PUNISHIBLE BY A FINE NOT TO EXCEED \$1,000.00.

SECURITY

DO YOU HAVE SECURITY OFFICERS? ☐ YES ☐ NO HOW MANY? _____

AGENCY PROVIDING SECURITY? _____

ADDRESS: _____
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

TELEPHONE NUMBER: (____) _____ - _____

**SECURITY INFORMATION MUST BE PROVIDED TO THE LOCKHART
POLICE DEPARTMENT BEFORE THIS ACTIVITY BEGINS**

POLICE DEPARTMENT

City Use Only/Cost: _____

NUMBER OF OFFICERS REQUIRED (IF PD IS TO PROVIDE SECURITY): _____

HOURS TO BE USED: _____

PARKS

City Use Only/Cost: _____

NUMBER OF PARKS PERSONNEL NEEDED FOR EVENT: _____

TRASH CANS NEEDED: _____

NUMBER OF BARRICADES REQUIRED: _____

LOCATION WHERE BARRICADES ARE TO BE USED: _____

_____**STREETS**

City Use Only/Cost: _____

NUMBER OF STREETS PERSONNEL NEEDED FOR EVENT: _____

NUMBER OF BARRICADES REQUIRED: 10STREETS TO BE CLOSED: 1) Market (main to commerce - interior & exterior)2) Commerce (market to san antonio - interior only)

3) _____

4) _____

5) _____

PLEASE USE A SEPARATE SHEET OF PAPER TO CONTINUE STREET CLOSURES.

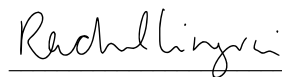
I, the undersigned applicant, hereby affirm that I am the person who is responsible for this activity. I understand that any false or misleading statement in this application is grounds for denial of a permit, or if one has already been issued, grounds for its revocation. I also understand that I am responsible for compliance with all applicable laws and any other requirements set forth for the issuance of this permit.

Rachel Lingvai

Applicant Printed Name

1/31/23

Date



Signature

APPROVED

- ☐ POLICE OFFICIAL: _____ DATE: _____
- ☐ FIRE OFFICIAL: _____ DATE: _____
- ☐ BUILDING OFFICIAL: _____ DATE: _____
- ☐ PARKS OFFICIAL: _____ DATE: _____
- ☐ HEALTH OFFICIAL: _____ DATE: _____
- ☐ ELECTRICAL OFFICIAL: _____ DATE: _____
- ☐ PUBLIC WORKS OFFICIAL: _____ DATE: _____

DISSAPPROVED

- ☐ POLICE OFFICIAL: _____ DATE: _____
- ☐ FIRE OFFICIAL: _____ DATE: _____
- ☐ BUILDING OFFICIAL: _____ DATE: _____
- ☐ PARKS OFFICIAL: _____ DATE: _____
- ☐ HEALTH OFFICIAL: _____ DATE: _____
- ☐ ELECTRICAL OFFICIAL: _____ DATE: _____
- ☐ PUBLIC WORKS OFFICIAL: _____ DATE: _____

COMMENTS / ADDITIONAL REQUIREMENTS:

MUST BE SIGNED AND RETURNED WITH VENDORS APPLICATION
FOOD SERVICE AT SPECIAL EVENTS

BY HEALTH DEPARTMENT
CITY OF LOCKHART

FOOD BOOTH

This Guideline for Food Service at Special Events is compiled to give patrons of those events assurance of Vendors Commitment to Food Safety.

- Food Booths – all food must be covered or all sides of booth must be screened.
- Top to repel water.
- Floors that can be cleaned.
- All food prepared, stored, or displayed must be in booth. **All food must be prepared on site!**
- Hand wash facility shall have adequate amounts of water, soap dispenser and towels (disposable).
- If cooking utensils are used the booth must have two containers large enough to wash the utensils: one for detergent and one for Clorox and water (one tablespoon per gallon of water). **These are not to be used for hand washing!**
- All eating utensils to be disposable (cups, knives, forks spoons and plates).
- Food preparation to be done on nonporous surface (cutting boards of hard plastic).
- There shall be a container to hold all waste from beverages, ice, etc. and disposed of in proper manner (not on ground).
- There must be a food thermometer in each food booth.
- **Cold food must be kept at 41 degrees F or below** (potentially hazardous food [food that will spoil]).
- **Hot food must be kept at 165 degrees F or over** (potentially hazardous food [food that will spoil]).
- Condiments shall be in pumps, squeeze containers, self-closing lids or individual wrapped packages.
- Ice for drinks to be kept separate from ice for cooling.
- Ice used for refrigeration can not be used for consumption.
- **Refrigeration large enough to hold food to 41 degrees or lower day and night** (can not take home).
- Food must be covered at all times.
- If cooking – all grease to be recovered and disposed of properly (**not on the ground**)!
- Store everything at least 6” off the ground.
- All garbage to be in plastic lined container with lid.

FOOD HANDLERS

- **Must wear clean outer garments/aprons.**
- **Restrain hair (hats, scarves or hair nets).**
- **Do not work if ill.**
- **Wash hands each time you enter food area from eating, smoking, using restroom, etc.**
- **If you are handling food, you must use disposable, chemically treated towelette.**
- **Persons using tongs or individual tissue need not use gloves.**
- **No smoking or eating in the booth.**
- **No visitors, children or pets are allowed in the booth.**

COMPLIANCE IS MANDATORY

You must sign this document and return it with your application or the application will be denied.

Printed Name

Signature

Date

PARK USE APPLICATION (PAVILION)

NAME OF PERSON, GROUP OR: _____

ADDRESS: _____
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

TELEPHONE NUMBER: (____) _____ - _____

DATE & TIME OF ACTIVITY: _____

FACILITY TO BE USED: _____

PURPOSE OF ACTIVITY: _____

WHO WILL BE RESPONSIBLE FOR THE ACTIVITY? _____

ADDRESS: _____
(NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

TELEPHONE NUMBER: (____) _____ - _____

SIGNATURE

DATE

Sec. 19-35 Revocation of Permit

A park use permit may be revoked at any time by the City Manager or his designate for reasons which may include, but are not limited to misrepresentation of information given at the time of permit application, failure to comply with conditions the permit, or assignment of the permit to another party without the prior written consent of the City Manager or his designate.

****SPECIAL NOTE: IT IS THE USER/APPLICANT'S RESPONSIBILITY TO BAG AND PLACE ALL GARBAGE IN THE NEAREST DUMPSTER TO THE PAVILION BEING USED. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL FORFEIT ALL DEPOSITS AND FUTURE USE OF ANY CITY FACILITY!**

APPLICANT'S INITIALS

FOR OFFICIAL USE ONLY

APPROVED ☐

DISAPPROVED ☐

(SIGNATURE OF OFFICIAL)

DATE

FEES PAID: _____ DEPOSIT PAID: _____

DATE PAID: _____ DATE PAID: _____

RECEIPT # _____ RECEIPT # _____

*RACH & RHODES
PRESENTS*

Courthouse Nights



***AN EVENING OF MUSIC AND COMMUNITY
ON THE COURTHOUSE LAWN***



WHAT IS IT?

Courthouse Nights is a monthly music series on the 3rd Friday of every month from April to August. It is a family-friendly, free event centered around the Caldwell County Courthouse.

WHO IS PUTTING THIS TOGETHER?

Courthouse Nights is produced by Lockhart residents and music enthusiasts Rachel Lingvai and Will Rhodes.

WHY COURTHOUSE NIGHTS?

We love this town and want to use music as a catalyst to celebrate the diversity and community here in Lockhart and surrounding. We believe the county courthouse lawn is the perfect location for this event.



Where Your Money Goes

BUILDING COMMUNITY

- Creating a free event for the entire community to enjoy
- Highlighting our beautiful county courthouse

SUPPORTING THE ARTS

- We are able to book a more versatile headliner with broader demographic appeal
- We are able to hire an experienced staff

SUPPORTING DOWNTOWN LH

- Bringing money to our downtown businesses



2023 Sponsorship Opportunities

BFF SPONSOR

\$3,500

This is a Monthly Spotlight Sponsorship
On your chosen month you will get:

- Opportunity to speak/introduce yourself and/or the band
- Your banner displayed prominently behind or in front of the stage
- A one-time introduction on all social media outlets and continued logo placement leading up to your night

All season you will get:

- Continued logo recognition whenever thanking our sponsors on-line separated by tiers of support
- Company/logo placement as the presenter for the month on our 2023 line-up poster both printed and online
- Personal banner displayed prominently at event near stage
- Courthouse Nights swag
- Admission for 2 to our end of the season wrap party



2023 Sponsorship Opportunities

GOOD FRIEND

\$1,500

- Projected logo on our new sponsor screen at the event
- One-time introduction on social media outlets
- Logo Placement on all digital and poster promo
- Continued logo recognition whenever thanking our sponsors on-line separated by tiers of support
- Courthouse Nights swag
- Admission for 2 to our end of the season wrap party

GOOD NEIGHBOR

\$750

- Logo placement on all digital and poster promo
- Projected logo on our new sponsor screen at the event
- Continued logo recognition whenever thanking our sponsors on-line separated by tiers of support
- Courthouse Nights swag bag



PAST PERFORMERS:

- James McMurtry
- Tomar & the FC's
- Emily Wolf
- Bidi Bidi Banda
- Croy & the Boys
- David Beck's Tejano Weekend
- Mathew Vasquez (of Delta Spirit)
- The Greyhounds
- Nuevo
- The Tiarras



2023 Sponsorship Form

SEND TO:

rachel@rachandr Rhodespresents.com

PLEASE MAKE CHECKS PAYABLE TO:

Rach & Rhodes Presents

Organization: _____

Contact Name: _____

Phone: _____

Email: _____

T-shirt size (for 2): _____

Sponsorship Level:

Good Neighbor

\$750

Good Friend

\$1500

BFF

\$3500

Signature: _____ **Date:** _____

Thank you for your sponsorship!



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 7, 2023

AGENDA ITEM CAPTION: Discussion and/or action to authorize the creation of a Committee on housing and development issues.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: The Mayor has proposed creating a committee on housing and development to address the issues discussed at the joint workshops of City Council and the Planning and Zoning Commission held in December 2022 and January 2023. The mission of the Committee will be to reflect upon the discussions at the joint workshops and decide which policy priorities City staff and the Planning and Zoning Commission should work on to address the city's development-related issues, and set the order and timing of the work items that could be assigned following the Committee's discussions. The attached schedule provides a draft timeline of the work products the Committee could potentially assign. Any policies the Committee would recommend that would involve a change to City ordinances would be subject to City Council approval as well as review by the Planning and Zoning Commission and/or the Historic Preservation Commission where required. The scope and pace of work products resulting from Committee discussions will also be subject to legal review and the possible need for outside area experts to draft specialized code language. As an appointed City committee, the group's meetings would be subject to public notice requirements.

PROJECT SCHEDULE (if applicable): Draft schedule shown in attached document

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: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Recommend approving the formation of the committee and the draft schedule of priorities for the committee.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Housing and Development Committee-project
timeline

Housing and Development Committee

Project timeline, February 2023

The following is a proposed schedule of activities for the proposed Committee to discuss housing and development issues. The following schedule is intended to provide an overview of possible activities the group may undertake. The timing and completion of the milestones will likely be dependent on staffing levels, zoning and annexation activity, the comprehensive plan production schedule, legal constraints, need to retain consultants for development of specialized ordinances, consideration of the vested rights of property owners, and the results of working group discussions. Additionally, all zoning or regulatory changes suggested through this working group would be subject to the approval of the City Council and the review and recommendations of the Planning and Zoning Commission and/or Historic Preservation Commission.

I. Single Family Housing:

Ongoing/recent:

- Monitor short-term rentals
- Upgrade park dedication standards

Short-term, 1-6 months

- Require greater variation of house designs, increase restrictions on repeating same house
- Add minimum landscaping standards, including number of tree plantings and caliper/species
- Study separation of RHD zoning district into separate districts, one for single-family and detached and one for other housing types such as duplex, patio home, townhouse and condominium. (May work against goal of encouraging missing middle housing).

Mid-term, 6-12 months:

- Changes to minimum entrances, block and cul-de-sac length, and street connectivity requirements "Require or encourage connections between new developments and adjacent neighborhoods"
- Raise development fees to cover costs
- Create and enact residential design standards

Long-range (or enabled through comp plan)

- Ensure adequate Residential Low Density zoning is created and maintained

II. Multifamily Housing

Short-term, 1-6 months:

- Minimum landscaping standards for apartment complexes
- Develop location policy for Multifamily residential that discourages MF-2 zoning away from arterial roads

Mid-term, 6-12 months:

- Raise development fees to cover costs
- Enact design standards for multifamily uses
- Add covered parking requirements for apartment complexes

Long-range (or enabled through comp plan)

- Ensure equitable ratio of new single-family and multifamily projects in comparison to region (done through future land use map in comp plan and review of master-planned developments)

III. Other areas

Short Term, 1-6 months

- Discuss expansion of historic district and Central Commercial Zoning District

Long-range/through comp plan:

- Encourage missing middle housing (also accomplished through MF-2 location policy) "Allow a mix of housing types and lot sizes"
- Research creating zoning district for transition from current historic district to surrounding properties. Priority: "Preserve historic resources," "Clearly Define Downtown Area"

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 7, 2023

AGENDA ITEM CAPTION: Discussion and/or action to consider entering a contract with TRC Engineering relative to the U.S. Department of Commerce - Economic Development Administration Grant (08-79-05656) to provide professional services to design and construct approximately 2.5 miles of wastewater line to the Lockhart Industrial Park III and appointing the City Manager to sign the contractual document, if approved.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION: The City of Lockhart was awarded an Economic Development Administration (EDA) Grant (08-79-05656) from the Department of Commerce in the amount of \$2,100,000 to install approximately 2.5 miles of wastewater lines between Larremore Wastewater Treatment Plant and the new Lockhart Industrial Park III. Completion of this project will also see the decommission and demolition of the Windridge Lift Station. This grant requires professional grant services and professional engineering services to design and construct the grant-funded project.

During the previous Council meeting, TRC was selected as the project's engineering firm and tasked with bringing forward a contract for the design and construction of the wastewater project. Along with the design/construction for the project, this grant also requires multiple complicated environmental tasks, which the engineering firm must abide by. TRC Engineering has experience working on grants and projects similar to this project and has the capacity to perform the engineering services in a timely manner.

PROJECT SCHEDULE (if applicable): Anticipated bid date - August 1, 2023
Construction duration - September 1, 2023 to January 1, 2024
Project closeout - February 22, 2024

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$210,000
\$210,000

Account Number: 802-5199-850-00
545-5199-903-00

Funds Available: \$2,100,000
\$1,325,263

Account Name: Professional Services
Wastewater Impact Fees - Engineering

FISCAL NOTE (if applicable): EDA Total Grant = \$2,100,000

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Federal Share of Cost = \$1,680,000 (80%)

City & LEDC's Share of Cost = \$420,000 (20%)

PREVIOUS COUNCIL ACTION: November 1, 2022 - Professional Grant Administration
Services Awarded
January 17, 2023 - Engineering Firm Selection

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends entering a contract for engineering services with TRC Engineering.

LIST OF SUPPORTING DOCUMENTS: Lockhart EDA Sewer Proposal, Lockhart EDA Wastewater Grant Exhibit 1 (Map), Lockhart EDA Wastewater Grant Exhibit 2 (Budget-Probable Cost)



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

February 02, 2022

Mr. Steven Lewis, City Manager
City of Lockhart
P.O. Box 239
Lockhart, Texas 78644

**RE: EDA Construction Grant ARPA Project #08-79-05656
Sewer System Improvements**

Dear Mr. Lewis:

TRC Engineering, Inc. (TRC) has prepared this proposal and scope of services for the design of 9,900 linear feet (LF) of 12" sanitary sewer main and the replacement of 1,900 LF of 12" sanitary sewer main. The following sections describe the project and what will be included in TRC's scope of work.

PROJECT SUMMARY

The project will consist of professional engineering services in support of the following improvements:

1. 12" sanitary sewer main approximately 4,200 LF long located along the railroad heading West and extending along FM Highway 2720, tying in to the existing 12" sanitary sewer main running perpendicular to Texas 130 Frontage Road along the railroad right of way.
2. 12" sanitary sewer main approximately 5,700 LF long heading West parallel to the railroad extending from Proctor Street.
3. Replacement of 1,900 LF of 12" sanitary sewer main with 15" extending along North Commerce Street and Reynolds Street.
4. Sizing of the lines listed above will be confirmed during the preliminary engineering design.
5. Decommissioning and demolition of the existing Windridge Lift Station

SCOPE OF WORK

A. Environmental

1. Task 1 - WOTUS Delineation Report
 - a. Perform a background review. The background data review will include, but is not limited to, a search within the below listed online resources, as well as other available data to assess the potential WOTUS that could potentially be impacted by the proposed project:

- USFWS National Wetland Mapper data.
 - U.S. Geological Survey (USGS) National Hydrography Dataset (NHD).
 - USGS topographic maps.
 - U.S. Department of Agriculture (USDA) – Natural Resources Conservation Service (NRCS) soils data.
 - Federal Emergency Management Agency (FEMA) floodplain maps
 - Aerial photography or other available planning maps and reports.
- b. Results of the on-site waters of the United States delineation will be summarized in a Waters of the United States Delineation Report.
2. Task 2 - T&E Species Habitat Assessment Report
- a. Perform a background review within seven (7) days of receiving a notice to proceed from the City of Lockhart. The background data review will include, but is not limited to, a search within the below listed online resources, as well as other available data to assess the potential for the presence of sensitive protected species that could potentially be impacted by the proposed Project:
- U.S. Fish and Wildlife Service (USFWS) Information Planning and Consultation (IPaC).
 - Aerial photography or other available planning maps and reports.
 - Texas Parks and Wildlife Department's (TPWD) state-listed rare, threatened, and endangered species for Caldwell County; and
 - TPWD's Texas Natural Diversity Database (TXNDD).
- b. Conduct a survey concurrent with the WOTUS delineation for T&E species habitat, vegetation communities, and other sensitive natural resources that may be present within or adjacent to the project area.
3. Task 3 - Cultural Resources Desktop Study and THC Coordination
- a. Perform a desktop review to identify existing conditions and previously recorded resources within the Area of Potential Conflict (APE). The findings will be summarized in a letter of consultation and will be submitted to the Texas Historical Commission (THC) for review.
- b. The archeological file search and review of sources will be performed using the THC Historic and Archeological Sites Atlas (THC Atlas) to ensure compliance under the ACT and Section 106. TRC archeologists will compile current information on previously recorded cultural resources within the APE and within one kilometer of the APE. Other documents including historic aerial photographs and topographic maps, Sanborn maps, and cemetery records may be reviewed. The results of the search will be compiled in a letter report to be reviewed and then sent to the THC for review. The THC will review the letter of consultation and provide a response within 30 days of submission.

4. Task 4: USACE Permitting

- a. Prepare a permit application for use of a Nationwide Permit 58 Pre-Construction Notification (PCN) Application.

5. Task 5 - Antiquities Permit Application and Research Design, Archeological Survey, Report, and Curation of Records

- a. Results of a desktop study (Task 1) will be incorporated into a Research Design/Scope of Work to accompany the Antiquities Permit Application. The Research Design will outline the proposed archeological survey methodology, reporting, and curation requirements. Once completed, TRC will send the permit application packet to the CES/City for review and signature. Following the City's review and comment, TRC will make any revisions, and submit the permit application packet to the THC who will assign a permit number for the Project. Fieldwork may not proceed until the THC issues a permit number for the Project.
- b. TRC will perform an intensive archeological survey of APE. This work includes a 100 percent pedestrian survey and subsurface investigations will be performed on those parts of the APE that do not exhibit evidence of severe prior disturbance. Survey methods will consist of excavation of shovel tests and mechanical backhoe trenching of areas within the APE exhibiting alluvium, if any, that has potential to contain deeply buried cultural deposits. TRC will initiate One Calls (Dig-Tess locates) at least 48 hours prior to fieldwork. Work will be performed in accordance with the THC's and Council of Texas Archeologists (CTA) Archeological Survey Standards (2020).
- c. Newly discovered prehistoric and historic archeological sites will be documented in compliance with THC/CTA survey standards and policies including requirements for assessing historical sites and cemeteries. Any structures 45 years or older located within or adjacent to the APE will photo-documented and described in the report.
- d. TRC will follow a "no collection" policy where cultural materials are encountered. Diagnostic and non-diagnostic artifacts (e.g., lithic debitage, burned rock, historic glass) will be described, sketched, and/or photo-documented in the field and replaced in the same location in which the artifacts were found.

6. Task 6 – Environmental Narrative

- a. TRC will complete an Environmental Narrative as required by the National Environmental Policy Act (NEPA).

B. Geotechnical Investigation

1. The 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. The City shall arrange for any necessary access and approvals from property owners required for the drill crew to work on the Project during normal daytime working hours (minimum 8 hours per day) without any interruptions. We assume that all test boring locations are open and accessible to standard truck-mounted drilling equipment. Because the borings are located off the roadway, it is assumed that a lane closure will not be required nor will maintenance of traffic, such as cones, signs, and flaggers.
2. The Project surveyor or TRC's drilling subcontractor will mark-out the test boring locations in the field using existing features (e.g., edge of pavement, intersections, 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 exist in 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 and costs but could be provided, if requested and authorized by the City.
3. If the test boring locations are not marked out prior to drill rig mobilization, TRC's drilling subcontractor will mark-out the test boring locations in the field using existing features (e.g., existing edge of pavement, roadway intersections, 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 exist in 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 and costs but could be provided, if requested and authorized by the City at an additional cost.
4. TRC proposes a total of fifteen (15) test borings to be located within the footprint of the proposed project alignment. The borings will be drilled each to a target depth of 20 feet below existing ground surface (bgs) or depth of auger refusal, whichever is less. Drilling and sampling will be in accordance with ASTM D 1586 and D 1587, as appropriate. Soil sampling will be conducted continuously to a depth of 10 ft bgs and then at 5-ft intervals to the completion depth of the borings. Based on our experience, it is assumed that if bedrock is encountered prior to reaching the target depth that we will be able to auger through up to ten (10) feet of rock, or a minimum of 5 ft below the proposed sewer depth, whichever is encountered first. In addition,

we will perform Texas Cone Penetrometer (TCP) testing in bedrock, if applicable. Rock coring is not included in the scope of this proposal.

5. Groundwater measurements will be recorded during drilling and/or shortly after completion of each boring. Borings will then be backfilled with the auger cuttings upon boring completion. Any excess soil materials which do not fit back down the holes will be spread out on the ground surface at the boring location. No additional restoration is included in the scope or cost provided herein.
6. The budget assumes that the drilling will be completed in up to two (2) working days. If additional days are required for the field drilling activities due to an increased number of borings or drilling depths, additional time to access boring locations, etc., TRC will discuss with the City the additional cost that can be realized for drilling and sampling beyond the assumed number of days of field work, if needed.
7. Upon completion of the field work the soil samples will be delivered to TRC's AMRL AASHTO/ASTM accredited laboratory where the field classifications will be verified by a member of TRC's geotechnical engineering staff and representative samples will be selected for laboratory testing to evaluate engineering characters and parameters, including, but not limited to moisture content, grain size distribution, plastic characteristics (Atterberg Limits), and unit weights. An estimated cost for laboratory testing services has been included in this proposal for budgeting purposes.
8. 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 construction, and address project specific concerns including but not be limited to issues such as:
 - a. Earthwork recommendations for site preparation including placement, compaction, and testing of fills, if applicable.
 - b. Groundwater conditions including perched conditions and control of groundwater during construction, as applicable.
 - c. Recommended side slopes and soil parameters for strength and lateral pressures/resistance (both above and below ground water table) considering active, at rest and passive conditions for use in excavation trench support design by others.
 - d. Corrosivity potential on buried steel and concrete.
 - e. Seismic Site Class parameters as determined by the 2018 International Building Code (ASCE 7-16).

- f. It is assumed that pavement design recommendations will not be required as pavement disturbed during force main installation will be replaced in kind.
9. Copies of typed test boring logs, a test boring location plan, and the laboratory test results will be included as appendices to the report.

C. Topographic Survey

1. Acquire field topographical data for the design portion of the project on City's coordinate system, to include:
 - a. Detailed survey including utility locates (as furnished by the specific utility provider) within the project limits described above.
 - b. Provide subsurface utility engineering (SUE) for utility locates (quality level C and D).
2. Set horizontal and vertical primary control points.
 - a. Primary control points shall be set at an approximate spacing of 500 ft. and inter-visible with each other where possible, away from possible disturbance from construction activity.
 - b. Primary control points shall be used as the primary horizontal and vertical control for the project and as benchmarks for the project.
 - c. Horizontal and vertical data for primary control shall be based on Static RTK observations using the Leica Smartnet Network.
 - d. The horizontal datum shall be based on NAD83 (2011) using the Texas Coordinate System, Central Zone (4203),
 - e. The vertical datum shall be based on NAVD88 using Geoid 12B.
 - f. Secondary control points shall be set as necessary for conventional ground surveying and terrestrial LiDAR scans
3. Perform necessary research to obtain ownership records for properties affected by the project limits.
 - a. Prepare a project ownership spreadsheet and perform right-of-entry (ROE) coordination for site access from property owners to secure access for locating property corners, topographic design surveying within the survey limits and to set proposed right of way (ROW) corners. The City will send the right-of-entry access forms to the various property owners and acquire signatures.
4. Provide design level topographic survey data within the project survey limits.
 - a. The survey will be performed on the ground utilizing a combination of terrestrial LiDAR 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, curb lines, pavement, roadway paint striping, driveways, fences, and visible above-ground utility appurtenances within the survey limits.
- 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. Markings from franchise utility services and city utilities will be located at time of survey.
 - d. Flowline elevations of found storm water and sanitary sewer manhole inlet structures immediately adjoining the site will be identified.
 - e. The survey will field locate found protected trees 6 inches or greater in trunk diameter measured at breast height, in accordance with municipal code. Trees will be tagged in the field and shown on the survey noting trunk diameter, species, and canopy size.
 - f. Survey deliverable will be an AutoCAD .dwg file showing topographic points, features, and 1 ft contours, accompanied by a point file in .csv format and digital terrain model in .xml format.
5. Surveyor will perform necessary research to acquire ROW maps, current adjoining property deeds and subdivision plats for properties affected by the project limits.
- a. Field boundary reconnaissance will be performed to locate found subject property and adjoining property corner monumentation.
 - b. Results will be compared, and boundary resolutions determined for affected rights-of-way and properties adjoining the project limits.
 - c. Existing easements of record discovered during abstracting will be shown on the survey.
 - d. Deliverable will be PDF copies of property research and an AutoCAD .dwg file showing established ROW lines, adjoining property lines, found easements and record property ownership information.

D. Design

1. 30% Design consisting of:
 - a. Drawings showing plan details (Horizontal alignment and site utilities).
 - b. One (1) 30% review meeting to address any client comments.
 - c. Opinion of probable construction cost.
2. 60% Design consisting of:
 - a. Drawings showing plan and profile views and construction details

- b. Specifications
- d. One (1) 60% review meeting to address any client comments.
- e. Opinion of probable construction cost.
- 3. 90% Design consisting of:
 - a. Substantially complete drawings. All drawings will be produced in Civil3D. Completed standard and general detail sheets will be provided.
 - b. Completed technical specifications and front-end documents. Specifications will include construction sequences and schedules as appropriate. Specifications will be in PDF format.
 - c. One (1) 90% review meeting to address any client comments.
 - d. Updated opinion of probable construction cost.
- 4. 100% Design
 - a. Incorporate all client comments into a final set of drawings and specifications that are ready for bidding. Provide three (3) hard copy sets of documents to the client.
 - b. Submit to TCEQ the project summary transmittal letter.
 - c. Submit the Utility Installation Request (UIR) to TxDOT for a permit for the Project along N Commerce Street (as required).

E. Bidding

- 1. Organize and participate in construction pre-bid meeting.
- 2. Address contractor questions during the bidding process and submit bid addendums as applicable.
- 3. Assist the City in bidding process including preparation of advertisement document, opening and tabulation of bids, and award recommendation letter.
- 4. Attend City Council meeting for construction award.
- 5. Prepare construction contract documents.

F. Construction Services

- 1. Conduct pre-construction conference.
- 2. Attend monthly onsite contractor led construction meetings with the contractor for a period not to exceed 12 months.

3. Perform monthly ½ day field inspections for a period not to exceed 12 months.
4. Review and approve contractor submittals.
5. Review and respond to contractor requests for information (RFIs).
6. Prepare construction change orders as required.
7. Prepare or verify monthly and final estimates for payment to contractors and furnish to the City any necessary certifications as to payments to contractors and suppliers.
8. Conduct a final inspection of the Project with the City and approve in writing final payment to the contractors.
9. Revise contract drawings to show the work as actually constructed. Furnish one set of prints of the revised drawings to the City. TRC will not verify construction as-built field conditions.

ASSUMPTIONS

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

1. The scope of work under the price noted in this proposal will be limited to the tasks specifically described above.
2. Sewer main diameter is based on the Lockhart Sewer Line Extension PER. Sewer main diameter will be re-evaluated based on the Lockhart Northwest Sewer Capacity Study.
3. TRC's standard format for drawings and specifications will be used.
4. Project will follow traditional design-bid-build method of delivery.
5. On-site inspections by TRC shall be limited to four (4) as part of the monthly construction meetings.
6. Where necessary, the City of Lockhart 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.
7. Should the schedule be changed or put on "hold" by the City of Lockhart, all costs incurred by TRC up to notification of change of schedule or "hold" status will be billed to the City of Lockhart. Additional fees that TRC may incur as a result of the change of schedule or "hold" status will be billed to the City of Lockhart once the project has resumed in addition to the cost of services included in this Scope of Work.

8. This proposal shall adhere to the contract provisions outlined in Attachment A.
9. Per the requirements of the EDA construction grant, TRC (the engineer) agrees to be responsible for any damages arising from any defects in design or negligence in the performance of the construction inspector.

EXCLUSIONS

The following items are specifically excluded from the scope of work but can be done on a time and materials basis, if required.

1. Subsurface utility engineering including design of improvements or relocations for electrical lines, gas lines, telephone lines or other utilities.
2. Easement or Plat documents, Landowner contact or easement negotiations.
3. Continuous construction inspections.
4. Post construction topographic survey.
5. Road/Paving design.
6. Property boundary survey.
7. Property acquisition services.
8. Any other services not identified in the Scope of Work.

Proposed Schedule

Task	Start	Stop	Durations (days)
NTP		02/07/23	
Project Management	02/07/23	03/15/24	402
Environmental	02/08/23	09/06/23	210
Geotechnical Investigation	02/08/23	06/19/23	131
Survey	02/07/23	03/07/23	28
30% Deliverable	03/08/23	04/08/23	31
60% Deliverable	04/14/23	05/14/23	30
90% Deliverable	05/19/23	06/19/23	31
100% Deliverable	06/26/23	07/17/23	21
Permitting Services	04/14/23	08/12/23	120
Bid Date		08/01/23	
Contracts	08/01/23	09/01/23	31
Construction Duration	09/01/23	01/01/24	122
Final Completion	01/01/24	02/01/24	31
Closeout Document	02/01/24	02/22/24	21
Contract Termination	02/22/24	03/15/24	22

COMPENSATION FOR SERVICES

TRC Companies, Inc. will provide the professional engineering services as outlined in the Scope of Work on a lump sum fee basis not to exceed per the following:

Environmental:	\$ 25,817.00
Geotechnical Investigation:	\$ 21,600.00
Survey:	\$ 6,160.00
Design and Permitting:	\$ 129,975.00
Bidding and Construction:	<u>\$ 23,448.00</u>
Total:	\$ 207,000.00 (lump sum)

This lump sum fee includes labor and material costs associated with the Scope of Work identified above. These services will be performed under the terms and conditions of our previously executed Master Services Agreement with the City of Lockhart (dated October 10, 1978).

TRC's lump sum 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. The payment schedule will be via monthly progress billing.

Mr. Steven Lewis, City Manager
City of Lockhart
February 02, 2023
Page 12 of 13

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 Proposal 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 Proposal and, upon acceptance, sign in the space provided below, returning a copy for our files.

Sincerely,

Tony Rached, P.E.
Austin Office Practice Leader

February 02, 2023
Date

Mr. Steven Lewis
City Manager

Date

cc: Sean Kelley, Director of Public Works
William Wachel, PE, TRC Deputy Director
Jeffrey Meadows, PE, Project Manager

Mr. Steven Lewis, City Manager
City of Lockhart
February 02, 2023
Page 13 of 13

ATTACHMENT A – REQUIRED CONTRACT CLAUSES

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- b. Key Definitions.

- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:
- “During the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40

U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the next subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. As such, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work

done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by

FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
 - a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ I; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

- (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally-required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ J; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of

competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags:
“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor

will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

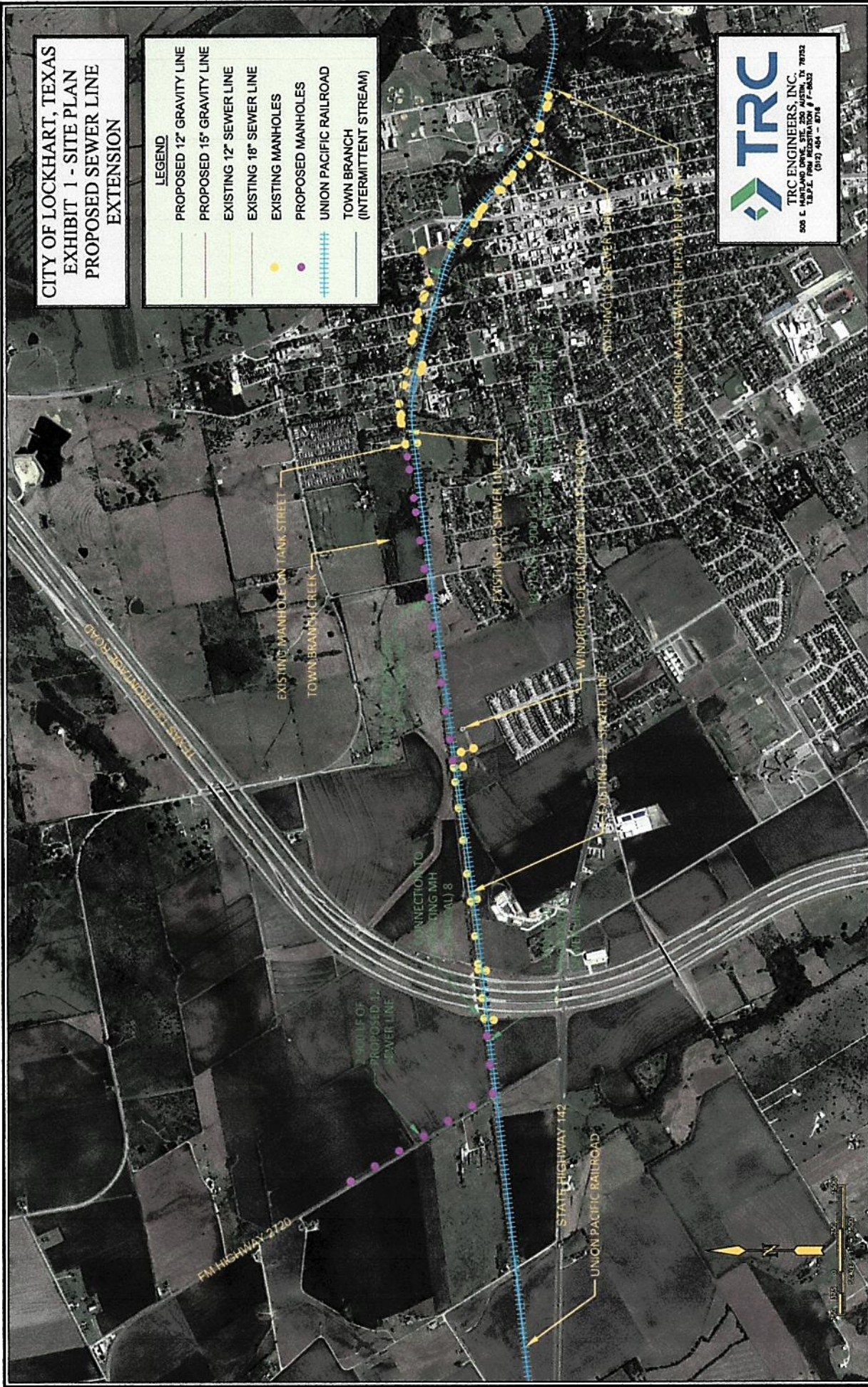
15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

**CITY OF LOCKHART, TEXAS
EXHIBIT 1 - SITE PLAN
PROPOSED SEWER LINE
EXTENSION**

LEGEND

- PROPOSED 12" GRAVITY LINE
- PROPOSED 15" GRAVITY LINE
- EXISTING 12" SEWER LINE
- EXISTING 18" SEWER LINE
- EXISTING MANHOLES
- PROPOSED MANHOLES
- UNION PACIFIC RAILROAD
- TOWN BRANCH (INTERMITTENT STREAM)



F:\WORK IN PROGRESS\LOCKHART\60807 LEC EDI GRANT SEWER LINE PER USD CAD GIS DRAWINGS\501.4 WORKING DWGS\GRAVITY LINE PROP EXHIBIT.DWG - 8/31/20

CITY OF LOCKHART, TEXAS
EXHIBIT 2 - PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST
SEWER LINE EXTENSION - SH130 TO LARREMORE WWTP

Item No.	Description	Quantity	Unit Price	Estimate Cost
1	12" PVC Sewer	9,900 LF	\$65	\$643,500
2	12" Gravity Main by Bore/Encasement	300 LF	\$450	\$135,000
3	15" PVC Sewer	1,900 LF	\$70	\$133,000
4	Demo Existing 12" Sewer	1,900 LF	\$5	\$9,500
5	Manholes	22 EA	\$4,000	\$88,000
6	Trench Safety	11,800 LF	\$1	\$11,800
7	Connection to Existing Manholes	8 EA	\$2,000	\$16,000
8	4" Sewer Service Connections	30 EA	\$1,500	\$45,000
9	Traffic Control Plan	1 LS	\$2,500	\$2,500
10	SW3P	1 LS	\$1,500	\$1,500
11	Silt Fence	11,800 LF	\$1	\$11,800
12	Mobilization/Demobilization	1 LS	\$18,100	\$18,100
			Construction Subtotal	\$1,115,700
			Contingencies (15%)	\$167,400
			Engineering/Surveying (13%)	\$145,200
			Administrative (3.5%)	\$51,800
			ESTIMATED PROJECT TOTAL	\$1,480,100

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 7, 2023

AGENDA ITEM CAPTION: Discussion and/or action to consider approving the second amendment to the Lockhart EMS Staffing and Management Services Agreement with Ascension Seton.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: Effective August 1, 2015, the City contracted with Ascension Seton ("Seton") for the provision of emergency medical services ("EMS") whereby Seton provided ambulance and other assistance to the City in return for the City's payment of Seton's operating expenses and an administration fee. In December 2022, Seton notified the City of its intent to terminate the agreement in March 2023, due in part to budgetary shortfalls. The City and Seton have subsequently negotiated an amendment to the Agreement, now before the Council, whereby Seton will continue providing EMS services through October 1, 2023, in order for the City to secure or provide alternative EMS services, in return for the City's payment of Seton's monthly shortfall of up to \$23,000 in addition to the operating expense and administration fee.

PROJECT SCHEDULE (if applicable): If approved, the amendment will be effective from February 1, 2023 to midnight on October 1, 2023.

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$184,000

Account Number: 570-5319-299-00

Funds Available: \$120,273

Account Name: Other Contracts and Services

FISCAL NOTE (if applicable): Contingent on the anticipated contribution from Caldwell County, a budget amendment could be required for \$63,727 to cover the costs of the monthly shortfall. This budget amendment will be determined during the last quarter of FY2023.

PREVIOUS COUNCIL ACTION: The Seton agreement was last amended effective October 1, 2018.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of the attached second amendment.

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: CITY Amendment 2 to City of Lockhart EMS
Management Agreement, .

**SECOND AMENDMENT TO
LOCKHART EMS STAFFING AND MANAGEMENT SERVICES AGREEMENT**

This Second Amendment to Lockhart EMS Staffing and Management Services Agreement (“Amendment 2”) is made and entered into by and between **The City of Lockhart, Texas**, a Texas home rule municipal corporation (the “City”), and **Ascension Seton**, f/k/a Seton Family of Hospitals, a Texas nonprofit corporation (“Seton”), effective as of the 1st day of February, 2023 (“Effective Date”).

RECITALS

A. WHEREAS, the parties entered into a *Lockhart EMS Staffing and Management Services Agreement* dated effective August 1, 2015, and amended effective October 1, 2018 (as amended, the “Agreement”), for the provision of the management services described therein, which is in full force and effect; and

B. WHEREAS, the monthly operating expenses are currently exceeding the monthly revenue by approximately \$23,000 a month (“Operating Expenses Monthly Shortfall Amount”), Seton desires to recoup this monthly shortfall amount; and

C. WHEREAS, Seton has sent City a written notice, dated December 1, 2022, of its intention to terminate the Agreement effective March 1, 2023, in accordance with Section 2.3 of the Agreement (“Termination Letter”); and

D. WHEREAS, Seton agrees to amend the Termination Letter and extend the Agreement until October 1, 2023, provided, however, that Seton recoup the Operating Expenses Monthly Shortfall Amount.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

AMENDMENT

1. **Amendment of Compensation Article 8** of the Agreement, which was misnumbered and misnamed in Amendment 1, is amended to read in its entirety as follows:

**ARTICLE 8
COMPENSATION**

8.1 Administrative Fee. As compensation for Seton’s services under this Agreement, the City shall pay to Seton a flat monthly administrative service fee (the “Administrative Fee”) of Five Thousand Dollars (\$5,000). This Administrative Fee is set in advance, consistent with the Parties’ mutual agreement as to the fair market value of such items and services.

8.2 Operating Expenses. In addition to the Administrative Fee, City shall pay to Seton \$100,279 monthly for the personnel, supplies, and management services provided under this Agreement (“Operating Fee”).

8.3 Operating Expenses Monthly Shortfall Amount and Monthly True-up Invoice. In addition to the Administrative Fee and Operating Expenses, City shall pay Seton an Operating Expenses Monthly Shortfall Amount in an amount not to exceed \$23,000.00 per month. On or before the twentieth (20th) calendar day of each month, Seton shall submit to the City a Monthly True-up Invoice that outlines the City’s obligation to pay Seton for the Operating Expenses Monthly Shortfall Amount. Within thirty (30) calendar days following the date of the Monthly True-Up Invoice, the City shall pay to Seton the amount of the Operating Expenses Monthly Shortfall Amount.

2. **Termination of the Agreement.** The Agreement will terminate at midnight on October 1, 2023, unless the City provides Seton with 30 days written notice of its intent to terminate the Agreement prior to that date.

3. **Definitions.** Capitalized terms used in this Amendment but not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.
4. **Multiple Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The signatures of the parties hereto may be transmitted by facsimile or other electronic delivery, and each such facsimile signature or other electronic delivery signature (including a PDF signature) will, for all purposes, be deemed to be the original signature of the party whose signature it reproduces and be binding upon such party.
5. **Other Terms.** Excepted as expressly set forth herein, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event that this Amendment and the Agreement are inconsistent, the terms of this Amendment shall control.

IN WITNESS WHEREOF, City and Seton have executed this Amendment as of the Effective Date.

“City”

The City of Lockhart

“Seton”

By:

Title:

Lew White

City Mayor

Christann Vasquez

President



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

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
 - Utility billing
 - Applications
 - 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	City Facilities: Maintenance and repairs

U:\Vance Files\1A Public Works\City Council\Goals and Objectives\FY 18-19\FINAL GROUP\COMBINED GROUP SUBMITTED

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	
MCGREGOR	5	Free public wifi on the square
MENDOZA	5	Parks improvements
MICHELSON	5	Continued police community committee involvement, neighborhood watch, gang awareness
WESTMORELAND	5	Angled parking downtown: N Main and N Commerce Sts(change during downtown drainage project)
WHITE	5	Continued police community committee involvement, neighborhood watch, gang awareness
CASTILLO	6	Wellness for employees

U:\Vance Files\1A Public Works\City Council\Goals and Objectives\FY 18-19\FINAL GROUP\COMBINED GROUP SUBMITTED



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 sqare.	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 altenating 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

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	GF	Infrastructure
		Angled parking for N Main and N Commerce Streets (change during downtown project)	In-House	Parking Downtown
		Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic. Our city is growing and we have been very fortunate with our parking however, it is a concern especially when you have the bigger and wider trucks that are parked in an area that is for a moderate size car. It becomes a hazard and a blind spot when trying to reverse out of the parking space and a blind spot for any and all pedestrians.	GF	Parking Downtown
		Continue to work on City Park improvements	Gen Fund	Parks
		Revive all City parks	Grants	Parks
		Work with 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

8:56 AMU:\Vance Files\1A Public Works\City Council\Goals and Objectives\FY 18-19\COUNCIL COMBINED FY 18-19 Goals

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
JEFF M	3	Expand economic development (by helping to spread the word & being more involved)	Gen Fund	Econo Devl	Robert Tobias is involved with the San Marcos Partnership, local chambers, and with downtown businesses on a regular basis. Leads from the Governor's office and the Austin Chamber are also pursued as applicable.
AGS	4	Economic Development: Recruit more businesses especially retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and specialty shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city. Art Galleries and Music Venues have increased within our downtown area and though many not appreciate these type of business and or venues, it is good for our downtown and its livelihood. Let's work on getting more of the specialty shops and boutiques in or around the square.	GF	Econo Devl	The problem is that many of the property owners downtown do not have the funds to customize their buildings to support specialty shops which most the time are not willing to spend money on a building. Rob Tobias is exploring ways to address this issue.
JUAN M	1	Pay raise across the board	GF	Employees	Estimated Costs Including Benefits: For each 1% for non-civil service= \$52,000 For each 1% for civil service = \$28,000
AGS	2	All Department Heads to Budget Salary Increases for all City Employees.	GF	Employees	See above
JC	5	Wellness for employees	GF	Employees	City provides good health insurance (\$586 per month each) with wellness plans for employees; many Cities have stopped this benefit and only provide a stipend for insurance.
AGS	9	Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off alternating system, especially during the holidays. I did appreciate that the city employees were allowed to stay home during our icy, sleet and snow days. The safety of our employees is very important.	GF	Employees	City employees with vacation leave and holiday time are off 23 days a year with pay which is more than a month of work days. The only holidays not given that we found are Columbus Day and Texas Independence Day. Employee safety is very important, however, some employees must come in to make conditions safe for residents and to respond to emergency conditions and that responsibility belongs to each department head who determines based on staff levels and skills time off during holiday times.
AGS	6	Subdivision development to attract more businesses to Lockhart. Increase the number of homes, apartments, housing. Our city is growing with new citizens wanting to make Lockhart their home but due to the number of housing available, they wait and or possibly lose interest.	GF	Housing	6 housing projects in place at different phases. City Manager recommended incentives to builders three years ago which Council approved and during the time it was in place it produced more housing. As a result, more engineering of subdivisions has begun.
JC	1	Infrastructure	GF	Infrastructure	\$400,000 or more yearly needed for streets
LW	2	Infrastructure improvement- uncurbed streets, street rehab	GF	Infrastructure	See above. It will take a major bond issue to address all streets that do not have curbs.
BW	3	Improve Streets (repairs)	In-House	Infrastructure	See above.

8:56 AM\\Vance Files\\1A Public Works\\City Council\\Goals and Objectives\\FY 18-19\\COUNCIL COMBINED FY 18-19 Goals

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
AGS	3	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	GF	Infrastructure	For streets please see above. Brighter lighting is always a challenge in a city with so many trees. Lockhart still must comply with Senate Bill 5 which regulates power usage. Several cities have passed an ordinance that does not allow for the planting of trees within 15' of the right of way to improve lighting of streets and reduce tree trimming around power lines.
BW	4	Angled parking for N Main and N Commerce Streets (change during downtown project)	Ja-House	Parking Downtown	Scheduled with downtown improvements. Should also consider making 100 Blocks of N Main and N Commerce one-way and possibly consider other blocks downtown especially north/south streets.
AGS	10	Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic. Our city is growing and we have been very fortunate with our parking however, it is a concern especially when you have the bigger and wider trucks that are parked in an area that is for a moderate size car. It becomes a hazard and a blind spot when trying to reverse out of the parking space and a blind spot for any and all pedestrians.	GF	Parking Downtown	Scheduled with downtown improvements
JEFF M	2	Continue to work on City Park improvements	Gen Fund	Parks	Master Plan near complete
BW	2	Revive all City parks	Grants	Parks	Master Plan near complete
KM	2	Work with LISD to establish a community recreation center at Adams Gym, perhaps under Parks (PUBLIC HEALTH/PARKS)	General Fund/Parks & Rec	Parks	Mayor is visiting with LISD about this
KM	3	Add 3 positions to the Parks Department, to help facilitate other improvements (PARKS)	General Fund/Parks & Rec	Parks	Approx. \$100,000 to budget not including equipment and vehicles
LW	3	Park improvements - consider medium to long range Town branch development	GF	Parks	Bond issue needed
KM	4	Develop a dog park as part of the Stueve Lane Monte Vista Tract (PARKS/ANIMAL SHELTER/PUBLIC HEALTH)	General Fund/Parks & Rec	Parks	Estimate on this property is \$ 25000 using used fencing. Maintenance and insurance are also cost factors
AGS	8	Parks Improvements: Purchase and update the park equipment to provide safe and fun filled parks for all to use.	GF	Parks	Master Plan near complete
JUAN M	3	Start Planning for 2040 plan	GF	Planning	Needs to be done
JC	3	Police	GF	Police	Chief Pedraza is working on these issues. Recently issued update that was sent to Council.
LW	4	Continued Police Community committee involvement, neighborhood watch, gang awareness	GF	Police	See above
JEFF M	4	Work with Police Department to bring back drug enforcement program	Gen Fund	Police	See above
JUAN M	5	Get back to Neighborhood Townhall Meetings	GF	Police	Will get with Chief about this

R:\56 AMU\ Vance Files\1A Public Works\City Council\Goals and Objectives\FY 18-19\COUNCIL COMBINED FY 18-19 Goals

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
AGS	5	Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is a lot of training that is free but a lot additional money for registration fees and course material. I am grateful that the Police Department did invest in our Drug Dog and is being utilized by the school as well.	GF	Police	Chief Pedraza reports that Lockhart has two certified mental health officers, and he feels there is sufficient funding for training. He also reports that a new Narcotics Officer would cost about \$90,000 for salary/benefits, training, a vehicle, and all required equipment.
LW	10	High School cadet programs for police, fire, EMS	GF	Police/Fire	Will visit with department heads again about this
LW	6	Public relations position to deal with social media	GF	Public Relations	Position would cost with benefits about \$45,000 annually and would need more tasks to perform.
JEFF M	6	Public relations position to deal with social media	GF	Public Relations	See above
LW	7	Sidewalk repair and expansion	GF	Sidewalks	Costs average about \$25 per linear foot
JEFF M	1	Signage in Lockhart (highway, downtown, and toll road)	Gen Fund	Signage	Wayfinding and Branding Committee in place
LW	5	Wayfinding, branding - develop new entry sign and city property markers	GF	Signage	See above
BW	5	Move Forward with St Paul property project	In-House	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

8:56 AMU:\Vance Files\1A Public Works\City Council\Goals and Objectives\FY 18-19\COUNCIL COMBINED FY 18-19 Goals

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
					FebMarAprMayJunJulAugSepOctNovDecJanFebMarAprMayJunJulAugSepOctNovDecJanFebMarAprMayJunJulAugSepOctNovDecJan		
\$1,355,516.00	6 SH130 WATER MAIN PROJECT - City Line Rd. to Existing Tank, SH 130 @ Hwy. 142, Borchert/Mockingbird, Control Valves, FM 2001	365 days	Thu 6/30/16	Thu 6/29/17			
	Surveying Proposal	15 days	Mon 1/18/16	Mon 2/1/16			
	Survey	30 days	Tue 2/2/16	Wed 3/2/16			
	Acquisition	150 days	Thu 3/3/16	Sat 7/30/16			
	Engineering Design	120 days	Thu 3/3/16	Thu 6/30/16			
	Bid Ad/NTP	60 days	Fri 7/1/16	Mon 8/29/16			
	Construction	300 days	Fri 9/2/16	Wed 6/28/17			
\$470,400.00	7 SH130 PUMP STATION PROJECT						
	Survey	7 days	Mon 4/25/16	Sun 5/1/16			
	Engineering Design	90 days	Mon 5/2/16	Sat 7/30/16			
	Bid Ad/NTP	60 days	Sun 7/31/16	Wed 9/28/16			
	Construction	270 days	Sun 10/2/16	Wed 6/28/17			
\$859,186.00	8 SH130/TOWN BRANCH SEWER PROJECT						
	Surveying Proposal	15 days	Fri 5/20/16	Fri 6/3/16			
	Survey	30 days	Sat 6/4/16	Sun 7/3/16			
	Acquisition	120 days	Mon 7/4/16	Mon 10/31/16			
	Engineering Design	90 days	Mon 7/4/16	Sat 10/1/16			
	Bid Ad/NTP	60 days	Sun 10/2/16	Wed 11/30/16			
	Construction	240 days	Mon 12/5/16	Tue 8/1/17			
\$1,891,126.00	9 WATER TRANSMISSION MAIN PROJECT - Water Plant Transmission Main, MLK to FM 20 West Transmission Main						
	Surveying Proposal	17 days	Wed 11/16/16	Fri 12/2/16			
	Survey	30 days	Sat 12/3/16	Sun 1/1/17			
	Acquisition	120 days	Mon 1/2/17	Mon 5/1/17			
	Engineering Design	90 days	Mon 1/2/17	Sat 4/1/17			
	Bid Ad/NTP	60 days	Sun 4/2/17	Wed 5/31/17			
	Construction	180 days	Mon 6/5/17	Fri 12/1/17			