

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL
April 18, 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. Executive Session in accordance with the provisions of the Government Code, Title 5, Subchapter D, Section 551.087, to deliberate or discussion regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.
 - 1. Discussion regarding economic development negotiations with Project Apple Pie.
 - 2. Discussion regarding economic development negotiations with Project Titan.
 - 3. Following Executive Session, Council will return to open session.
- B. Discuss Amended and Renewal of Interlocal Agreement with Plum Creek Water Partnership and authorizing the City Manager to sign the document if approved. 4-20
- C. Discuss a professional services contract with Freese and Nichols for development of a Comprehensive Plan update. 2-24
- D. Discuss a Chapter 380 Incentive Agreement with TITAN LOCKHART LAND INVESTORS, LLC. 85-93
- E. Discuss entering a professional services agreement with TRC regarding the development of a Water/Wastewater Master Plan. 94-105
- F. Discuss the Mid-Year Financial Report for Fiscal Year 2023. 106-118

- G. Discuss the 2nd Quarter Investment Report for Fiscal Year 2022-23. 119-128
- H. Discuss Ordinance 2023-08 vacating and abandoning approximately 0.112 acres of unused public right-of-way consisting of an alley ranging from 7 to 12 feet in width extending southward from the 200 block of West Olive Street and a 10-foot wide alley extending westward from the southern terminus of the southward alley towards the 800 block of North Blanco Street. 129-138
- I. Discuss a work authorization for Halff Associates, under the Master General Services Agreement, to renovate Lions Park. 139-140

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE

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

3. PUBLIC COMMENT

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

4. PUBLIC HEARING/COUNCIL ACTION

- A. Postpone public hearing regarding application ZC-23-03 by Monte J. Guidry requesting a ZONING CHANGE from CHB Commercial Heavy Business District to to RMD Residential Medium Density District on a total of 0.205 acres in the Byrd Lockhart League, Abstract No. 17, Located at 1013 North Colorado Street (US 183) until May 16, 2023 at 7:30 PM. 147-153

5. CONSENT AGENDA

- A. Approve Amended and Renewal of Interlocal Agreement with Plum Creek Water Partnership and authorizing the City Manager to sign the document if approved. 154-170

6. DISCUSSION/ACTION ITEMS

- A. Presentation and consideration of a professional services contract with Freese and Nichols for development of a Comprehensive Plan update. 171-234
- B. Discussion and/or action regarding a Chapter 380 Incentive Agreement with TITAN LOCKHART LAND INVESTORS, LLC. 235-243

- C. Discussion and/or action to consider entering a professional services agreement with TRC regarding the development of a Water/Wastewater Master Plan. 244-255
- D. Discussion and consideration of the Mid-Year Financial Report for Fiscal Year 2023. 256-268
- E. Discussion and consideration of the 2nd Quarter Investment Report for Fiscal Year 2022-23. 269-278
- F. Discussion and/or action to consider adoption of Ordinance 2023-08 vacating and abandoning approximately 0.112 acres of unused public right-of-way consisting of an alley ranging from 7 to 12 feet in width extending southward from the 200 block of West Olive Street and a 10-foot wide alley extending westward from the southern terminus of the southward alley towards the 800 block of North Blanco Street. 279-288
- G. Discussion and/or action regarding a work authorization for Halff Associates, under the Master General Services Agreement, to renovate Lions Park. 289-296
- H. Presentation by Red Oak Development and discussion regarding a proposed master-planned community of approximately 500 acres near the intersection of FM 1322 and Seawillow Road. 297-332

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

- Fire Station No. 1 project update.
- Recommendations from the Impact Fee Advisory Committee will be considered in a public hearing on May 2nd.
- Update on TXDOT landscaping / irrigation improvements at the overpass located at U.S. 183 and Cemetery Street.
- Update on improvements in Nueces Park.

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

9. **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 14th day of April, 2023 at 3:30 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 18, 2023

AGENDA ITEM CAPTION: Discuss Amended and Renewal of Interlocal Agreement with Plum Creek Water Partnership and authorizing the City Manager to sign the document if approved.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The Plum Creek Partnership was created in 2006 and was established to restore and protect the waters of the Plum Creek. In 2011, the City along with the other governmental agencies and utilities entered into an Interlocal Agreement regarding the partnership, which was renewed January 1, 2018.

The Amended and Renewal Interlocal Agreement establishes the primary responsibilities and tasks of the Plum Creek Watershed Coordinator, found on Attachments A & B. The agreement also sets forth the annual financial commitment for each entity based on population and square miles. The City's annual commitment is \$2,686. The term of the agreement is for (1) year and will automatically renew each year.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$2,686

Account Number: 275-5199-299-00

Funds Available: \$43,008

Account Name: Other Contracts & Services

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: July 2011- Entered ILA with Plum Creek Partnership
December 2015- Approved ILA Renewal
December 2017- Approved ILA Renewal

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of ILA to continue participation in the Plum Creek Watershed Protection Plan.

LIST OF SUPPORTING DOCUMENTS: 2023 PLUM CREEK INTERLOCAL AGREEMENT

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMENDMENT FINAL 4-3-23

**INTERLOCAL AGREEMENT AMENDMENT AND RENEWAL AMONG
HAYS COUNTY, CALDWELL COUNTY, CITY OF LULING, CITY OF KYLE,
CITY OF BUDA, CITY OF LOCKHART, CITY OF UHLAND,
GUADALUPE-BLANCO RIVER AUTHORITY, PLUM CREEK CONSERVATION DISTRICT,
AQUA WATER SUPPLY CORPORATION, CALDWELL-TRAVIS SOIL AND WATER
CONSERVATION DISTRICT #304, AND HAYS COUNTY SOIL AND WATER
CONSERVATION DISTRICT #351, REGARDING IMPLEMENTATION OF THE PLUM CREEK
WATERSHED PROTECTION PLAN**

This Interlocal Agreement Amendment and Renewal (“Amendment”) is made and entered into, effective the ____ day of _____, 2023 (“Effective Date”) by and among Hays County, Texas (“Hays County”); Caldwell County, Texas (“Caldwell County”); City of Luling (“Luling”); City of Kyle (“Kyle”); City of Buda (“Buda”); City of Lockhart (“Lockhart”); City of Uhland (“Uhland”); Guadalupe-Blanco River Authority (“GBRA”); Plum Creek Conservation District (“PCCD”); Aqua Water Supply Corporation (“Aqua Water”); Caldwell-Travis Soil and Water Conservation District #304 (“Caldwell-Travis SWCD”); and Hays County Soil and Water Conservation District #351 (“Hays County SWCD”); jointly known as the “Financing Parties.” This Amendment is entered into by the Financing Parties pursuant to the authority granted and in compliance with the provisions of the “Interlocal Cooperation Act,” as amended, Chapter 791, Texas Government Code. This Amendment is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

WHEREAS in 2006, the Plum Creek Watershed Partnership (“PCWP”) was established to restore and protect the water quality in Plum Creek, a tributary of the San Marcos River in the Guadalupe River Basin of Texas, and each Financing Party named above has representatives on the PCWP Steering Committee that is described in and operates under the PCWP Ground Rules dated May 5, 2006 (“Ground Rules”), throughout that time; and

WHEREAS since that time several million dollars have been dedicated to the development and implementation of the highly recognized Plum Creek Watershed Protection Plan (“WPP”); and

WHEREAS the Plum Creek WPP is a roadmap to restore water quality in Plum Creek and includes recommendations on data collection and water quality monitoring, implementation of best management practices to address pollution from agriculture and urban sources, and outreach and education; and

WHEREAS the Plum Creek WPP satisfies the U.S. Environmental Protection Agency’s (“EPA”) guidelines and expectations for a WPP; and

WHEREAS the Plum Creek Watershed Coordinator (“PCWP Watershed Coordinator”), through an existing grant from the Texas State Soil and Water Conservation Board (“TSSWCB”), EPA, and the Financing Parties, payable and available to the PCWP Watershed Coordinator, facilitates the PCWP; secures additional funding through writing grants; tracks the progress of implementing the Plum Creek WPP; and reports water quality trends resulting from implementation of the Plum Creek WPP; and

WHEREAS on July 11, 2011, the Financing Parties entered into the Interlocal Agreement Among Hays

County, Caldwell County, City of Luling, City of Kyle, City of Buda, City of Lockhart, City of Uhland, Guadalupe-Blanco River Authority, Plum Creek Conservation District, Aqua Water Supply Corporation, Caldwell-Travis Soil and Water Conservation District #304, and Hays County Soil and Water Conservation District #351 for the protection of the Plum Creek Watershed (“Interlocal Agreement”); and

WHEREAS on November 20, 2018, the Financing Parties entered into the Renewal and Extension of the Interlocal Agreement Among Hays County, Caldwell County, City of Luling, City of Kyle, City of Buda, City of Lockhart, City of Uhland, Guadalupe-Blanco River Authority, Plum Creek Conservation District, Aqua Water Supply Corporation, Caldwell-Travis Soil and Water Conservation District #304, and Hays County Soil and Water Conservation District #351, Regarding Implementation of the Plum Creek Watershed Protection Plan (“Renewal and Extension”); and

WHEREAS the Financing Parties desire to ensure continued implementation of the Plum Creek WPP;

NOW THEREFORE, the Financing Parties have mutually agreed to amend and renew the Interlocal Agreement and to proceed as follows:

ARTICLE I PCWP WATERSHED COORDINATOR

The Financing Parties agree to continue their support for the funding of a PCWP Watershed Coordinator for implementation of the Plum Creek WPP. Such program will continue to be the responsibility of the PCWP.

ARTICLE II MANAGING PARTNER

GBRA was designated as Managing Partner by the PCWP Steering Committee, following the execution of the Interlocal Agreement, and will continue to serve in this role. The Managing Partner will be responsible for updating the job description and responsibilities of the PCWP Watershed Coordinator, as needed, with input from the PCWP Steering Committee. The PCWP Steering Committee will continue to follow the Ground Rules.

The Managing Partner will supervise the PCWP Watershed Coordinator. As needed, the Managing Partner, after consulting with PCWP Steering Committee members, will serve as the hiring manager to fill the PCWP Watershed Coordinator position in the event that the position becomes vacant. The Managing Partner may, at its discretion, form a hiring committee comprised of members selected from the PCWP Steering Committee. The PCWP Watershed Coordinator will continue to be housed at a location in the watershed that the Managing Partner approves of, after consulting with the PCWP Steering Committee.

ARTICLE III PLUM CREEK WATERSHED COORDINATOR

The primary responsibilities of the PCWP Watershed Coordinator are stated and listed in Attachment A to this Amendment. Additionally, various other tasks of the PCWP Watershed Coordinator are stated and listed on Attachment B.

ARTICLE IV FUNDING

Any payments made by or financial obligations of any Financing Party relating to this Amendment shall be made from current revenues available to the Financing Party and shall be made to the Managing Partner. The Managing Partner is authorized to deposit all funds received from Financing Partners pursuant to this Amendment in applicable bank accounts and is authorized to spend such funds to implement this Amendment in accordance with the approved budget, provided, however, that any proposed expenditure of funds herein in excess of \$1,000.00, except the salary of the PCWP Watershed Coordinator, shall be first approved by the PCWP Steering Committee. The Financing Parties agree that the estimated annual budget balance, not including a grant reward, is approximately \$48,000.00 with said amount being allocated among several Financing Parties in accordance with Attachment C to this Amendment.

The Financing Parties further agree that other opportunities for funding shall be actively pursued by the PCWP Steering Committee, the Managing Partner, and PCWP Watershed Coordinator throughout the term of this Amendment. Other sources of funding which shall be pursued include, but are not limited to, federal, state, non-profit, non-government affiliated private or public grants, and other state and federal funding opportunities.

ARTICLE V STATISTICS AND DOCUMENTS

The Managing Partner shall properly, accurately, and completely maintain all documents, papers, records, and other evidence regarding implementation of this Amendment. To further the purpose of cooperative administration of the activities described within this Amendment, the Managing Partner agrees, if requested, to make documents and record materials associated with expenditures under this Amendment available to each Financing Party, upon reasonable notice, and as often as each Financing Party may require for purpose of inspection, examination, and/or copying of same.

The Managing Partner shall maintain and retain a complete set of any and all documents, papers, records, and other evidence produced as a result of this Amendment and ensure that this Amendment is publicly available in the form of a PDF version of this Amendment on the PCWP website. If necessary, a reproduction of a document may be submitted and it shall be so marked.

ARTICLE VI DISPUTES

The Financing Parties agree to use due diligence to cooperate and communicate with each other to resolve any and all disputes which may arise under this Amendment. The Financing Parties agree that before they exercise the termination rights described in Article VIII, they will attempt to resolve the dispute and will allow the non-disputing Financing Parties the opportunity to cure the alleged dispute. In the event they are unable to do so, the Financing Parties agree to mediate the dispute prior to exercising their termination rights.

ARTICLE VII TERM

This Amendment shall be effective on the date the last of the Financing Parties signs this Agreement (the “Effective Date”) with the financing obligation described commencing for a period of one year beginning on the Effective Date. The term of this Amendment shall be automatically renewed each year for the duration of the federal grant funding provided through the TSSWCB, unless terminated earlier, as provided in Article VIII or amended as provided in Article IX.

ARTICLE VIII TERMINATION

Termination of this Amendment shall coincide with the termination of federal grant funding provided through the TSSWCB and EPA. In the event a Financing Party to this Amendment determines it is in the best interest of that Financing Party to withdraw from this Amendment, the Financing Party may withdraw by giving written notice of such intent to the remaining Financing Parties at the addresses provided in Section X of this Amendment no later than May 31 of the calendar year.

The withdrawing Financing Party shall cooperate with the remaining Financing Parties to achieve a proper transition time period to allow the remaining Financing Parties to restructure the contributions provided by the remaining Financing Parties. The withdrawing Financing Party shall remain liable for such Financing Party’s allocated share of the budget for and including the entire PCWP fiscal year prior to such Financing Party’s withdrawal.

ARTICLE IX AMENDMENT

No amendment, modification, or alteration of the terms of this Amendment shall be binding unless it is in writing, dated subsequent to the date hereof, and be agreed to and duly executed by each of the Financing Parties after official action by each of the respective governing bodies of the Financing Parties.

ARTICLE X NOTICES

Notices to any Financing Party required or appropriate under this Amendment shall be deemed sufficient if in writing and mailed to the following addresses, USPS postage prepaid.

To Hays County. Notices to Hays County shall be addressed to:

Hays County Judge
Hays County
111 East San Antonio Street, Suite 300
San Marcos, TX 78666

and to such other addresses as may hereafter be designated in writing by the Hays County Judge.

To Caldwell County. Notices to Caldwell County shall be addressed to:

Caldwell County Judge

Caldwell County
110 South Main Street
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the Caldwell County Judge.

To Luling. Notices to Luling shall be addressed to:

City Manager
City of Luling
509 East Crockett
Luling, TX 78648

and to other such addresses as may herein be designated in writing by the City Manager of Luling.

To Kyle. Notices to Kyle shall be addressed to:

City Manager
City of Kyle
100 West Center Street
Kyle, TX 78640

and to other such addresses as may herein be designated in writing by the City Manager of Kyle.

To Buda. Notices to Buda shall be addressed to:

City Manager
City of Buda
405 E. Loop Street, Building 100
Buda, TX 78610

and to other such addresses as may herein be designated in writing by the City Manager of Buda.

To Lockhart. Notices to Lockhart shall be addressed to:

City Manager
City of Lockhart
P.O. Box 239
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the City Manager of Lockhart.

To Uhland. Notices to Uhland shall be addressed to:

City Secretary
City of Uhland
15 N. Old Spanish Trail

Uhland, TX 78640

and to other such addresses as may herein be designated in writing by the City Secretary of Uhland.

To GBRA. Notices to GBRA shall be addressed to:

General Manager
Guadalupe-Blanco River Authority
933 East Court Street
Seguin, TX 78155

and to such other addresses as may herein be designated in writing by the General Manager of GBRA.

To Plum Creek Conservation District. Notices to Plum Creek Conservation District shall be addressed to:

Executive Manager
Plum Creek Conservation District
1101 W. San Antonio Street
Lockhart, TX 78644

To Aqua Water Supply Corporation. Notices to Aqua Water Supply Corporation shall be addressed to:

General Manager
Aqua WSC
415 Old Austin Hwy
Drawer P
Bastrop, TX 78602

To Caldwell-Travis SWCD. Notices to Caldwell-Travis SWCD shall be addressed to:

Chairman
Caldwell-Travis SWCD #304
111 E Martin Luther King Jr Industrial Blvd, Suite B
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the Chairman of Caldwell-Travis SWCD.

To Hays County SWCD. Notices to Hays County SWCD shall be addressed to:

Chairman
Hays County SWCD #351
326 Cheatham Street
San Marcos, TX 78666-6912

and to other such addresses as may herein be designated in writing by the Chairman of Hays County

SWCD.

ARTICLE XI RELATIONSHIP OF FINANCING PARTIES

Nothing contained herein shall be deemed or construed by the Financing Parties, or by any third party, as creating the relationship of principal and agent, joint venture, or any other similar relationship among the Financing Parties. It is understood and agreed that no provisions contained herein nor any acts of the Financing Parties hereto create a relationship among the Financing Parties other than that of independent contractor. In keeping with the provision of its services as an independent contractor, each Financing Party shall be responsible for its respective acts or omissions. No Financing Party has the authority to bind the other Financing Parties or to hold out to third parties that it has the authority to bind the other Financing Parties separately or collectively.

ARTICLE XII APPLICABLE LAW

This Amendment shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Financing Parties created hereunder are performable in the counties of Guadalupe, Hays, Travis, or Caldwell, Texas.

ARTICLE XIII LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such shall not affect any other provisions hereof and this Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XIV COMPLIANCE WITH LAWS AND ORDINANCES

The Financing Parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the work or services to be performed under this Amendment. The Financing Parties acknowledge that they are each subject to the Texas Public Information Act and the exceptions stated in such Act.

ARTICLE XV PARTIES BOUND

This Amendment shall be binding upon and inure only to the benefit of the Financing Parties hereto and their respective successors and assigns where permitted by this Amendment.

ARTICLE XVI DEFINITIONS

The "Financing Parties" means the entities that have executed this Amendment in their separate capacities.

The “Plum Creek Watershed Partnership” or “PCWP” means an unincorporated entity operating under the “PCWP Ground Rules.”

The “PCWP Steering Committee” is the group of individuals listed in the Ground Rules document, that directs the actions of the “Plum Creek Watershed Partnership” in accordance with the “PCWP Ground Rules” and with the terms of this Amendment.

The “Managing Partner” is the person or entity selected by the PCWP Steering Committee to be, and operates as, the managing partner of the PCWP and has the duties and responsibilities described in both the “PCWP Ground Rules” and in this Amendment.

In Witness Whereof, the Financing Parties have executed in multiple originals, each of which shall have the full force and effect of an original, this Amendment.

Hays County

By: _____

Date: _____

City of Luling

By: _____

Date: _____

City of Buda

By: _____

Date: _____

City of Uhland

By: _____

Date: _____

Plum Creek Conservation District

By: _____

Date: _____

Caldwell-Travis SWCD #304

By: _____

Date: _____

Caldwell County

By: _____

Date: _____

City of Kyle

By: _____

Date: _____

City of Lockhart

By: _____

Date: _____

Guadalupe-Blanco River Authority

By: _____

Date: _____

Aqua Water Supply Corporation

By: _____

Date: _____

Hays County SWCD #351

By: _____

Date: _____

ATTACHMENT A
PRIMARY RESPONSIBILITIES OF PLUM CREEK WATERSHED COORDINATOR

- Work with counties, cities, local boards and businesses to implement management measures identified in the Plum Creek WPP to improve water quality and develop funding mechanisms for putting them in place.
- Work with state and federal agencies and organizations, as appropriate, to bring technical and financial resources to the watershed.
- Pursue external funding to reduce or cover costs for the project (salary and operating).
- Track and document implementation efforts to assess progress toward established goals in the WPP.
- Evaluate water quality data to monitor progress and determine the need for new approaches.
- Coordinate and conduct water resources and related environmental outreach education efforts across the watershed, including organizing training programs and participating in local community clean-up events.
- Develop publications (e.g., newspaper, newsletter, factsheets), and website content to promote and communicate watershed efforts.
- Conduct regular stakeholder meetings, including PCWP Steering Committee and Work Group, throughout the watershed to gather and incorporate local input and encourage citizen participation.
- Provide Counties, Cities and other partners with regular updates on progress, and seek their input and recommendations on needed activities.

ATTACHMENT B PLUM CREEK WATERSHED COORDINATOR TASKS

Agriculture

- Coordinate with Soil and Water Conservation District Technician
- Secure funding to support financial incentive programs
- Organize, promote and participate in Texas AgriLife Extension Service education workshops and training events
- Develop and deliver educational programs on agriculture nonpoint source best management practices
- Develop and disseminate factsheets and other education materials (e.g., videos, slide sets) to promote adoption and proper management of best management practices
- Facilitate soil and water testing campaigns; conduct interpretive educational events
- Coordinate development of grant proposals
- Monitor and report progress of conservation practice program implementation
- Identify and implement innovative strategies to facilitate practice adoption and sustained management

Feral Hogs

- Coordinate with Wildlife Extension Feral Hog Education Specialist
- Monitor and facilitate citizen use of the online reporting system to track feral hogs sightings and damage
- Facilitate delivery of updates on progress to County officials and other stakeholders
- Deliver education programs at workshops and other events
- Facilitate and assist with development and distribution of educational resources (e.g., factsheets, videos, etc.)
- Coordinate with Texas Wildlife Services to facilitate hog control efforts
- Monitor and report progress of feral hog programs and identify proactive strategies

Urban Stormwater

- Work with city officials to identify programs and projects to mitigate stormwater nonpoint source
- Assist cities with development of grant proposals
- Assist city personnel with existing TCEQ CWA §319(h) nonpoint source projects in Kyle and Lockhart
- Facilitate stormwater management practice demonstrations
- Secure, develop and/or assist with the preparation and distribution of educational resources including factsheets, videos, slide sets, etc.
- Coordinate Sports Athletic Field Education (SAFE) workshops
- Coordinate community cleanup events and participate in environmental fairs in Kyle, Lockhart, and Luling

- Facilitate pet waste management outreach
- Monitor and report progress of urban nonpoint source programs and identify proactive strategies

Wastewater

- Coordinate septic system management workshops for homeowners and installer/ maintenance providers
- Assist cities and counties with Texas Water Development Board applications for wastewater infrastructure projects; including State Revolving Fund
- Facilitate fats, oils, and grease (FOG) workshops
- Interact with wastewater treatment facilities (WWTFs) to pursue voluntary permit upgrades
- Promote and assist with research efforts to determine and mitigate contributions from WWTF
- Pursue implementation of an unannounced inspection program for WWTFs
- Assist counties with expansion of inspection/enforcement programs for septic systems
- Develop and deliver educational resources and programs regarding the need for and methods of septic system management

General Partnership Duties

- Coordinate and conduct quarterly PCWP Steering Committee meetings and Work Group meetings as needed
- Actively promote widespread awareness and involvement in project implementation by stakeholders across the watershed
- Conduct regular communication with the PCWP and respond to stakeholder questions and concerns
- Facilitate communication and coordination among team members from all agencies and organizations
- Identify funding opportunities and develop and submit grant proposals to support implementation
- Perform quarterly analysis of targeted and routine water quality monitoring data
- Track management practice implementation across the watershed, both as a result of the project and external efforts
- Manage implementation grants; generate quarterly progress reports for grants and other funding sources
- Prepare the biennial update of the Plum Creek WPP including progress in implementation and needed modifications to goals and milestones
- Produce and distribute publications highlighting watershed implementation activities and specific best management practices
- Produce and distribute a quarterly newsletter
- Manage and update PCWP website content
- Manage and update Facebook site and Instagram page

- Produce and distribute press releases regarding key issues, programs and project efforts in the watershed
- Provide radio interviews regarding watershed developments; pursue a weekly radio program to discuss project efforts and public action
- Provide regular updates to city councils, county commissioner's courts, PCCD, soil and water conservation districts, TSSWCB, TCEQ, and other partner agencies, groups and organizations
- Develop material for inclusion in the TCEQ-TSSWCB Annual Report on Managing NPS Pollution in Texas and the GBRA CRP Basin Highlights Report and Basin Summary Report
- Facilitate adoption of appropriate city and county ordinances
- Perform advisory role in Central Texas Green Printing, regional water and wastewater studies, and other regional planning efforts on behalf of the PCWP
- Interact with ongoing local school water quality monitoring projects
- Participate in annual community events and festivals (Luling Foundation Field Day, Lockhart Rites of Spring, Luling Watermelon Thump, etc.) to promote citizen interaction to implement the WPP
- Facilitate special household hazardous waste and agricultural waste pesticide collection events
- Facilitate ongoing illegal dumping management programs
- Coordinate periodic tours/field days in the watershed for stakeholders and agency partners to demonstrate project efforts
- Pursue opportunities for increased public awareness including roadway signs, billboards, special events, etc.

**ATTACHMENT C
FINANCING PARTIES COST BREAKDOWN**

Entities	2009 Population*	Area (sq. Miles)	Cost Portion		Total
			Population (50%)	Land (50%)	
Caldwell County	17,488	311.00	\$3,022.00	\$5,932.00	\$8,954.00
Hays County	8,622	72.00	\$1,490.00	\$1,208.00	\$2,698.00
Kyle	28,700	9.38	\$4,960.00	\$188.00	\$5,148.00
Lockhart	14,238	11.26	\$2,461.00	\$225.00	\$2,686.00
Luling	5,502	3.31	\$951.00	\$66.00	\$1,017.00
Buda	7,784	2.27	\$1,345.00	\$45.00	\$1,391.00
GBRA	26,110	388.00	\$4,513.00	\$7,775.00	\$12,287.00
PCCD	26,110	388.00	\$4,513.00	\$7,775.00	\$12,287.00
Uhland	457	1.83	\$79.00	\$37.00	\$116.00
Aqua WSC	3,855		\$666.00	\$749.00	\$1,416.00
Total	138,866	1,187.05	\$24,000.00	\$24,000.00	\$48,000.00

*Population that falls within the Plum Creek Watershed

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 18, 2023

AGENDA ITEM CAPTION: Discuss a professional services contract with Freese and Nichols for development of a Comprehensive Plan update.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION: On January 10, 2023, City Planning Staff issued a Request for Qualifications (RFQ) for Comprehensive Planning Services, specifying a deadline date for submissions of February 10. The city received 5 submissions in response to the RFQ. From the submissions, three finalists were selected, with in-person interviews occurring on March 22, 2023. From the interviews, Freese and Nichols emerged as the staff's choice to provide planning services. The City Attorney has reviewed the provided contract materials.

Under the terms of the contract, the planning process is scheduled to last for 18 months. Several meetings and events will be held as part of the planning process, including a kick-off meeting, five meetings of a comprehensive plan advisory committee, 10 smaller stakeholder meetings or community presentations, and three larger community events. As part of the process, two update briefings to City Council would be provided, as well as adoption meetings with the Planning and Zoning Commission and City Council. During the plan process Freese and Nichols will create and maintain a Comprehensive Plan website that will have interactive elements in both English and Spanish.

Based on the scope of services to be provided, Freese and Nichols is requesting \$231,032 for completion of the specified services. \$100,000 has been allocated for the current fiscal year, while \$131,032 would need to be allocated for the plan in the upcoming budget for the 2024 fiscal year.

PROJECT SCHEDULE (if applicable): The consultant anticipates an 18-month planning process, to be completed in late 2024.

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$100,000

Account Number: 100-5525-203-00

Funds Available: \$100,000

Account Name: Architectural & Engineering

FISCAL NOTE (if applicable): The remaining balance of \$131,032 will be budgeted in the Fiscal Year Budget for 2023-24.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Approve the professional services contract with Freese and Nichols for the development of a Comprehensive Plan update.

LIST OF SUPPORTING DOCUMENTS: PSA with attachments 041223 - Final, SOQ_Lockhart_Comprehensive Planning_19-2230, Lockhart Comp Plan Council Presentation--4-18-23

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Lockhart, Texas (City) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for City and City utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, City agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Lockhart Comprehensive Plan.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of City which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of \$231,032.00.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the City and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is _____ date.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the City and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the City and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CITY OF LOCKHART, TEXAS

FREESE AND NICHOLS, INC.

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____

ATTACHMENT SC

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

PROJECT UNDERSTANDING

The City of Lockhart has engaged FNI to prepare a Comprehensive Plan consistent with state and national best practices. This includes facilitation of stakeholder engagement and community input in support of the creation of a community vision and a Comprehensive Plan that includes recommendations related to housing, land use, transportation, economic development, and a host of other topics noted in the scope below. This understanding is operationalized in the scope of services provided below.

SCOPE OF SERVICES

Tasks prepared as part of this planning effort may occur concurrently or sequentially where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document. The result will be a professional plan document containing all information described in the tasks below. For the purposes of plan organization/readability, aspects of each task may be shifted into different chapters or appendices as appropriate.

Task 1: Project Management and Quality Control

Perform general project management and control project quality, progress and budget for the scoped period of completion, including FNI's monthly reporting and invoicing requirements, monthly status meetings with the City, and similar efforts.

Task 2: Engagement and Meetings

Consultant will prepare an Engagement Plan for approval by the City, consistent with the following:

1. Project Initiation

A conference call or virtual meeting with City staff will take place at the beginning of the project to familiarize all parties with the scope, project schedule, project kick-off, data request needs

and timing, invoicing, communication and key staff, and other significant considerations advantageous to understand prior to the kick-off.

2. Kick-off Meeting and Study Area Tour

Attend one (1) kick-off meeting with the City. The purpose of the meeting will be to build upon discussions of the staff initiation conference call. Immediately following the Kick-off Meeting, participate in one (1) site tour of the city to provide spatial context to conversations about the City's challenges and opportunities. If unable to conduct this as an in-person tour, the City will provide a recommended tour route and key information elements. FNI and the City may also mutually agree to other approaches.

3. Comprehensive Plan Advisory Committee (CPAC) Meetings

CPAC members will be identified by the City at the outset of the project. CPAC meetings will allow for the review key components of the plan in detail, to explore possible scenarios, to debrief public participation efforts, and to receive direction on plan issues and topics. Such sessions will include an agenda, any necessary maps, handouts, or materials, and drafts of key tasks for review and comment. A total of five (5) meetings are included in this scope of work. The first CPAC meeting will take place as part of the trip for the Kickoff Meeting and Study Area Tour.

4. Stakeholder Meetings and/or Community Conversations

A total of ten (10) stakeholder meetings will be held virtually, unless combined with other scheduled in-person efforts. Over the course of a few days near the beginning of the project, FNI will seek to engage in conversations with community leaders and other stakeholders who can provide specific insights into the Comprehensive Plan process, as identified by the City. These stakeholders can be engaged through a variety of methods, details of which will be determined via the Engagement Plan.

5. Public Engagement Effort

Three (3) community events or other public engagements with similar level of effort, as established in the Engagement Plan, will be held during the process to identify issues and opportunities and gather feedback on residents' visions for the City. These will be in person engagements, unless otherwise warranted due to identified project needs. Meeting advertisements and public outreach materials (such as flyers and social media posts) as well as meeting materials (such as boards) will be provided in both English and Spanish. FNI will create the advertisements and outreach materials, for provision to the City to disperse via their networks and channels.

6. City Council Briefings and Adoption Meetings

Provide updates to the City Council at two (2) City Council briefings during the process, these may be joint briefings of the Planning and Zoning Commission and the City Council. FNI will

attend one (1) adoption meeting with the Planning and Zoning Commission and one (1) adoption meeting with the City Council. The City and FNI may mutually agree to reassign these meetings as needed.

7. Project Website, Surveys and Project Brand.

Project website and public surveys will be provided in both English and Spanish.

- a. Establish project branding for use on the website, on engagement materials and final documents.
- b. Establish an interactive project website that supports integrated community engagement tools in a seamless platform supportive of desktop and mobile access.
- c. Develop one (1) non-scientific online community survey and online ideas wall during the visioning phase.
- d. Each public engagement effort noted in item 2.5 will have a virtual version available on the project website to allow for online participation.
- e. The full draft of the plan will be available online for public review and comment.

Summary of Meetings and Trips:

- Based on the Scope of Services, the FNI will facilitate the following meetings:
Up to Eighteen (18) Monthly Status Meetings with the City staff team (virtual)
One (1) Staff Initiation Call (virtual)
One (1) half-day long, in-person Kick-off Meeting and Study Area Tour
Up to five (5) CPAC Meetings
Up to Ten (10) Stakeholder Meetings (virtual)
Three (3) Public Engagements
Two (2) City Council Briefings
Two (2) Adoption Meetings (Planning and Zoning Commission and City Council)
- The consultant team will make up to eight (8) trips to the City
 - a. 1 Kick-off Meeting and Study Area Tour
 - b. 5 workshops that will include multiple in-person meetings (such as CPAC meetings, public engagements, and council briefings)
 - c. 2 Adoption Meetings

Task 3: Draft Introduction and Community Snapshot

FNI may place the following information within the body of the Plan, or place in an appendix and shift the introduction to the Vision chapter to enhance readability.

1. Baseline Analysis
 - a. Study a historic timeline of the City, including major events impacting physical development of the community.
 - b. Analyze historic population and related growth trends and patterns.
 - c. Explain patterns and impacts of demographic information collected. Demographic data will

be based upon the most recent U.S. Census American Community Survey data available at the time Notice to Proceed is given by the City.

2. Context Analysis
 - a. Review past and ongoing planning efforts conducted by the City.
 - b. Evaluate regional initiatives.
 - c. Conduct a physical features assessment, including topography, floodplains, developed/undeveloped land, natural features, sensitive environmental areas, natural assets and hazards, and other physical implications that impact growth and development.
 - d. Identify strengths, weaknesses, opportunities, and constraints related to the physical/environmental conditions, policy/regulatory conditions, and ownership and land assembly conditions at play in the study area.

Task 4: Draft Vision and Guiding Principles

1. Community Vision: Develop a vision statement based on an assessment of City feedback regarding goals and vision, an understanding of existing community constraints, and a summary of public input and feedback.
2. Guiding Principles: Develop guiding principles based on analysis, community input and feedback received at the beginning of the process.
3. Summary of Community Engagement: Summarize feedback from the community in both qualitative and quantitative terms in a way that demonstrates the Plan is driven by the community. This may be separated and placed in an appendix.

Task 5: Draft Land Use and Development

1. Existing Land Use Analysis. Assess the land use characteristics of the City, including:
 - a. Analysis of types of land use (color-coded by category) and quantified by acres.
 - b. Discussion of existing development patterns and land use relationships, both opportunities and constraints.
2. Growth Scenarios
 - a. Forecasting of the City's growth based on recent growth trends and utility master plans.
 - b. Generation and assessment of up to three (3) growth scenarios with community members, the CPAC, and elected officials (format to be determined via the Engagement Plan). Discussion of tradeoffs including economic growth, quality of life, community health, environmental and agricultural conservation, fiscal impact, transportation, long-term sustainability and community resilience.
 - c. Selection of a preferred growth scenario that will best meet the vision and guiding principles created in Task 4.

3. Future Land Use Plan

Develop a future land use plan in accordance with the preferred growth scenario that considers existing land use information, neighborhood compatibility, current zoning regulations, economic development strategies, past development patterns, infill, and redevelopment opportunities. The plan will include the following:

- a. Location of future residential, non-residential, mixed use, open space and institutional land

- uses along with appropriate development types, intensities and compatibility.
- b. Identification of character districts with high-level recommendations related to improving and enhancing the public realm, character, and community identity through urban design.
 - c. Consider approaches to existing underutilized land, such as older strip centers, to encourage incremental redevelopment and activation as well as economic productivity through development and redevelopment strategies.
 - d. Recommendations related to managing growth at the edges of the City and in the ETJ.
 - e. Discussion of the potential impact of a Megasite in the area on growth and development in the City.

Task 6: Housing & Neighborhoods

1. Analysis of supply, condition, and affordability of the City's housing stock as well as a high-level evaluation of neighborhood completeness in terms of where residents have easy, convenient access to many of the places and services they use daily including grocery stores, restaurants, schools and parks, without relying heavily on a car.
2. Explore housing types that address compatibility with character while allowing for incremental change and responsiveness to market interest and need.
3. Identification of future housing and diversification needs, including identification of a variety of existing and recommended neighborhood and housing programs to address any emerging issues and long term community resilience.
4. Health and Wellness: describe current indicators of health, life expectancy, quality of healthcare, and availability of health foods. Identification of community needs to improve the City's overall health profile.

Task 7: Transportation & Mobility

1. Compile pertinent current planning and capital programming efforts to ensure that connectivity with other current and long-range regional system enhancements is considered. Data will be collected from the City, the Texas Department of Transportation (TXDOT), and the Metropolitan Planning Organizations (MPO). Available agency travel forecasts will be used to assess road sizing needs.
2. Analysis of existing multi-modal networks, focusing on connectivity, capacity, safety, and sustainability. Review of existing road standards.
3. Identification of recommended expansions or improvements to create more resilience in the transportation network.
4. Updates to the City's thoroughfare, trails map and general road design standards.

Task 8: Economic Development + Arts and Culture

1. Analysis of the City's employment, industry sectors, and target industries and what local market and economic trends mean for future growth and economic resilience of the City.
2. Identify historic and cultural resources, entertainment options and arts programs and make recommendations related to programs, promotions, and other activities to enhance cultural offerings.

3. Make recommendations for strengthening Downtown as asset for residents, visitors and economic development.

Task 9: Infrastructure + Public Facilities and Services

1. Review the capacity of existing water treatments plant, elevated storage tanks, and pump stations to identify additional room for growth based on number of connections and TCEQ requirements. Wastewater treatment plants permitted capacity will also be evaluated based on average annual daily flows. Water lines, wastewater lines, and lift stations will not be evaluated.
2. High-level look at existing and available electric, internet/fiber, and sanitation services and make recommendations for future necessary studies or policies.
3. Recommendations related to enhancing sustainability and resilience of utility systems and public facilities.
4. Analyze state of City facilities, services, activities, and programs and generate recommendations for city facility needs to accommodate the next 20 years of expected growth.
5. High-level analysis of crime and emergency service response and recommend programs and facilities to improve safety of residents and properties.

Task 10: Implementation

Provide an implementation plan structured into a coordinated action program. The implementation plan will outline priorities in a matrix format, primarily by:

1. Establishing goals for each plan element (Tasks 5-9).
2. Reviewing the various policies and related recommendations from each plan element and consolidating them in one place.
3. Assigning the policies and recommendations applicable implementation techniques (such as regulatory actions, programs, and intergovernmental partnerships) and prioritizing them with appropriate time periods, to create an overall Action Plan.
4. Establishing appropriate metrics from which to gauge the effectiveness of the strategies implemented and progress toward full plan implementation.

Task 11: Preparation of Final Documents

1. Draft Report
 - a. Individual draft elements will be sent throughout the planning process, in alignment with the tasks above. The City will consolidate comments from staff, CPAC and others and provide one set of consolidated comments per plan element to FNI.
 - b. A full draft of the Comprehensive Plan (Draft 1) that will be provided to the City, CPAC and other parties the City wishes to include for internal review and comments. The City will consolidate comments from staff, CPAC and others on Draft 1, and provide one set of consolidated comments within three (3) weeks of submission. The FNI will facilitate a comment review meeting to clarify any comments, if needed.
 - c. A revised full draft of the Comprehensive Plan (Draft 2) will be provided that addresses the comments from Draft 1. This draft will be serve as the draft for public review and comment and Planning and Zoning Consideration.
 - d. Changes will not be made to Draft 2 based on the public feedback gathered in 12.1(c) above, public feedback and comments will be provided in their entirety to City Council along with

the draft plan for consideration and discussion.

2. Final Report and Deliverables

- a. Produce an “as adopted” final report to incorporate any changes requested during the adoption process by City Council.
- b. The plan document will be prepared in Adobe InDesign and mapping will be done via ESRI’s ArcGIS software. Other graphic softwares may be utilized at the consultant’s discretion.
- c. Deliverables will be provided in digital format (PDF), including both text and mapping, such that it will be easily reproducible. Electronic files of the final Comprehensive Plan and all working files will be provided to the City.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Client, which are not included in the above-described basic services, are described as follows:

- A. Evaluation of the City’s current development ordinances to identify alterations necessary to align the regulatory documents to the recommendations of the plan(s) produced under this project.
- B. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.
- C. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the client in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.
- D. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- E. Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- F. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- G. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.
- H. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- I. Providing document revisions in excess of those outlined in Article I.

- J. Tourism study looking at the impact of tourism in the City and how tourism can be expanded in the future.
- K. Live language translation for public meetings and engagements.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within **eighteen (18) months of the notice to proceed**.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and will be based upon rates outlined in Attachment CO.

ARTICLE IV

RESPONSIBILITIES OF OWNER: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.
- B. Contact meeting invitees for stakeholder and public meeting(s). This includes email, mail, newsletter or other forms of public notification and outreach.
- C. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by FNI within a reasonable time so as not to delay the services of FNI. Client comments should be consolidated with clear and concise edits, preferably typed for legibility.
- D. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Bear all costs incident to compliance with the requirements of this Article IV.
- G. It is assumed that the City will provide all necessary base mapping data in ESRI's ArcGIS compatible electronic format in order to generate necessary mapping.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives. No changes in the Design Leadership Team shall be made without consultation and written approval of the Client.

Owner's Project Representative	Name:	David Fowler
	E-mail:	dfowler@lockhart-tx.org
	Phone:	512-398-3461
Owner's Accounting Representative	Name:	Pam Larison
	E-mail:	plarison@lockhart-tx.org
	Phone:	512-398-3461
FNI's Design Leadership Team	Project Manager:	Caitlin Admire
	E-mail:	Caitlin.admire@freese.com
	Phone:	512-416-9571
	Principal-in-Charge:	Eddie Haas
	E-mail:	eh@freese.com
	Phone:	214-217-2321
	Senior Advisor:	Chance Sparks
	E-mail:	Chance.sparks@freese.com
	Phone:	512-617-3156
FNI's Accounting Representative	Name:	Lisa Broussard
	E-mail:	Lisa.broussard@freese.com
	Phone:	817-269-1938

ATTACHMENT TC

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) City refers to the party named as such in the Agreement between the City and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City. To the fullest extent permitted by law, City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** The standard of care for all professional Services performed or furnished by FNI under this Agreement will be the skill and care ordinarily used by members of the subject profession practicing under the same or similar license and circumstances at the same time and in the same locality. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u> \$2,000,000 General Aggregate <u>Automobile Liability (Any Auto)</u> \$1,000,000 Combined Single Limit	<u>Workers' Compensation</u> As required by Statute <u>Professional Liability</u> \$3,000,000 Annual Aggregate
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5. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of the Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or the time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by City. However, when such changes differ from prior comments, directions, instructions, or approvals given by City or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.
6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design,

bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the Project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the City's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to City and in acceptance of the Services as satisfactory by City. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If City fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to City, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by City or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of the Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at the City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the Project. If City designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the Project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the indemnification provisions where the City is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.
15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or

increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the Project.

16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
17. **SUCCESSORS AND ASSIGNMENTS:** City and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither City nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.



STATEMENT OF QUALIFICATIONS CITY OF LOCKHART Comprehensive Planning Services February 10, 2023

February 10, 2023

David Fowler, Planning Director
City of Lockhart
308 W. San Antonio Street
Lockhart, Texas 78644

RE: Comprehensive Planning Services

Dear Members of the Selection Committee:

Freese and Nichols, Inc. (FNI) is excited to submit this statement of qualifications as confirmation of our sincere interest in providing professional planning services for the update of the Lockhart Comprehensive Plan. We applaud the City of Lockhart's (City) decision to update its plan in an effort to leverage growth into supporting quality of life and enhancement of its character and setting the stage for the City to fiscally support the changing expectations and strategic vision of the community. In this proposal, we have detailed many reasons why the FNI team is the ideal choice, including:

Understanding Growth and Community Impact — We recognize that the level of growth Lockhart is experiencing brings unique challenges and anxiety. FNI is the firm of choice for cities in similar situations, including Frisco, Georgetown and Pflugerville when they were recognized as the fastest growing cities in the U.S. and concerned about losing their unique identity. We want to bring those experiences and lessons learned to Lockhart.

Experts in Community Engagement — Our Urban Planning + Design (UP+D) Group has the expertise to engage the community in a robust participatory process with over 50 engagement tools at our disposal, with more being developed, to support *creation of consensus around a vision*. We understand the high community expectations of Lockhart and its past community conversations. We bring a proven record of strong engagement, emphasizing hybrid approaches of in-person and virtual engagement, critical to a busy community like Lockhart with countless priorities competing for each person's time.

Integrated Infrastructure Planning — Lockhart's growth places incredible pressure on the city's public facilities and services. FNI has a long history of integrating infrastructure and public facilities into our comprehensive plans as fundamental to achieving any community vision. We root our infrastructure planning from future land use planning, strategic and economic development strategies and fiscal stewardship. Our transportation planning incorporates complete street approaches that results in safe and balanced mobility networks. We are recognized nationally for our water and wastewater master planning, our stormwater practices, and long-term transportation network resilience and funding.

Tools to Implement the Plan — FNI not only has unparalleled experience in preparing award-winning comprehensive plans, we also implement them as one of the most experienced, award-winning teams in operationalizing plans into development codes. Our depth of experience will enable identification of key *policy and code needs to implement the plan*. We have prepared over 100 codes as a trusted advisor to communities coping with change.



Primary Office Location

1251 Sadler Drive
Building 1, Suite 1150
San Marcos, TX 78666
512-213-3200

Supporting Office Locations

10431 Morado Circle
Building 5, Suite 300
Austin, TX 78759
512-617-3100

2711 North Haskell Avenue
Suite 3300
Dallas, TX 75204
214-217-2200

Authorized Representative

Edmund Haas, AICP
Principal-in-Charge
2711 North Haskell Avenue
Suite 3300
Dallas, TX 75204
214-217-2321
eddie.haas@freese.com

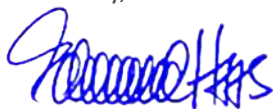
Primary Contact

Caitlin Admire, LEED AP®,
ENV SP
Project Manager
1251 Sadler Drive
Building 1, Suite 1150
San Marcos, TX 78666
512-416-9571
caitlin.admire@freese.com

Local Understanding and Responsiveness — Our project team is led by **Project Manager Caitlin Admire**, who is based in our nearby San Marcos office and has worked with high-growth cities her entire career. She is augmented by **Senior Planner Chance Sparks** from the same office, only minutes from Lockhart's front door. We work exclusively with public clients, ensuring Lockhart never has to question conflicts of interest. This empathy, understanding and convenience bring credibility to establishing community vision, planning and implementation action plans.

We are excited about working with the City of Lockhart on this important project. As a Vice President, Principal of the firm, I am authorized to make representations on behalf of the firm. Please feel free to contact me directly if you have any questions regarding this proposal.

Sincerely,



Edmund Haas, AICP
Vice President, Principal
214-217-2321 | eddie.haas@freese.com



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SECTION A: FIRM AND PROJECT TEAM BACKGROUND

FNI is a privately owned, multidiscipline professional consulting firm, offering municipal experience supported by engineers, urban planners, architects, landscape architects, environmental scientists and construction representatives. We have 31 established offices across the Southeast and Southwest U.S. Our accomplished 1,000+ member staff works seamlessly across all disciplines, giving our clients the benefit of multiservice integration with an approach that is as innovative as it is practical.

FNI specializes in serving local governments with a range of expertise and innovative solutions that solve critical infrastructure issues. FNI does not work for developers, and we regularly turn away work that will conflict with the long-standing and positive relationships with our local government clients. ***Our focus on serving local governments is instilled in our firm's culture. We are dedicated to serving the City.***

In addition to our expertise as planning and engineering consultants, several FNI project team members bring practical municipal experience, having previously worked in other city planning departments. This blend of team member expertise in their areas of specialization results in a solid, well-rounded team that benefits the City of Lockhart.

The FNI UP+D group is one of the largest consulting groups of urban planners in the Southern U.S. and has provided services to more than 250 clients. We have seen some of our long-term clients grow from populations of less than 5,000 to more than 300,000 – all strengthened by our sound planning guidance.

Our team has a client-first focus with the commitment to meeting client needs with responsive, innovative concepts that often exceed expectations. Regionally, our group has developed not only comprehensive and downtown plans, but also plans for transportation, small areas, water supply and distribution, wastewater, parks and open space, stormwater, hazard mitigation and resiliency. We have a history of carrying these plans through to implementation with zoning and subdivision regulation rewrites, impact fee feasibility studies and infrastructure/facilities projects.

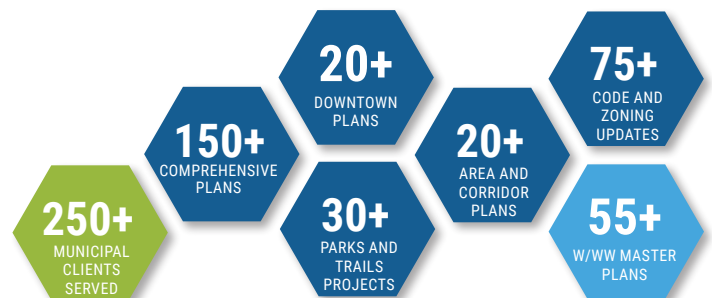
FNI staff members are leaders in their fields, contributing personal experience and knowledge to the planning discipline at national levels. Because of this, we have earned a reputation as one of the leading planning firms in the Southern U.S., offering visionary ideas with practical solutions. We are skilled in conducting visioning exercises for communities to facilitate stakeholder and citizen participation. Our team has proven results in building consensus among stakeholders.

Experienced Staff

We have put forth the advance planning effort to verify that we have the ***right people and subconsultants on our team, in the right place, with the right availability*** to meet the City's goals. FNI's 25-member UP+D group has the breadth of experience to offer Lockhart a wide range of in-house planning services. ***Our award-winning planning team collectively brings more than 300 years of experience in a wide range of discipline backgrounds including: land use planners, meeting facilitators, designers, civil engineers and code specialists.*** FNI also maintains access to more than 1,000 highly-qualified, multidiscipline professionals who can supplement the project team, as needed, to meet project demands.



The project will be led by FNI's nearby office in San Marcos with support from surrounding offices.



AWARD-WINNING PROJECTS

FNI regularly receives awards and recognition from professional groups and publications for our innovative services, including a streak of awards in urban planning + design going back 15 consecutive years and include regional, state and national APA awards. Although we are dedicated to excellence in every project, we are honored to be recognized for some of our higher-profile work. These projects were honored due to their contributions to advancing the science and art of planning. Here are a few recent examples of our award-winning planning projects:



2022 Comprehensive Plan Award, APA Texas | Pflugerville Aspire 2040 Comprehensive Plan

The Aspire 2040 Plan represents a visionary approach through a creative engagement process designed to gather community feedback during the pandemic. The incorporation of guiding principles, the Wellness Wheel, 10-minute neighborhood, and furthering what it means to provide for quality of life and how healthy community elements are interconnected make the Aspire 2040 Plan ground-breaking.



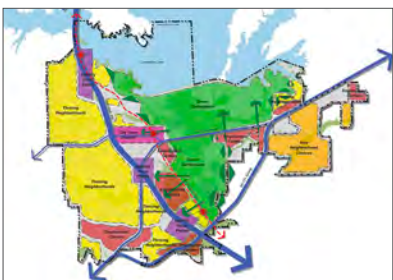
2022 Planning Achievement Award for Public Outreach, Gold | Cleburne Zoning Ordinance

FNI updated the City's zoning ordinance and zoning map to align the City's development regulations with the land-use policies for the Future Land Use Plan in the Comprehensive Plan. FNI prepared a diagnostic report to identify solutions for issues or problems in the City's current zoning ordinance. The diagnostic report provided a foundation and framework for the City's zoning code update. This project included several meetings with City staff and the stakeholder committee to ensure a collaborative process with client.



2021 Gold Award for Best Practice, APA Texas | Brownsville Unified Development Code

The City of Brownsville's new Unified Development Code (UDC) created a set of development standards and procedures to preserve City character and quality while contributing to fiscal health, economic development and well-being. Although Brownsville had historically suffered from a confusing regulatory environment, the code rewrite process, facilitated and produced by FNI, addressed technical issues and reestablished trust in the community. The positive reception of the new standards is apparent as the code was adopted nearly four months before its effective date, and over 75% of applicants during the transition period chose to opt-in early, validating success with the City, community, developers and stakeholders.



2020 National Planning Achievement Award for Implementation, APA National | Implementation of Lewisville 2025

Vision 2025 is a Strategic Plan with an implementation emphasis to guide the development of the City of Lewisville through the next 10 to 20 years. Rather than a traditional comprehensive plan format, Lewisville 2025 ensures that each "Big Move" serves as a strategic guide for all departments to move the city forward. Innovations like a nine-person steering committee, real-time performance metrics, and a restructuring of the city budget ensures accountability for all leaders.

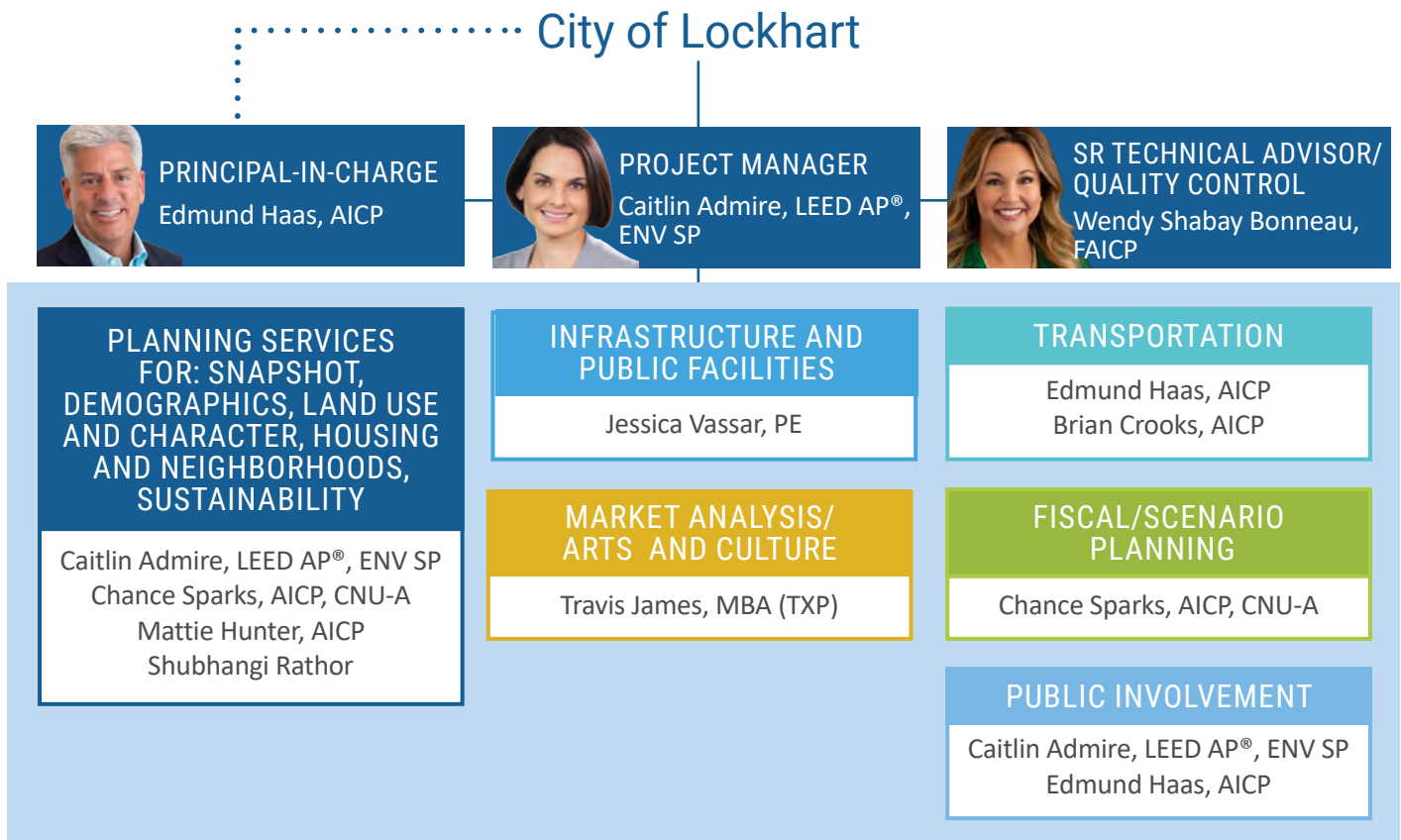


2020 APA-Texas, Comprehensive Planning Award | Plan Lubbock 2040

Plan Lubbock 2040 set the stage for a whole new era. As the first comprehensive plan in over 30 years, it encompassed all aspects of Lubbock's growth and steps beyond the typical planning process. The plan started with the end in mind and identified big ideas for formulation and development. In the true spirit of planning and collaboration, the process embraced current plans associated with infrastructure improvements to develop a fully connected response to growth.

TEAM MEMBERS

Organizational Chart



Implementation and Community Engagement Team



Jessica Vassar Brian Crooks Mattie Hunter Eddie Haas **Caitlin Admire** Chance Sparks Shubhangi Rathor Travis James

Implementation and Community Engagement is a team effort which will be led by Project Manager Caitlin Admire with support from the entire FNI team and subconsultants.

TEAM MEMBER RESUMES



Edmund Haas, AICP | Principal-in-Charge, Transportation, Public Involvement

Eddie Haas is a certified planner who specializes in assisting municipalities develop long-term traffic and land use solutions. Eddie is an FNI Vice President/Principal and Senior Planner specializing in the development of comprehensive urban and transportation plans. His urban planning experience involves the preparation of policy-oriented comprehensive development and growth strategy plans. Eddie leads FNI's Transportation Planning Group that promotes planning for safe and balanced mobility networks. His staff addresses active transportation, regional mobility, travel demand modeling, traffic engineering and operations and signal design. His transportation planning experience includes thoroughfare planning, corridor planning, major investment studies, environmental impact statements, roadway impact fee and proportionality programs, traffic impact and parking assessments and special area planning. Eddie has extensive experience facilitating public and stakeholder meetings, consensus building and client representation through city staff liaison roles. He possesses a strong understanding of municipal visioning, community development and policy through 15-years of service for his hometown Planning and Zoning Commission, where he has served as Chair for the last six years.

Experience

34 years

Education

Master of Urban Planning,
Urban Planning, Texas A&M
University

BS, Construction Science,
Texas A&M University

Registration

American Institute of
Certified Planners, #012890

Office Location

Dallas, Texas

Availability

15%

Additional recent and relevant work with FNI also includes working on Comprehensive Master Plans with the following clients:

- » City of Balch Springs
- » City of Bellmead
- » City of Choctaw
- » City of Ferris
- » City of Irving
- » Town of Lago Vista
- » City of League City
- » City of Longview
- » City of Midlothian
- » City of North Richland Hills
- » City of Odessa
- » City of Plano
- » Town of Prosper
- » City of Portland
- » City of Port Aransas
- » City of Quinlan
- » City of Schertz
- » City of Waxahachie
- » Ellis County, Hunt County, Kaufman County and Parker County

Relevant Project Experience

Transportation Plan | City of North Richland Hills | Project Manager | This Texas Chapter APA Gold Award plan addressed vehicular, transit, active transportation and TOD station area development. Eddie led the steering committee and public hearing components of the plan. The plan contained a Design Book for active transportation improvements and an action plan addressing policy and projects for mobility improvements.

Master Transportation Plan and Comprehensive Plan | City of Grand Prairie | Senior Advisor | FNI updated the City's 2010 Comprehensive Plan. This plan addresses the rapid population growth being experienced in the region and its impacts on land use, economic development, infrastructure and quality of life. FNI was tasked additionally with framing its focus on specific areas, including the ETJ, and highway corridors.

Comprehensive Plan Update | City of Waxahachie | Transportation Planner | Waxahachie engaged FNI to prepare a comprehensive plan that would help preserve its past and provide quality, sustainable future development. The planning process included baseline analysis, public engagement/visioning and identification of comprehensive planning policies and recommendations focused on the needs and desires of the community. Recommendations included the creation of several new types of land uses, such as mixed-use residential, mixed-use nonresidential and TOD, to further the City's ideal of a more integrated land use pattern.

Comprehensive Plan - Central Area | City of Farmers Branch | Transportation Planner | FNI developed a plan focused on neighborhood and corridor revitalization strategies that will serve as the basis for future land use decisions. Key planning issues included land-use integration, transit oriented development, pedestrian connectivity, roadway lane reductions for on-street parking and bike lanes. Roadway and sidewalk design standards were also developed.



Caitlin Admire, LEED AP®, ENV SP | Project Manager, Planning Services, Public Involvement

Caitlin Admire is an FNI Urban Planner in the firm's UP+D Group. She has both public- and private-sector experience in landscape architecture, urban design, strategic land planning, zoning and entitlements, higher education campus planning, sustainable design, community resilience and municipal policy. As both a Designer and Project Manager, her projects span North America and vary in scale, from a few acres to a few thousand. She sees urban design as an important piece of the city fabric that, when done right, creates a complex public realm that provides opportunities for people, culture, ideas, commerce and nature to thrive. Caitlin holds multiple certifications related to sustainable design and infrastructure and her commitment to sustainability was ingrained during her time working for the City of Austin's Office of Sustainability.

Experience

13 years

Education

Master of Landscape
Architecture, Kansas State
University

Registration

LEED Accredited Professional
Neighborhood Development,
#42883

Envision Sustainability
Professional, #0011279717

Professional Affiliations

Urban Land Institute, Austin
District Council, Member

Office Location

San Marcos, Texas

Availability

50%

Project References

Comprehensive Plan and Downtown Plan, City of Hutto

Reference:

Ashley Bailey, AICP
Development Services
Director
401 W. Front Street
Hutto, Texas 78634
512-759-5961
ashley.bailey@huttotx.gov

Comprehensive Plan and Unified Development Code, City of McAllen

Reference:

Edgar Garcia
Director of Planning
1300 W Houston Ave
McAllen, Texas 78501
956-681-1250
edgar.garcia@mcallen.net

Relevant Project Experience

Comprehensive Plan and Downtown Plan | City of Hutto | Assistant Project Manager

FNI prepared a comprehensive plan and downtown master plan for this fast-growing suburb of Austin. A community engagement approach was developed, including an interactive project website with seamless integration of virtual engagement tools such as virtual town halls, online interactive surveys and interactive maps using virtual pins. Transportation and mobility were updated and a neighborhood and housing assessment was performed to evaluate neighborhood completeness and identify appropriate programs to encourage stability and explore housing typologies.

Comprehensive Plan and Unified Development Code | City of McAllen | Assistant Project Manager

FNI is preparing a comprehensive plan and unified development code (UDC) update concurrently based on best practices in Texas, encompassing the city limits and extraterritorial jurisdiction (ETJ).

Comprehensive Plan with Parks | City of Manor | Assistant Project Manager

FNI is preparing Manor's first comprehensive plan. The plan, with 2050 plan horizon, includes development of a community snapshot, vision and goals, land development and growth, economic resilience, transportation and mobility, infrastructure and sustainability, parks, community branding and urban design and implementation.

Great Streets Program* | City of Austin | Program Manager | Caitlin managed the City's Great Streets Program, which strives to promote quality public spaces designed for people and balance the right-of-way to better accommodate multi-modal mobility, infrastructure and amenities in a constrained urban environment. She worked with both internal and external stakeholders on CIP projects, private developments and projects participating in the City's Downtown Density Bonus Program.

Austin Sustainability and Resilience Work* | City of Austin | Program Coordinator

Caitlin spent time as a staff member in the City of Austin's Office of Sustainability working on a variety of municipal policies and programs related to carbon neutrality, green infrastructure, sustainable building and community resilience. She was instrumental in efforts such as the Natural System section of the Austin Climate Equity Plan, City of Austin Green Infrastructure Strengths and Gaps Assessment, updating the City of Austin's Green Building Policy, Community Resilience Hub Planning and more.

**Experience prior to joining FNI*



Wendy Shabay Bonneau, FAICP | Senior Technical Advisor, Quality Control

Wendy Shabay Bonneau is an award-winning Urban Planner and Practice Lead for FNI's Urban Planning + Design team. She offers extensive experience in the fields of planning, architecture and urban design and has experience in municipal and higher education master planning, downtown planning, transit-oriented developments, public participation, conceptual/schematic design, project management, funding and implementation. Her 30 years of experience in leading charrettes gives her an exceptional ability to work with community groups in building consensus. Wendy is an active member of the American Planning Association and serves the APA National Board as Director of Region III.

Experience

30 years

Education

Bachelor of Environmental
Design, Texas A&M
University

Registration

Fellow, American Institute of
Certified Planners, #018886

Professional Affiliations

American Institute of
Certified Planners, Member

American Planning
Association, National Board
Director, Region III

American Institute of
Architects, Member

Texas Society of Architects,
Member

Southeast Fort Worth Inc.,
Board Member

Downtown Fort Worth, Inc.,
Urban Design Committee
Member

Northeast Leadership
Forum, Member

Recent Awards

Comprehensive Planning
Award, City of Lubbock,
2020

Silver Award for Urban
Design, Colleyville Plaza,
2020

Office Location

Dallas, Texas

Availability

25%

Relevant Project Experience

Comprehensive Plan | City of Rowlett | Principal-in-Charge

Comprehensive Plan Update | City of Grand Prairie | Principal-in-Charge

Comprehensive Plan | City of Watauga | Principal-in-Charge

Comprehensive Plan | City of Duncanville | Principal-in-Charge

Comprehensive Plan | City of Balch Springs | Principal-in-Charge

Comprehensive Plan | City of Canyon | Principal-in-Charge

Small Area Plan | City of Wichita Falls | Principal-in-Charge

Comprehensive Plan | City of Georgetown | Principal-in-Charge

Comprehensive Plan | City of Lubbock | Principal-in-Charge

Comprehensive Plan Amendment | City of Missouri City | Principal-in-Charge

Comprehensive Plan | City of Bryan | Principal-in-Charge

Comprehensive Plan | City of Mesquite | Senior Advisor

Comprehensive Plan | City of Plano | Senior Advisor

Comprehensive Plan | City of Burleson | Project Manager

Comprehensive Plan | City of Big Spring | Project Manager

Comprehensive Plan | City of Longview | Project Manager

**Comprehensive Plan for Central Area | City of Farmers Branch | Project
Manager**

Comprehensive Plan | City of Wichita Falls | Project Manager

Comprehensive Plan | City of Granbury | Urban Planner

Comprehensive Plan | City of Stafford | Urban Planner

Comprehensive Plan | City of Seabrook | Urban Planner

Comprehensive Plan | City of Bryan | Urban Planner



Chance Sparks, AICP, CNU-A | Planning Services, Fiscal/ Scenario Planning

Chance Sparks is an award-winning FNI Urban Planner, Project Manager and Group Manager for the firm's UP+D Group. He is experienced in planning and implementation, city management, public involvement, process development and management, and comprehensive and strategic planning. He also leads parks-related planning and tourism, neighborhood planning, downtown and corridor planning, demographic and economic analysis, development regulations, visioning, historic preservation, annexation/growth policy development and analysis. His experience in municipal and state-level planning, public engagement, design and implementation, coupled with experience in city management and operations, gives him exceptional insight into community needs and capacity as someone who has carried plans beyond adoption and into reality.

Experience

20 years

Education

MPA, Urban and
Environmental Planning,
Texas State University

BS, Geography - Urban and
Regional Planning, Texas
State University

Registration

Congress for the
New Urbanism, CNU-
Accreditation

American Institute of
Certified Planners, Certified
Planner, #022822

Professional Affiliations

Congress For The New
Urbanism, Accredited
Member

American Planning
Association, Member

Office Location

San Marcos, Texas

Availability

25%

Relevant Project Experience

Comprehensive Plan | City of Pflugerville | Project Manager | FNI prepared a comprehensive plan for the City's "Aspire 2040" that included public engagement, establishing a vision and guiding principles, land use and character, transportation and mobility, infrastructure, community facilities and services, economic resiliency, healthy communities and neighborhoods and implementation. Public engagement included a variety of techniques to meet people where they are most comfortable and to respond to pandemic-related restrictions on public gatherings.

Comprehensive Plan and Downtown Plan | City of Hutto | Project Manager | FNI prepared a comprehensive plan and downtown master plan for this fast-growing suburb of Austin. A community engagement approach was developed, including an interactive project website with seamless integration of virtual engagement tools such as virtual town halls, online interactive surveys and interactive maps using virtual pins. Transportation and mobility were updated and a neighborhood and housing assessment was performed to evaluate neighborhood completeness and identify appropriate programs to encourage stability and explore housing typologies.

Comprehensive Plan | City of Georgetown | QA/QC | Georgetown's 2030 Comprehensive Plan focused on land use and fiscal impact scenarios, housing, small area planning and corridor planning. The plan's implementation guidance included actions linked to plan policies and goals. FNI provided the City with a tool to proactively monitor key focus indicators to track progress on achieving each of the plan's goals. The extensive community outreach program included community events, meetings with the Steering Committee, City Council and Planning and Zoning Commission, online surveys, numerous stakeholder events with local organizations and a community-wide event that engaged more than 1,400 participants.

Comprehensive Plan | City of Live Oak | Project Manager | FNI prepared a new Comprehensive Plan responding to the significant degree of growth and change experienced in the recent years. Particular areas of focus included the developing medical and corporate core, strengthening retail corridors, housing options, zoning updates, tourism and transportation. Regional context was critical to inform these efforts, particularly the northeast San Antonio Metropolitan Area.

Downtown Master Plan | City of Midlothian | Project Manager | FNI provided data analysis, conceptual illustrative plans and renderings, community engagement and a development program to support the revitalization of Downtown Midlothian, leading to follow-up implementation of key projects.



Mattie Hunter, AICP | Planning Services

Mattie Hunter is an FNI urban planner in the firm's UP+D Group. She has experience with community engagement, land use and transportation planning and demographic analysis. She has been responsible for the development of maps, graphics, layouts and research for reports and public involvement materials. Mattie uses ArcGIS to perform data and spatial analysis of existing conditions and scenario planning software to project potential conditions. Mattie also has experience with bicycle and pedestrian planning.

Experience

5 years

Education

Master of Urban Planning,
Texas A&M University

BA, Anthropology and
Geography, Indiana
University Bloomington

Registration

American Planning
Association, Member

Office Location

San Antonio, Texas

Availability

50%

Relevant Project Experience

Comprehensive Plan and Downtown Plan | City of Hutto | Planner | FNI

prepared a comprehensive plan and downtown master plan for this fast-growing suburb of Austin. A community engagement approach was developed, including an interactive project website with seamless integration of virtual engagement tools such as virtual town halls, online interactive surveys and interactive maps using virtual pins. Transportation and mobility were updated and a neighborhood and housing assessment was performed to evaluate neighborhood completeness and identify appropriate programs to encourage stability and explore housing typologies.

Comprehensive Plan Update | City of La Porte | Planner | FNI

is providing a Comprehensive Plan that will identify concerns of the community based on an assessment of the City's current condition, future growth and developmental issues, proposed policies, initiatives and implementation goals to accomplish the overall vision and direction of the City. An inclusive engagement plan was developed at the beginning of the process that includes pop-ups at existing community events and festivals, focus groups with developers and large land owners, and a community survey that allows citizens to give specific feedback through pin-dropping on an interactive map of the community.

Comprehensive Plan Update | City of Seabrook | Planner | FNI is providing a Comprehensive Plan update that addresses the SH 146 planned expansion, future land use, waterfront development and economic development within the City of Seabrook. The plan documents existing conditions, including a demographic profile, land use patterns and approved development projects, and incorporates achievements and goals established in previous plans and studies. Public involvement was critical to the planning process and included a community workshop, an online survey and focus group meetings. The resulting implementation strategies are unique in that they were developed into worksheets that clearly identify responsible, potential partnerships and funding sources. In 2022, FNI was selected to update the 2016 plan, helping to identify future land uses in districts within the city that are beginning to develop.

Comprehensive Plan and Unified Development Code | City of McAllen | Planner

| FNI is preparing a comprehensive plan and unified development code update concurrently based on best practices in Texas, encompassing the city limits and ETJ.

City-Wide Trails Master Plan* | City of Addison | Planner | This plan identified pedestrian and bicycle facilities within the City of Addison that better connected residents, visitors and employees to local and regional destinations.

**Experience prior to joining FNI*



Shubhangi Rathor | Planning Services

Shubhangi Rathor is an FNI urban planner in the firm's UP+D Group. She has supported the development of comprehensive plans for various municipalities, conducting research, creating graphics and preparing social media outreach efforts. Shubhangi was previously the Assistant Planner for the McLean County Regional Planning Commission where she was involved in the development of Local Roads Safety Plans and grant applications.

Relevant Project Experience

Comprehensive Plan and Unified Development Code | City of McAllen | Planner

| FNI is preparing a comprehensive plan and unified development code update concurrently based on best practices in Texas, encompassing the city limits and ETJ.

Comprehensive Plan Update | City of La Porte | Planner | FNI is providing a Comprehensive Plan that will identify concerns of the community based on an assessment of the City's current condition, future growth and developmental issues, proposed policies, initiatives and implementation goals to accomplish the overall vision and direction of the City. An inclusive engagement plan was developed at the beginning of the process that includes pop-ups at existing community events and festivals, focus groups with developers and large land owners, and a community survey that allows citizens to give specific feedback through pin-dropping on an interactive map of the community.

Unified Development Code | City of Georgetown | Planner | FNI is performing an update and rewrite of Georgetown's UDC which includes providing guidance and recommendations on the most appropriate approach for making improvements and addressing identified deficiencies and challenges, development of a modern and updated UDC and leading outreach and public engagement efforts.

Unified Development Code | City of Shawnee, OK | Planner | FNI is consolidating the City's Zoning Code, Sign Regulations and Subdivision Regulations into a streamlined UDC to provide a single point of reference for all land development regulations.

Code Update | City of Edmond, OK | Planner | FNI is providing a development code evaluation/audit/diagnosis, an updated development code and a revised zoning map, which is being performed in four phases.

Unified Development Ordinance | City of Bonner Springs, KS | Planner | FNI is developing an updated Unified Development Ordinance for the City of Bonner Springs, KS. This effort includes three phases beginning with a Code Diagnostic and Analysis Report, a draft ordinance, and a final ordinance. The initial phase involves a complete review of current land development regulations, the City's comprehensive plan, and other policy documents that guide growth and development.

Warsaw 2042 Comprehensive Plan* | Town of Warsaw | Planner | Shubhangi helped develop the comprehensive plan update for the Town of Warsaw in Richmond County, VA. She drafted the chapters for Vision, transportation, natural and historic resources, conducted community outreach including designing an online survey and facilitating a community workshop, and presented at joint work sessions with Planning Commission and Town Council.

**Experience prior to joining FNI*

Experience

2 years

Education

Master of Urban Planning,
University of Illinois at
Urbana-Champaign

BA, Planning, Maulana
Azad National Institute of
Technology

Professional Affiliations

American Planning
Association, Member

Office Location

Pearland, Texas

Availability

50%



Jessica Vassar, PE | Infrastructure and Public Facilities

Jessica Vassar is an FNI Associate and Project Manager in the Water/Wastewater Master Planning Group. She specializes in hydraulic modeling, master planning and impact fee studies. She has developed models for water and wastewater master planning, impact fee studies and development reviews and is experienced in updating existing models. She supports utility design staff in making fully informed decisions on operating, rehabilitating and expanding their water and wastewater systems. Jessica frequently confirms growth projections for water demands and wastewater flow projections, and she utilizes the hydraulic model to confirm design decisions and operational scenarios. She is proficient in water and wastewater modeling software, such as InfoWater, InfoSewer, WaterGEMS and InfoWorks ICM. Jessica is an active member of the Water Environmental Association of Texas and currently serves as the President of the Central Texas Section.

Experience

17 years

Education

BS, Civil Engineering,
University of Texas at Austin

Registration

Professional Engineer, Texas
#108934

Professional Affiliations

Water Environment
Association of Texas, Member

Water Environment
Federation, Member

Office Location

Austin, Texas

Availability

20%

Relevant Project Experience

Comprehensive Plan, Impact Fees and Reuse | Town of Little Elm | Infrastructure Task Leader

FNI began an update of the plan as a precursor for a water, wastewater and roadway impact fee study. The updated plan, adopted as the Town of Little Elm Comprehensive Plan 2017, focuses heavily on livability, future land use, transportation, growth and public facilities. The plan conducts a thorough assessment of the existing conditions, historical trends and demographic analysis and provides specific action items to be initiated within one, three or five years. Jessica led the water and wastewater impact fee process and developed water and wastewater CIPs. She also calculated the maximum allowable impact fee.

Comprehensive Plan | City of Pflugerville | Infrastructure Task Leader

FNI prepared a comprehensive plan for the City's "Aspire 2040" that included public engagement, establishing a vision and guiding principles, land use and character, transportation and mobility, infrastructure, community facilities and services, economic resiliency, healthy communities and neighborhoods and implementation. Public engagement included a variety of techniques to meet people where they are most comfortable and to respond to pandemic-related restrictions on public gatherings.

Comprehensive Plan, Unified Development Ordinance and Impact Fees | City of Portland | Task Leader | FNI is developing a Comprehensive Plan Update and minor Urban Development Ordinance amendments, which includes impact fee development for roadway, water/wastewater and drainage. Jessica led the development of the water and wastewater impact fees.

Impact Fee Program Update: Roads, Water, Wastewater and Drainage | City of Cibolo | Infrastructure Task Leader | FNI updated the Impact Fee Program, conducting an existing conditions analysis, determining the growth for a 10-year planning period (2021–2031), developing an impact fee capital improvements program and its associated costs, defining a service-unit equivalency table and calculating the maximum fee per service-unit attributable to growth for each of the impact fee components.

AWIA Risk and Resilience Assessment and Emergency Response Plan | City of Cibolo | Project Manager | FNI is providing a Risk and Resilience Assessment (RRA) that is being conducted following the Risk Analysis and Management for Critical Asset Protection (RAMCAP®) standard detailed in the J100 (Risk and Resilience of Drinking Water Systems) guidance developed jointly by the AWWA, ASME and ANSI.



Brian Crooks, AICP | Transportation

Brian Crooks is an FNI Transportation Planner in the firm's Transportation Planning Group. His experience as a modeler and corridor planner with knowledge of overall MPO planning and funding resources, travel demand modeling, GIS for transportation planning applications, demographic analysis and multimodal transportation planning allows him to serve his clients in the public and private sector. Brian is also proficient with ArcGIS, TransCAD and SketchUp. As a former MPO planning specialist, Brian is familiar with state-level funding and will assist in the development of project needs.

Relevant Project Experience

Comprehensive Plan | City of Pflugerville | Transportation Planner | FNI prepared a comprehensive plan for the City's "Aspire 2040" that included public engagement, establishing a vision and guiding principles, land use and character, transportation and mobility, infrastructure, community facilities and services, economic resiliency, healthy communities and neighborhoods and implementation. Public engagement included a variety of techniques to meet people where they are most comfortable and to respond to pandemic-related restrictions on public gatherings.

Comprehensive Plan with Parks | City of Manor | Transportation Planner | FNI is preparing Manor's first comprehensive plan. The plan, with 2050 plan horizon, includes development of a community snapshot, vision and goals, land development and growth, economic resilience, transportation and mobility, infrastructure and sustainability, parks, community branding and urban design and implementation.

Comprehensive Plan and Impact Fee Program Update | City of Port Aransas | Transportation Planner | FNI is providing an update to the Comprehensive Plan (last updated in 2007) and Impact Fee Program (last updated in 2016). Planning components include existing conditions, land use, housing, character, facilities, transportation, infrastructure and implementation. A master drainage plan will also be prepared to identify key capital project needs based on analysis of the existing storm drainage system as well as future land use conditions.

Comprehensive Plan and Parks Master Plan | City of Red Oak | Transportation Planner | FNI is updating the Red Oak Comprehensive Plan and Master Transportation Plan and developing a new Parks, Recreation and Open Space Master Plan. The Comprehensive Plan update will include an emphasis on small area redevelopment and fiscal strategies for infrastructure investment. The Parks Plan will emphasize linear connectivity of neighborhoods and parks and analysis for the potential pursuit of grant funding for CIP projects.

Plano Comprehensive Plan | City of Plano | Transportation Planner | FNI provided a comprehensive plan for a five-year update to Plano Tomorrow, the City's national award-winning comprehensive plan. FNI worked with a hands-on advisory committee to update the fast-growing community's transportation and land use elements.

Experience

19 years

Education

Master of Urban Planning,
McGill University

BA, History, Simon Fraser
University

Registration

American Institute of
Certified Planners, Certified
Planner, #32843

Office Location

Dallas, Texas

Availability

40%

SUBCONSULTANTS



TXP, Inc. (TXP) is an economic analysis and public policy consulting firm with more than 33 years of experience. TXP's consultants have decades of experience working with communities focused on economic diversification and resiliency. Past projects have included small area master plans, citywide economic development studies, corridor redevelopment, expanding tourism and recreational attractions and higher education. The common theme in these studies was the need to link economic opportunity with market demand and the financial resources required for implementation. TXP has also successfully assisted clients with incentive negotiations, including Travis County's recent recruitment of Tesla and Grapevine's recruitment of Kubota Tractor Corp. North America Headquarters. Over the past 30 years, TXP has worked both as the lead consulting firm on projects, as well as in a subaccountant role. For larger comprehensive plans, TXP typically serves in a support capacity focused on economic development and financing. **Travis James, MBA**, has worked with FNI staff over the past 20 years on a variety projects in different capacities, including partnering on projects and working for FNI staff when they were with the public sector.



Travis James, MBA | Market Analysis, Arts and Culture

Travis James brings more than 20 years of experience in economic analysis, strategic planning and policy development. Currently, Travis leads TXP's efforts in economic development, economic impact studies and strategic planning. While at TXP, he has conducted more than 200 economic and tax revenue impact studies for projects located in Texas, California, Florida, Louisiana, Maryland, New York, Pennsylvania and South Carolina. He specializes in sub-regional analysis that requires blending economic analysis, land planning, GIS tools and long-term forecasting. Prior to joining TXP, Travis worked at ExxonMobil in the GIS technology division in Washington, D.C. He also spent five years as a project manager at a national economic development consulting firm where he worked on numerous studies throughout the United States.

Experience

21 years

Education

MBA, St. Edward's University

BA, Economics, University of Texas at Austin

BS, Computer Science, Texas State University

Office Location

Austin, Texas

Availability

40%

Relevant Project Experience

Comprehensive Plan | City of Pflugerville (sub to FNI) | Economist

Economists-on-Retainer | City of Brownsville | Economic Development

Economic Development, Market Demand, and Incentives Analyses Services | City of Grapevine | Economist

Real Estate Demand, Absorption, and Taxable Value Analysis for the Trinity River TIRZ | Tarrant Regional Water District | Economist

Comprehensive Plan and Downtown Plan | City of Hutto (sub to FNI) | Economist

Comprehensive Plan and Unified Development Code | City of McAllen (sub to FNI) | Economist

Comprehensive Plan with Parks | City of Manor (sub to FNI) | Economist

SECTION B: PROJECT EXPERIENCE AND QUALIFICATIONS

The FNI UP+D team works exclusively for cities, counties and other public sector clients. Our teams work on public sector planning projects every day without a conflict of interest from private development work. Our experienced team members will develop a plan for the City that is innovative and unique to Lockhart, implementing best practices from municipalities across Texas and beyond.

Our experienced staff have developed not only comprehensive and downtown plans for public sector clients, but also plans for transportation, small areas, water supply and distribution, wastewater, parks and open space, stormwater, hazard mitigation and resiliency. We have a history of carrying these plans through to implementation with zoning and subdivision regulation rewrites, impact fee feasibility studies and infrastructure/facilities/park design projects.

Proven Track Record: Our award-winning planning team has provided services to more than 250 clients, large and small. We have seen some of our long-term clients grow from populations of less than 5,000 to more than 50 times that size – all strengthened by our sound planning guidance. Our group has developed plans for downtown revitalization, transportation, small areas, water supply and distribution, wastewater, parks and open space, stormwater and resiliency.

Trusted Advisor: The City of Lockhart’s Comprehensive Master Plan Update requires a planning consultant that understands local and regional issues and can engage, generate enthusiasm and guide the community in envisioning Lockhart’s future. This effort must capitalize on opportunities for economic development and best uses of land, while respecting citizens’ vision for their community and preserving Lockhart’s unique character. We are available to walk step-by-step with Lockhart through project implementation and beyond. As a full-service consulting firm, we provide a wide range of services to assist the City throughout the planning, infrastructure, funding, codes, ordinances and approval phases, acting as a trusted advisor to City leadership and serving as an extension of City staff.

2022 Comprehensive Plan Award | APA Arkansas



FNI led the development of a new comprehensive plan for the City of Siloam Springs, Arkansas. ***Our holistic approach to community engagement made the plan a success.*** Highlights included:



- Informational videos featuring Comprehensive Plan Advisory Committee (CPAC) members, so the community hears from their friends and neighbors
- A monthly newsletter with more than 400 unique subscribers to keep everyone up-to-date on the process and upcoming input opportunities
- Participation and promotion at local events and festivals, like the community-wide rock scavenger hunt and the annual Dogwood Festival
- Development of a unique brand and logo, which was eventually adopted as the City’s official flag
- Stakeholder interviews with local business owners, nonprofits and community services, residents, developers and City Staff
- Frequent in-person and virtual CPAC meetings, Open House events and Virtual Open House engagements
- Creation of an ArcGIS StoryMap to summarize the complete plan document and process
- Various newspaper articles and social media features
- Numerous displays and input activities at City Hall and the public library
- “Meetings-to-go” kits to enable neighborhood groups to conduct their own focus group meetings
- Project website with built-in translation capabilities and latest information/draft documents

Following adoption, the public’s role has shifted toward ensuring accountability for the plan’s implementation. FNI is currently working with the City to develop an implementation tracking tool – a public-facing dashboard that displays progress on individual action items and on the overall desired outcomes/performance metrics.

FNI'S SELECT PLANNING EXPERIENCE

CLIENT	AREAS OF FOCUS					
	Comp/Small -Area Plan	Downtown	Parks/Trails	Codes/ Regs.	W/WW	On-call Services
Aledo Eco. Development Corp.	●	●				
City of Alvarado	●		●		●	
City of Balch Springs	●		●	●	●	
City of Big Spring	●	●	●			●
City of Brownwood		●			●	
City of Buda				●	●	●
City of Burleson	●		●	●	●	●
City of Canyon	●	●		●		
City of Cedar Park	●	●			●	●
City of Celina	●		●		●	●
City of Corinth	●			●	●	●
City of DeSoto	●			●	●	●
City of Duncanville	●			●	●	
City of Edmond, OK	●	●	●		●	
City of Fate	●		●			
City of Fredericksburg	●		●	●	●	●
City of Frisco	●	●	●	●	●	●
City of Fulshear					●	●
City of Georgetown	●			●		●
City of Granbury	●	●			●	
City of Greenville	●		●			●
City of Hudson Oaks	●		●			
City of Hutto	●	●			●	●
City of Kilgore	●	●			●	
City of Live Oak	●					
City of Longview	●	●	●	●	●	
City of Lubbock	●		●		●	
City of Manor	●	●	●			
City of McAllen	●	●		●		
City of Midlothian	●	●		●	●	●
City of Odessa	●	●				
City of Pflugerville	●			●	●	●
City of Port Arthur	●	●		●	●	
City of Portland	●			●	●	
City of Red Oak	●	●	●	●	●	●
City of Richland Hills	●	●		●	●	●
City of Rowlett	●				●	●
City of Runaway Bay	●			●		●
City of Seabrook	●				●	
City of Seguin	●	●			●	●
City of Victoria		●		●		
City of Wichita Falls	●	●			●	
Downtown Fort Worth, Inc.	●	●	●			
Town of Prosper	●		●	●	●	
Town of Sunnyvale	●			●	●	

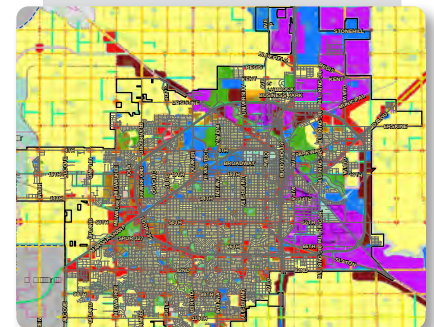
Detailed project descriptions provided for highlighted rows begin on page 20.

PROJECT SUCCESS CITY OF LUBBOCK

FNI developed a new **Comprehensive Plan for the City of Lubbock**. The City had not updated its Comprehensive Plan since 1986, when the population was approximately 175,000. Today, the population is more than 250,000.

The first phase was to develop an interim Future Land Use Plan to help City staff make informed development decisions that were on-trend with the current development market. After the adoption of the interim Future Land Use Plan, development of the remaining plan chapters commenced, which included vision, growth management, infrastructure, parks, housing, community character and implementation.

The planning process was led by a 35-person CPAC. The CPAC developed core ideas to guide the plan recommendations. This process included extensive public engagement consisting of stakeholder meetings, public meetings, CPAC meetings, online surveys, social media and meeting tool kits.



DEMONSTRATION OF QUALIFICATIONS AND RELEVANT EXPERIENCE

Adequate and Experienced Current Staff

We have put forth the advance planning effort to verify that we have the *right people and subconsultants on our team, in the right place, with the right availability* to meet the City's goals. FNI's 25-member UP+D group has the breadth of experience to offer Lockhart a wide range of in-house planning services.

Our award-winning planning team collectively brings more than 300 years of experience in a wide range of discipline backgrounds including: land use planners, meeting facilitators, designers, land use attorneys, civil engineers and code specialists. FNI also maintains access to more than 1,000 highly-qualified, multidiscipline professionals who can supplement the project team, as needed, to meet project demands.

Commitment of Staff

Part of what makes FNI unique is its experience as *"doers"* when it comes to planning. The FNI and TXP team is committed to providing responsive service and understand that time is money. We recognize the importance of meeting or exceeding requirements, while keeping project costs within the City's available resources. FNI has earned a reputation for meeting client budgets without sacrificing service. Our project leaders are skilled at making adjustments to fit projects into their allocated budgets, and will work with City staff to make this happen. We commit to being available and responsive to your needs. *All team members are available to begin work immediately and have adequate time to perform high-quality, responsive work.*

FNI PLANNING BY THE NUMBERS

250+	Municipal planning clients served
57	LEED® and ENV SP professionals firmwide
23	UP+D staff
12	American Institute of Certified Planners
7	Transportation Planners
6	Landscape Architects
4	Serve in APA leadership positions
2	Fellow AICP

CURRENT PROJECTS

The following is a list of projects currently under contract in which members of this project team are active and anticipated to remain active at the anticipated time of a contract with the City of Lockhart.

CURRENT FNI PROJECTS MATRIX			
Project Name Client	Key Team Members*	% Complete	Anticipated Completion Date
Comprehensive and Downtown Plans City of Hutto	Chance, Caitlin, Mattie	90%	February 2023
Comprehensive and Downtown Plans City of Seguin	Chance	90%	March 2023 adoption
Unified Development Code City of Victoria	Chance	60%	Summer 2023 adoption
Comprehensive Plan and Unified Development Code City of McAllen	Chance, Caitlin, Mattie, Shubhangi, Brian	50%	Summer 2023 adoption
Unified Development Code City of Georgetown	Chance	10%	Fall 2024 adoption

**One-page resumes detailing each team member's experience, education, registration and availability can be found in Section A.*

CURRENT FNI PROJECTS MATRIX

Project Name Client	Key Team Members*	% Complete	Anticipated Completion Date
Unified Development Code Amendments City of Pflugerville	Chance	75%	April 2023 adoption
Campus Master Plan Texas A&M University - Kingsville	Caitlin	15%	Fall 2023 adoption
Comprehensive Plan City of La Porte	Shubhangi	75%	April 2023 adoption
Comprehensive Plan City of Midlothian	Chance	20%	Fall 2023 adoption
Comprehensive Plan City of Prosper	Chance	20%	Fall 2023 adoption
Water Availability SH-130 Lower Colorado River Authority	Jessica	75%	Spring 2023 completion
Impact Fee Update City of Little Elm	Jessica	50%	Summer 2023 completion
On-Call W/WW Modeling City of Seguin	Jessica	N/A	Ongoing service with limited hours each month
Water and Sewer Cost Recovery City of Waco	Jessica	50%	Summer 2023
Wastewater Master Plan City of Lago Vista	Jessica	90%	March 2023 adoption
Mobility Plan and Impact Fees City of Brownsville	Eddie, Brian	50%	Summer 2023
Impact Fee Update City of Lockhart	Eddie	75%	Spring 2023
Comprehensive Plan and Impact Fee Update City of Port Aransas	Eddie, Brian	70%	Spring 2023

“*This was an incredibly challenging project, complicated further by COVID-19. The timeline was almost double what was originally planned. The whole FNI team was helpful, adaptable and positive. We appreciate the flexibility and reliability of the group. The FNI team is talented and has substantial subject-matter expertise which aided the project in reaching adoption. The City of Plano very much appreciates your support.***”**

Christina Day, Director of Planning
City of Plano

PROJECT EXPERIENCE

Community Visioning and Comprehensive Plan | City of Georgetown

In Fall 2017, the Georgetown City Council initiated the process of developing a new vision statement. The purpose of the statement was to inform the Council's goals and strategies and the 2030 Comprehensive Plan Update, and ultimately align the community's future direction. Sources of input for the development of the vision statement were online surveys, City Council interviews and a public meeting. Keywords and phrases were gathered, and a list of the top reoccurring words were taken before City Council for review. At the end of the process, the following vision statement was confirmed by the City Council on December 12, 2017:

"Georgetown: A caring community honoring our past and innovating for the future."

✓ Communicating Fiscal Impacts of Land Use Decisions

Beginning in 2018, FNI developed Georgetown's 2030 Comprehensive Plan. FNI worked closely with City staff and a steering committee throughout the 22-month plan-development process. The plan included four major elements that focused on the following key issues:

Land Use – Scenario land use planning utilizing the City's fiscal impact model to prepare for fiscally responsible growth. Scenario development focused on the number and type of dwelling units, amount of commercial square footage and opportunity to support target industry employment centers.

Housing – Affordability, diversity and preservation of housing stock, with special consideration for senior, low-income and workforce populations. Development of the housing element was supported by a subconsultant, CDS Community Development Strategies.

Subarea Planning – Furthered implementation of the City's Williams Drive Study, including recommendations that focus on land use, connectivity and streetscape design.

Gateways and Image Corridors – A review of the existing corridor classifications and designations along 14 corridor segments, resulting in the development of two new corridor classifications and redesignation of multiple corridors to better reflect the vision for Georgetown's image.

✓ Implementation Success

The extensive community outreach program included three community events, 18 Steering Committee meetings, 18 meetings with the City Council, 10 meetings with the Planning and Zoning Commission, three online surveys and numerous stakeholder events with local organizations. The City organized an On the Table event, which enabled more than 1,400 participants to conduct and participate in discussions at their home or office with friends, family, neighbors or other groups of 8 to 12 people, and report the information back to the City via photo, email or drop-off. The citywide engagement day coincided with National Night Out, while community members were encouraged to participate in the exercise on that day, the toolkits were also available throughout the month. The plan's implementation guidance included actions linked to plan policies and goals.

✓ Innovative Public Outreach

FNI provided the City with a tool to proactively monitor key focus indicators to track progress on achieving each of the plan's goals or if further adjustments are needed. The resulting plan is framed around thought-provoking graphics that visually convey the key messages and recommendations of the plan in a way the average citizen is excited to pick up and read.



Reference

Sofia Nelson
Planning Director
113 East 8th Street
Georgetown, Texas 78627
512-931-7611
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Comprehensive and Downtown Plan | City of Hutto

FNI prepared a comprehensive plan and downtown master plan for this fast-growing suburb of Austin. A community engagement approach was developed, including an interactive project website with seamless integration of virtual engagement tools such as virtual town halls, online interactive surveys and interactive maps using virtual pins. Transportation and mobility were updated and a neighborhood and housing assessment was performed to evaluate neighborhood completeness and identify appropriate programs to encourage stability and explore housing typologies.

✓ Communicating Fiscal Impacts of Land Use Decisions

The land use component featured a scenario-based approach to expose metrics, consequences and trade-offs based on differing approaches to the City's future and connects with economic understanding to bridge gaps between the vision and market. Transportation and mobility were updated to achieve greater balance and complete streets approaches, including the development of new roadway sections. Utility systems, stormwater management, and facilities and parks focused on the relationship between quality of life and best practices for fiscal performance. Economic resilience emphasized not just economic development, but how to position Hutto sustainably within local, regional and state markets. A neighborhood and housing assessment was performed to evaluate neighborhood completeness, identify appropriate programs to encourage stability, and explore housing typologies to address compatibility with character while allowing for incremental change. Urban design and historic preservation were discussed in light of growth pressures.

✓ Implementation Success

Implementation featured a metrics-driven approach to assessing the plans' successes, including a diagnostic report of code changes needed to best align with plan outcomes.

✓ Innovative Public Outreach

A robust community engagement approach was developed, including an interactive project website with seamless integration of virtual engagement tools such as virtual town halls, online interactive surveys and interactive maps using virtual pins. This was supplemented with an advisory committee, stakeholder meetings, multi-day design workshops and community events designed to reach every corner of the community. Post-pandemic understanding, combined with equity, pervaded the entire planning effort.

✓ Lessons Learned

- » Changes in municipal leadership and willingness to shift schedule for client comfort required more frequent communication with the City contact and targeted engagement with new leadership to confirm understanding.
- » Overcame apathy in engagement by working heavily with an advisory committee and City Council used in an "ambassador" role for the process and aggressively targeting other popular events to piggyback engagement.
- » A high growth rate in the community and the challenge of getting ahead of the curve often meant adjustments to scenario models, which were resolved through frequent communication and monitoring of development activity, standard check dates and a final check just before adoption.
- » Got to a sustainable development pattern by using a combination of triple-bottom-line analysis and fiscal modeling, and verifying future land use categories and direction on infrastructure investment led to better capabilities to fund quality of life improvements.



Reference

Ashley Bailey, AICP
Development Services Director
401 W. Front Street
Hutto, Texas 78634
512-759-5961
ashley.bailey@huttotx.gov

Comprehensive Plan | City of Live Oak

FNI prepared a new Comprehensive Plan responding to the significant degree of growth and change experienced in the recent years. Particular areas of focus included developing medical and corporate core, strengthening retail corridors, housing options, zoning updates, tourism and transportation. Regional context was critical to inform these efforts, particularly the northeast San Antonio Metropolitan Area.

✓ Communicating Fiscal Impacts of Land Use Decisions

City leadership and the public recognized early that Live Oak was reaching build-out. This led to the question of how Live Oak reinvents itself for the future, especially to achieve financial capacity that preserves and enhances the quality of life. FNI developed information regarding “trade-offs” that came with maintaining the status quo compared to not acting to address key developments showing signs of distress and obsolescence based on financial performance data of appropriately scaled redevelopments in the region. This charted a course for mixed-use approaches to key nodes in the city, coupled with a green network to allow access as Trail-Oriented Design (TrOD).

✓ Implementation Success

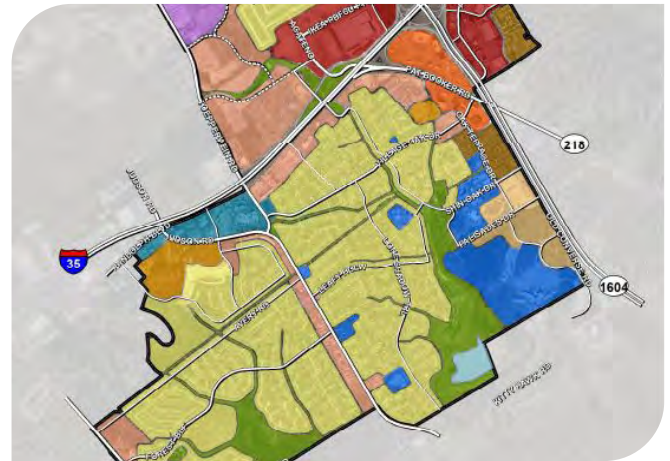
The plan is divided into chapters on vision and guiding principles, land use and development, transportation and access, resiliency and livability and implementation. The actions found in the implementation chapter are structured around the City’s capacity to implement and build short- and long-term momentum. The key to this is moving beyond action metrics to outcome metrics. Outcome metrics allow Live Oak to not just measure progress on plan implementation but also determine if the actions they are taking are working or if further adjustments are needed. The resulting plan is framed around thought-provoking graphics that visually convey the key messages and recommendations of the plan in a way the average citizen is excited to pick up and read.

✓ Innovative Public Outreach

Recognizing that public involvement is key to building consensus, FNI employed innovative strategies to engage the community and identify issues. FNI carefully reviewed demographics, employment patterns and community activity to identify the best ways to “meet the citizens where they are rather than at our convenience.” With an aim to achieve diverse feedback representative of Live Oak, FNI leveraged technological outreach tools, including the online engagement software MetroQuest, to engage the public at their convenience and collect input from citizens who shy away from public meetings due to time constraints or feel uncomfortable expressing opinions in public environments. Extensive stakeholder meetings took place with a particular focus on how to best leverage one another through partnerships in support of a unified community vision. Unlike plans based purely on goals and objectives, this plan used an innovative approach to use guiding principles designed to provide a framework for the plan itself, as well as a decision matrix to support creative ideas in the future that might not have been contemplated in the plan.

✓ Lessons Learned

- » The importance of demonstrating how changes are not just to benefit new residents, but also benefit current residents.
- » Creating programs and pathways for local entrepreneurship based on Live Oak’s recognized success in recruiting major retailers and employers, seeking greater connection between the residents, business community and a more unique identity for the City.
- » The role that strong relationships between the City, school district and community college can play in leading to creative solutions and surprising partners.
- » That a radically different approach to engagement compared to past comprehensive plans can be empowering, not just to the residents, but to the City Council as they have new of confidence in the vision for the community.



Reference

Donna Lowder
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Zoning Commission
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Live Oak, Texas 78233
210-653-9140
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Comprehensive Master Plan Update and Downtown Master Plan | City of Midlothian

FNI updated the future land use component of the *Envision Midlothian* Comprehensive Plan. This update addressed residential diversity, development form, compatibility and zoning recommendations. The adopted Comprehensive Plan Update identified development opportunities within the downtown area as a key strategic priority, leading to FNI's selection to develop a Downtown Master Plan. The project began with an interactive engagement booth at the Art and Wine Festival, allowing quantifiable feedback on community ideas about downtown, as well as comfortable conversations in small groups and one-on-one.

✓ Communicating Fiscal Impacts of Land Use Decisions

FNI conducted an in-depth analysis of existing physical and market conditions, including robust demographic and GIS analysis, to identify key catalyst sites and concepts. From this, FNI built a land use, character plan and an illustrative vision plan for the downtown. Through an iterative process with the CPAC, a variety of innovative recommendations were created, specifically tailored to the unique needs and capabilities of Midlothian, involving municipal capital investment, changes to regulatory approaches in downtown to spur market engagement and fiscal sustainability, operations and promotions techniques to manage downtown and tell its story, smart partnership opportunities and reliable financing mechanisms. The resulting Downtown Master Plan document is a graphically robust, clear, engaging and inspiring document designed with implementation and momentum-building in mind.

✓ Implementation Success

The plan's report was concise, with to-the-point text and graphics built around identifying action items or projects the City, private development and other key implementation stakeholders could implement. The Comprehensive Plan was adopted in 2017, and the Downtown Plan was adopted in 2020. The Downtown Plan, due to its viral-like success in public engagement, has experienced monumental success in implementing the recommendations that were the most expensive and controversial: creation of a new town square with a city hall and library in the center, and acquisition of the three largest eyesore properties to flip into a master developer procurement in order to facilitate their redevelopment.

✓ Innovative Public Outreach

This project was enhanced by a robust online engagement effort built around the MetroQuest platform, garnering more than 1,100 responses and more than 32,000 data points, allowing for complete georeferencing of all feedback, interactive map exercises and collection of hundreds of open-ended ideas and hopes for downtown. This was then augmented through a full day of stakeholder meetings with key interested parties to understand their issues, barriers and opportunities. The process and feedback formed the basis for a full-day design charrette that was open to the public, using a local downtown business and coffee shop as the host to facilitate a comfortable "storefront" environment that would attract the public.

FNI facilitated the Downtown Master Plan Advisory Committee's completion of a SWOT-like analysis of downtown and a core area of focus, leading to goal identification and a cohesive vision.



Reference

Clyde Melick
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Midlothian, Texas 76065
972-775-3481
clyde.melick@midlothian.tx.us

Comprehensive Plan | City of Pflugerville

FNI prepared *Aspire 2040*, encompassing a snapshot, vision and guiding principles, land use and character, transportation and mobility, infrastructure, community facilities and services, economic resiliency, healthy communities and neighborhoods and implementation.

The plan established key planning horizons for consistency with community facilities and public services, including population and geographic factors. FNI's recommendations considered Pflugerville's position within Central Texas' competitive economic development environment, seeking to identify those attributes that can distinguish Pflugerville and bring about the desired quality of life.

✓ Communicating Fiscal Impacts of Land Use Decisions

As a high-growth city with a complex, changing economy, it was critical to link economics, market capacity and the community vision. With so much in flux, a scenario planning model was selected as the planning effort framework. FNI used GIS-based algorithms and analytics distilled into easy-to-understand visuals and developed multiple scenarios. This illustrated trade-offs related to various future development patterns, bringing in current market demand, long-term desired state or aspiration goals of the community and any financial resources required. The scenario approach fostered a better understanding of how short-term development decisions regarding preference and location impact Pflugerville's fiscal situation 10 years later.

✓ Implementation Success

This plan set a vision for Pflugerville to strive to achieve. FNI developed a plan set in market realities that was implementable. *Aspire 2040* shows the value of effective community planning to the state of Texas and its people. The future of Pflugerville depends on the direction this document provides and will affect the quality of life and business opportunities in the community. FNI's work demonstrates the high-quality planning that the UP+D is capable of and that the APA-Texas Chapter wishes to recognize.

✓ Innovative Public Outreach

The plan effort took place entirely within the COVID-19 pandemic environment, requiring all community engagement to occur in virtual or socially distant settings. FNI leveraged several tools to achieve meaningful community consultation. Highly interactive, visually-based survey tools provided direct feedback with high rates of participation, including normalizing open comment features that allowed participants to provide feedback in their own words. Interactive virtual open houses used Zoom combined with Facebook Live, coupled with follow-up polling that allowed the open house to run for over a week rather than just one point in time. A variety of social media platforms were used to create community conversations, and a number of other socially-distanced events were coordinated using library programs and home-based events like "chalk your driveway" to allow the community to illustrate their vision for Pflugerville in 2040.

✓ Lessons Learned

- » Entirely COVID-based public engagement resulted in reaching more people and greater diversity.
- » Confirming effective guidance to inform code revisions so staff could draft on their own, through careful coordination between City staff leaders and the project team aligning with their staff development goals.
- » Enabled mixed-use by-right in conventional zoning regulations, since the City leadership was not comfortable fully-transitioning to a form-based code, but wanted similar outcomes. This relied on our exceptional experience with all code types.



Reference

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PROJECT PLANNING AWARD
UNIFIED DEVELOPMENT CODE, 2018

Unified Development Code | City of Buda

The City of Buda's UDC provided a particularly unique example of the FNI team's ability to execute innovative planning practices in a manner highly customized to the unique needs, philosophies and capacities of the City. The Buda UDC is a hybrid code using form-based codes in both an infill and greenfield setting, within downtown and outside of downtown.

Diversification of housing was a critical issue for Buda, as 98% of the housing units were in single-family detached housing or large-scale apartment complexes. Buda sought to achieve increased density in a more thoughtful manner consistent with community goals. While the form-based code was a significant factor, the FNI team also modified the conventional residential zoning districts to allow most to accommodate the "next increment of density" by-right. The smallest lot single-family district was modified to allow duplexes and townhomes, and a new district was created that allowed duplexes and townhomes through fourplexes.

Accessory dwelling units were established as by-right use with some limited conditions. The zoning standards contained both lot size restrictions and density, with the only way to maximize density being to mix in units other than single-family detached housing. In the year following code adoption, approximately one-quarter of new units being entitled were comprised of "missing middle" housing types. Buda also sought to promote forms of development that were new and innovative but did not want to prescribe complete standards in order to allow additional flexibility and creativity. The FNI team crafted a unique set of provisions for "Innovative Residential Development" that provided some critical requirements as well as some flexible guidelines, allowing it by-right with Planning and Zoning Commission confirmation. This was done to allow greater comfort for the elected and appointed officials as well as to allow easy amendments to become entirely administrative in the future. The Buda UDC was written in a "plan in plain English" mindset, resulting in an easy to read, understand and interpret code. The code incorporates heavy use of illustrations and graphics. The processes and standards were carefully structured for administration by a small staff with limited resources. The online version of the code contains internal links to other relevant sections within the UDC, as well as links to defined terms for easy clarification. A hard copy version was designed to allow creation of quick-reference pages for handouts. Nearly all design-related regulations include graphical representations for easy interpretation and clarity.

Reference

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Comprehensive Plan | City of Lago Vista

FNI prepared a long-range, issue-based planning document to address the City's growth and environmental constraints. The plan priorities and solutions were largely based on community feedback, with public meetings reaching more than 500 people and two online surveys. Development of the plan was guided by a steering committee made up of residents and local developers.

As part of the community engagement process, the FNI team prepared a graphic to highlight the top 10 issues expressed during the extensive public outreach and the corresponding plan recommendations related to each issue. The result enabled participants to better understand how their input was addressed. FNI continues to use similar summary graphics as a best management practice to confirm that contributors' input is addressed and to help readers understand the connection between their valuable input and plan recommendations.

The City's vision included expanding as a resort community, attracting retail development and ensuring safe mobility options. Some of the unique issues in Lago Vista include extreme topography, two struggling golf courses and a park system operated and accessible only through HOAs.

The plan was adopted in May 2016 – three months ahead of schedule and within the planned budget. The plan includes a detailed implementation plan, which functions as a checklist for City staff and officials. Lago Vista's plan recommendations were prioritized by those to be initiated within Year 1 following adoption, Year 2 and beyond. Within the first quarter following plan adoption, the City had initiated or completed 23 percent of the plan's recommended action items.

Reference

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Downtown Master Plan | City of Victoria

FNI prepared a Downtown Master Plan for the City of Victoria to support community revitalization and encourage the preservation of the area. The City was motivated by goals of improving fiscal resilience, particularly concerning the long-term impacts of Hurricane Harvey, while also preserving the City's unique free-market approaches without zoning. Based on the City's Comprehensive Plan, the planning effort featured a blend of in-person, socially distant and virtual engagement efforts in response to the COVID-19 public health emergency. Multiple surveys, coupled with community events and activation of public spaces, sought to drive participation and excitement, inspiring the community and entrepreneurs alike.

FNI prepared an analysis of the study area to evaluate the physical, policy/regulatory and land assembly/ownership frameworks. The results were then infused with an economic development assessment and market analysis, resulting in catalyst location identification. The Downtown Master Plan addresses redevelopment opportunities and challenges, housing and urban design, open space and public art, leveraging Victoria's character and culture. An illustrative master plan and series of renderings and other illustrations brought the vision to life in a way that generated increased support.

FNI capped the effort with a robust implementation strategy to address a variety of policies and actions, prioritize and group strategies into momentum-building decision packages, identify action and outcome metrics, form a CIP and financing strategy and audit development ordinances to operationalize the plan. Following adoption, the City engaged FNI to design the expansion and reimagining of DeLeon Plaza, which was one of the most significant catalyst projects identified. In addition, the City asked FNI to create a new Unified Development Ordinance to implement several policy recommendations in the plan.

Reference

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Comprehensive and Downtown Plan | City of Seguin

FNI is preparing a comprehensive plan and downtown plan as concurrent, coordinated efforts. In recent years, the City has expanded beyond the previously defined boundaries of its existing comprehensive plan, adopted in 2010. The City also has experienced explosive growth in residential development, especially in the last three years. To account for this growth and direct future growth to meet the City's vision, an update is needed to identify community goals and provide guidance on planning-related decisions to help shape the City's future. Consideration will also be given to the history and natural environment of Seguin.

Both the comprehensive master plan and downtown plan will feature a combination of virtual and in-person engagement, including a combination of advisory committee meetings, stakeholder meetings, community events, open houses, virtual open houses, online surveys and interactive map feedback systems. The project includes an interactive project website seamlessly integrating all virtual tools and providing enhanced transparency.



Reference

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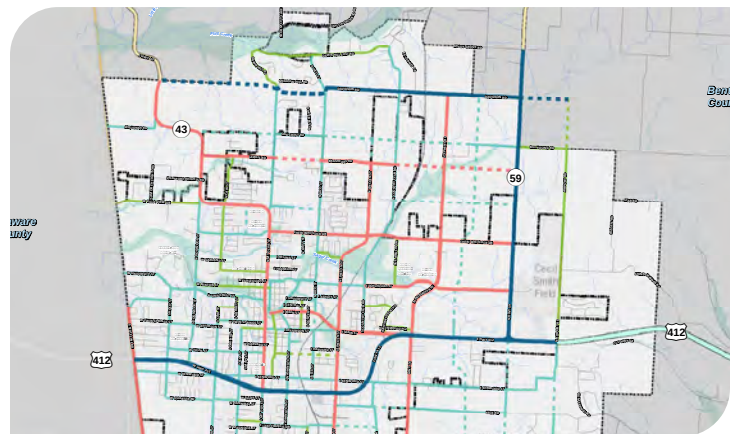
Comprehensive Plan | City of Siloam Springs, Arkansas

The City of Siloam Springs, Arkansas engaged FNI to develop a Comprehensive Plan that guides the City's rapid growth for the coming decades. The Plan provides an overview of the City at the present time and proposed goals, objectives and policies to assist the City in planning for the future.

An economic development component included a fiscal analysis to ensure the plan's vision and proposed future land use recommendations can be achieved. Other plan elements focus on land use, mobility, housing, community character, livability and public facilities and services. An implementation strategy included an action matrix and performance measurements to allow the City to easily monitor the plan's progress.

The planning process included extensive public participation efforts and was guided by a steering committee of community stakeholders. Both traditional and virtual engagement opportunities were used to ensure participation and to mitigate the impact of restrictions on public events and gatherings due to the COVID-19 pandemic.

The plan was unanimously adopted in July 2022. FNI is now working with the City to build an implementation tracking dashboard, which will be used to measure progress on the plan's action items and the overall guiding principles.



Reference

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EXPERIENCE WORKING WITH COMMUNITIES CLASSIFIED AS “FASTEST GROWING”

FNI's UP+D Group is the firm cities turn to when preparing for and experiencing rapid growth, and the unique challenges and opportunities that accompany. In fact, FNI has been featured at the last two Texas Municipal League conferences, presenting the key steps and tools for communities as they prepare for growth. Cities often turn to us because of our depth of experience and focus on implementation, coupled with deep experience in infrastructure and facilities master planning.

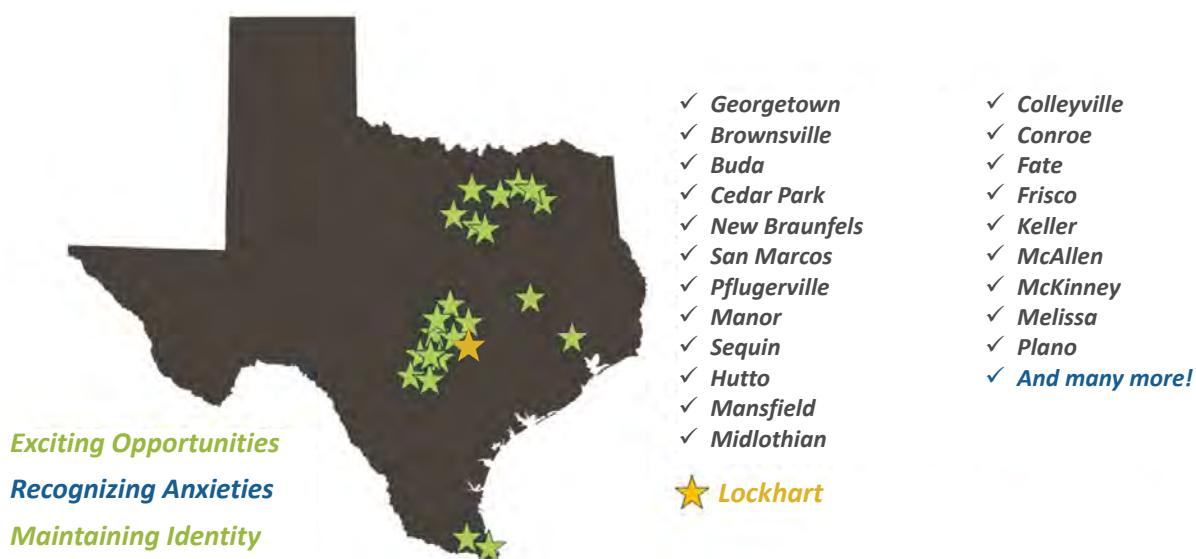
✓ Case Study: Frisco

We have been fortunate to serve as a trusted advisor to the City of Frisco through critical moments of their growth over the last four decades, from the time they had a population of 6,138 in 1991 to today as they surpass 210,719. Our work has helped them manage the transition from rural exurb to bedroom community to one of the leading economies of North Texas. We have seen them through multiple comprehensive plan updates, created new development ordinances and steered all manner of public facilities master planning to ensure they stayed ahead of their growth challenges through thoughtful, expert advice. It was the fastest-growing large city in Texas and the U.S. in 2020, though it was ultimately surpassed by another city also served by FNI. They recently engaged us to update their comprehensive plan in 2023.

✓ Case Study: Georgetown

The City of Georgetown engaged FNI as they began to see indicators that their already growing community was escalating. In 2019 we completed their Comprehensive Plan, which focused on managing the growth in a sustainable manner while also specifically addressing growing issues of equity and affordability. They particularly valued our experience in public engagement in fast-paced environments, which can be challenging as many residents had only moved in the last couple of years and had not yet established an identity/connections to Georgetown. We introduced a data-driven, scenario-based approach especially focused on fiscal performance, as Georgetown wanted to identify paths to assure development would improve the quality of life for existing residents without burdening limited resources. Georgetown subsequently engaged FNI to serve as Acting Planning Director while the director was out on parental leave, recognizing our skill and comfort in managing large caseloads and coordinating with areas like utilities. They recently engaged us to rewrite their UDC over the next 18 months.

FNI Knows Fast-Growing Cities



EXPERIENCE WORKING WITH PUBLIC FACILITIES

As described in relation to experience with high-growth cities, one of the most significant issues those cities face is assuring adequate public facilities. This can be especially challenging when those cities are experiencing leapfrog-style development, in which properties seek to develop when they are not immediately adjacent to infrastructure. This can result in various challenges, from how to fund significant extensions (even at developer expense) to pressure to pursue interim solutions rather than long-term permanent ones. Likewise, issues of water supply and wastewater processing/transmission capacity can occur if the City is not constantly modeling potential developments, updating master plans and monitoring real capacity.

The same holds true for stormwater management, as outfalls must be carefully coordinated with infrastructure in place and design manuals current to appropriate storm events and assumptions to avoid adverse impacts both upstream and downstream. Likewise, transportation can present challenges, as previously rural lanes shift suddenly in traffic character to heavy suburban traffic volumes. Cities must make every effort to stay ahead of these issues through tools like impact fees, traffic impact analyses and rough proportionality policies to assure fair treatment of existing taxpayers as well as developers.

FNI is the recognized expert in Texas and nationally for its talent in water, wastewater and stormwater master planning to assure facilities adequacy. In fact, no firm has prepared more water and wastewater master plans in Texas than FNI. We have included [Jessica Vassar](#), a leader in facilities adequacy within Central Texas. In addition, we have included [Eddie Haas](#) and [Brian Crooks](#), who are experts in transportation planning and roadway exactions to assure rough proportionality and adequacy. These combine with FNI's deeply experienced urban planning team that knows how to integrate these concepts into development regulations—no firm has prepared more development ordinances, like zoning and subdivision ordinances, in Texas than FNI.

Our work in assuring public facilities adequacy has been recognized within the immediate Central Texas region in high-growth cities, including:

- Pflugerville
- Hutto
- Seguin
- New Braunfels (New Braunfels Utilities)
- San Marcos
- Buda



EXPERIENCE ENGAGING COMMUNITIES

FNI's experience in public engagement runs the gamut of techniques. The UP+D group is skilled in managing town hall environments; facilitating candid conversations in small focus groups; bringing a personal touch with one-on-one interviews; reaching the public at their leisure through online engagement technology including online surveys and quick-interactions using mobile device outreach; organizing charrettes structured as small festival-like events; conducting intercept surveys in parks and during events; testing ideas through tactical urbanism so that the community can experience and respond to temporary changes; constructing pop-up events; and even creative interactive public art approaches. Within these environments, FNI can implement a variety of exercises designed to promote interaction and meaningful feedback from the community. For a comprehensive plan, FNI recommends creating a project website using Social Pinpoint, which also has built-in polling and interactive mapping capabilities.

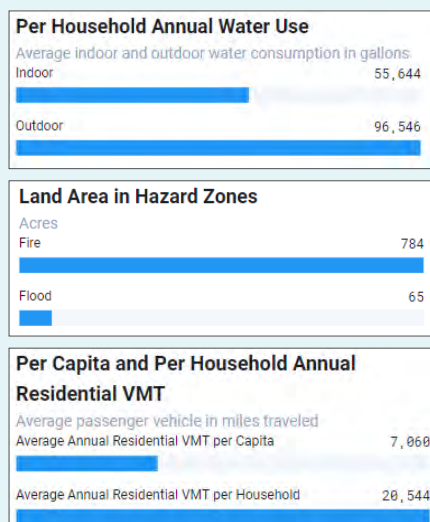
More important than what our team prefers or enjoys doing for engagement is what fits the City's needs. A robust engagement process is essential to identifying the desired future for the community. Our websites and interactive engagement tools are designed to reach thousands of people from the widest demographics possible in a fun and interactive way, collecting actionable and quantifiable data to enhance the project reporting and analysis and build community support. We especially enjoy using interactive maps so people can more easily provide feedback based on their specific, real-world experiences, almost like giving Yelp reviews! We also deploy other tools, like our Ideas Wall, in which the public can present ideas and give them up/down votes.

One of the best ways to engage the younger demographics and people with limited time for public meetings is to utilize social media, such as **Facebook, Twitter, Snapchat, Nextdoor and/or Instagram**. FNI can help its clients capitalize on this market by either running these platforms or giving advice on how to best reach out and stay active through these modes. This is also why we emphasize use of concurrent in-person and virtual public engagement--people have many priorities competing for their time, and we want to ensure we have provided an effective pathway devoid of barriers for them to help define their community's path forward.

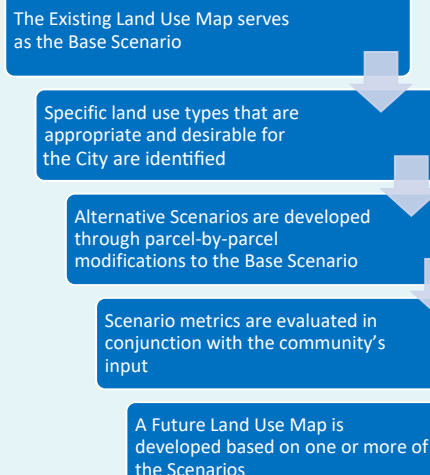
FNI is the Leader in Texas for Model-Based Scenario Planning

We recommend scenario modeling during land use planning to assist the City in identifying its preferred path forward out of many possible futures. Stakeholders and the public can be taken through various choices for growth and development in a way that allows them to understand the long-term consequences of varying investments, land use patterns, economic development strategies, social patterns and other decisions. This will allow leaders, as well as the public, to understand trade-offs involved in different approaches to Lockhart's future, establishing community ownership of the desired future. Some of our more common analysis modules include land consumption, energy use, water use, walk accessibility, transit accessibility, transportation, emissions, household costs, risk and resilience and fiscal performance.

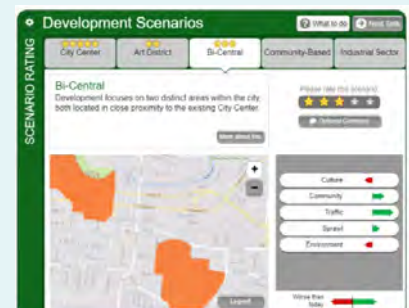
Sample of Scenario Metrics



Future Land Use Map Development Process



Online Survey for Scenario Input



EXPERIENCE WRITING AND EVALUATING MUNICIPAL LAND USE AND ZONING CODES

FNI has been producing development codes for municipalities for decades, each tailored to the unique community, environment, goals and capacity of their respective communities. **Our team of problem solvers understand how to write codes that implement comprehensive plans to create interesting and vibrant places.** We have the capabilities to overhaul outdated regulations in place and develop new standards that will carry Lockhart into the next decade and provide a framework to be a city of choice in Texas and in the region. No firm has more experience writing development regulations, such as UDCs, zoning and subdivision ordinances, in the State of Texas than Freese and Nichols, with over 100 adopted. Recent examples writing and evaluating zoning codes include:

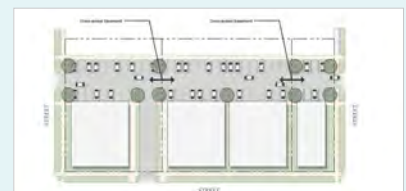
- City of Edmond, OK Code Update
- City of Las Cruces Development Code
- City of Brownsville Master PSA Unified Development Code
- City of Pflugerville Unified Development Code *Aspire 2040* Corridor Code Update
- City of Bee Cave Unified Development Code
- City of Georgetown Unified Development Code

User-Friendly Documents

In addition to visual preference tools, we recommend the use of **visuals and graphics whenever possible in development codes to convey regulatory requirements.** This also helps in a multicultural development environment in which language barriers may be exacerbated by overly technical language. Visual communications can help to overcome this, and create circumstances for easier translation. We use a variety of tools to accomplish this, including CAD drawings, GIS, Adobe Illustrator (including GIS export to Illustrator), Adobe Photoshop, Adobe InDesign, graphic tools within Microsoft Word, a variety of Infographic design tools and even hand-drawn sketches.

FNI's focus is on being innovative by creating user-friendly documents that citizens, staff and elected officials find easy to use. It is important to design an ordinance as **“user-centric code,” rather than a “technical-centric code.”** Our desire for a positive user experience leads to a graphic design approach to codes. For example, we often design the code layout to create natural “cut sheets” a code user can take that show all of the regulations and processes applicable to a particular zoning district, development type, etc. While our codes address all of the standard technical issues of development regulations, they are different from other codes due to the transparent design that allows users easy access to standards and procedures. Notable features include:

- Topic-based sections allowing users to quickly find pertinent information
- Automatic cross-references with hyperlinks promoting easy access and accurate references
- Visuals, such as illustrations, tables, flow charts and photos, that improve clarity and reduce unnecessary duplication
- A document design well-suited for variety of media: traditional hard-copy, online viewing and download for tablet or computer



SECTION C: CONCEPTUAL WORK PLAN AND APPROACH

UNDERSTANDING

It is FNI's understanding that the City of Lockhart is seeking services to **update their Comprehensive Plan to better incorporate the variety of plans that have been produced recently and to strongly align with the community's vision and values.** Much has changed and quickly in Central Texas, we have learned and grown as professionals, as a firm and as a society in a short time, and we look forward to the opportunity to assist the City in creating the next iteration of your Comprehensive Plan.

However, we believe it's more than that. In addition to a great work product, the City of Lockhart needs a partner that goes beyond production of deliverables and facilitates a process that fosters positive relationships among stakeholders and generates community champions. The City of Lockhart would also benefit from a team that is rooted in Central Texas and is excited to uplift their local communities so they can sustainably nurture a high quality of life for their residents, who are also our neighbors.

APPROACH

FNI is proposing a unique approach to the process of this plan update. We will address the typical topics necessary in a Comprehensive Plan Update (outlined below), however, there is one major aspect of the process we would like to propose. This includes an **extended analysis phase that provides the opportunity for additional public engagement, specifically including the community in the generation and review of growth scenarios and the selection of a preferred growth scenario** that becomes the basis for the plan recommendations. This will include conversations around tradeoffs and how certain growth scenarios support (or not) the vision, values and needs of the community in Lockhart.

You will not see sustainability and resilience as a topical section listed in the following approach graphic. That is because FNI, and specifically the Project Manager for this project, are passionate about sustainability and resilience being the most basic tenant on which everything in the plan is in support of. Every chapter or topic in the Comprehensive Plan will be instilled with sustainability and resilience at its core and each recommendation made will be done so based on it's ability to move Lockhart closer to a more sustainable and resilient future, in all the various ways those can apply.

The worst fate of any plan is for it to sit on a shelf not being utilized. FNI believes that no plan is complete without a detailed implementation and action plan that provides the City with a clear and realistic guide on how to achieve the vision and goals of the Plan. In addition to the action plan, FNI provides recommendations on data and metrics to measure success and support regular reporting on progress. **This data-based reporting is essential in allowing the City to demonstrate accountability to the community.**

The graphic on the following page provides additional information on what FNI envisions for the appropriate process and deliverables for Lockhart's Comprehensive Plan Update. Of course, we are happy to adjust this as necessary based on your needs and vision for the process. We are a knowledgeable and passionate team that is here to **not only deliver a superior, actionable product but to also make this an enjoyable and positive process for everyone involved.**



SUSTAINABILITY
at Freese and Nichols

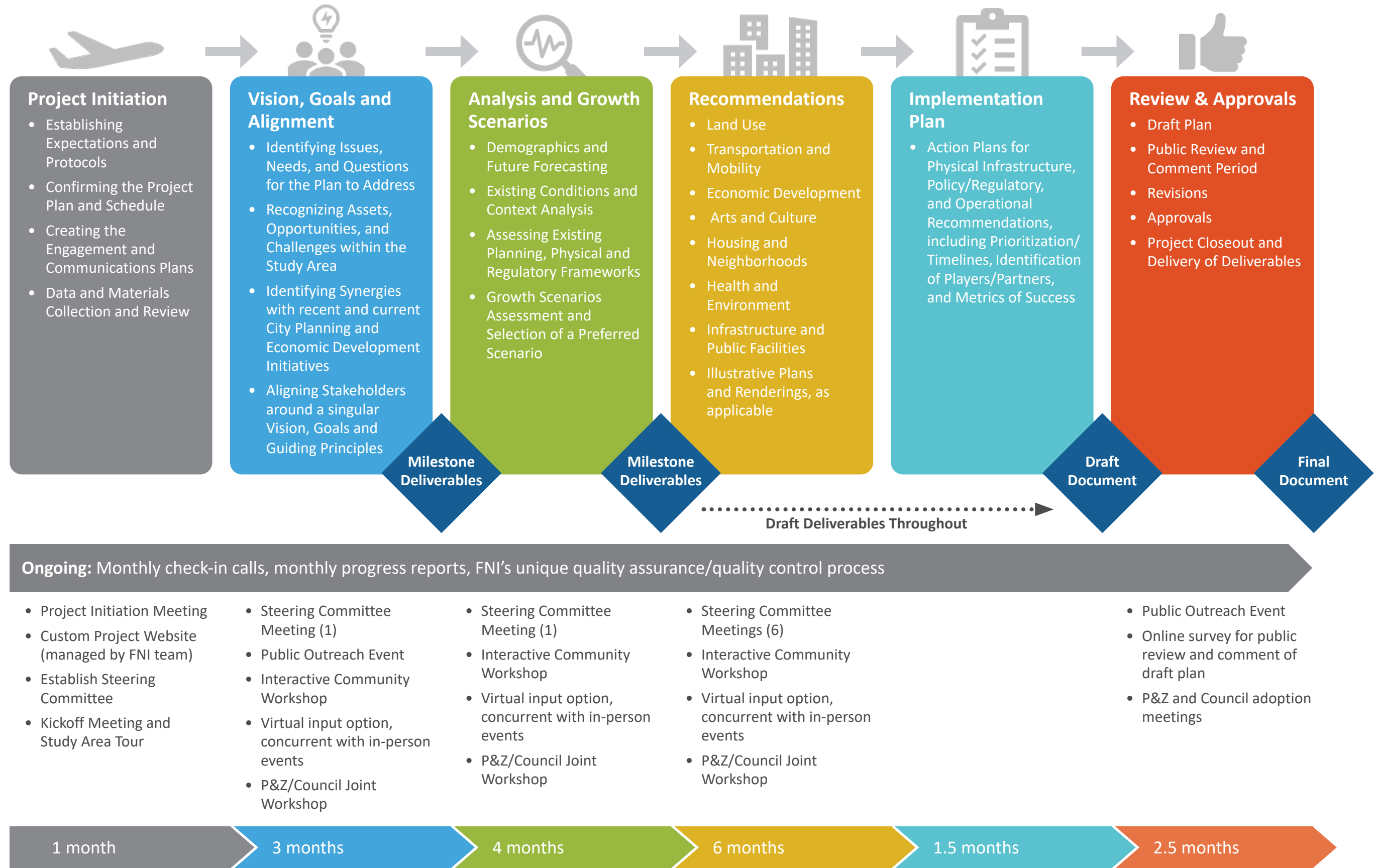
Focused on Sustainability

FNI demonstrates a comprehensive approach to sustainability in all of our work. Through our focus on sustainable initiatives, we strive to satisfy present needs, while preserving the ability of future generations to meet their own needs. It encompasses everything we do, as a company and for our clients, from technical projects to corporate processes, so we can be responsible stewards of our community, environment and finances.

We do This By...

- Creating more livable enjoyable communities
- Designing systems with reduced future maintenance
- Improving community mobility
- Promoting community based economic development
- Preserving local history

COMPREHENSIVE PLAN UPDATE PROCESS



FNI's approach to project management, quality control and community engagement are differentiators we take pride in. These items set us apart from our competitors and are why we continuously receive high regard for the quality of work and client service we provide here at FNI.

PROJECT MANAGEMENT AND QA/QC

Project managers at FNI follow the project management lifecycle, allowing them to plan each task and activity meticulously to make certain the highest chances of success through a variety of processes. This generally follows the PMI model. Our project approach represents operationalizing the PMI process specific to a comprehensive plan effort. FNI's approach to planning projects creates consistent, comfortable communication with the client. This includes:

- Internal and client initiation meetings, so everyone is starting off on the same page
- Kickoff meeting and site tour to ground the team in the place and within the community
- Monthly reports delivered to the client to track the work being completed
- Regular check ins, both among the team and with the client, to make certain work is progressing per the schedule and any issues are being identified and resolved early

FNI has developed formalized QA/QC processes that are used on all projects, including a quality control plan, quality assurance reviews and technical writing reviews. Additionally, our senior advisors are a formalized role on all projects, bringing their deep industry experience to promote innovation and incorporation of best practices.

One key area where planning efforts diverge from traditional PMI approaches is that a planning process, such as one for a comprehensive plan, does not truly end. Instead, it sets up City staff to step into the project lifecycle to carry through to implementation. This is because the plan is not the end goal or the outcome – it is a living document and part of the story. It represents a portion of a project lifecycle recognizing that the City itself is the project as articulated by a community vision. It becomes an accountability tool in which the public seeks to confirm that the engagement during the plan was meaningful and not just a performance. They confirm this by seeing the City make measurable progress that builds momentum, which is why our plans emphasize outcome metrics.

ENGAGEMENT AND OUTREACH

FNI will prepare documents and materials to guide communications and outreach throughout the project. These materials will be reviewed by the City and finalized as agreed upon by the City and FNI. Including:

Public Engagement Plan: Outlining the meetings, surveys, workshops, presentations or other public/community activities that the City and FNI determine and agree to deliver during the project, per the final scope of work.

Communications Plan: Expectations and protocols regarding public information and communications related to the project for use by the City communication teams that may be supporting communication initiatives.

Stakeholder Register: A database housing information on stakeholders, contacts and touchpoints.

Project Website: Developed early in the process and will be created, monitored and updated regularly by FNI as a way for the public to stay informed.

Proven Training and Process Tools

Freese and Nichols University (FNU), our in-house educational development resource, offers employees and clients more than 100 classes in approximately 30 different subject areas, including:

- Assistant Project Manager Training Program
- Project Manager Training Program
- Leadership Development Programs
- Senior Leadership

Development Programs
Process tools provided to our Project Managers include:

One-Page Reports – A reporting procedure that can be used for both internal project team communication and regular project updates for the City. Our One-Page Report is a snapshot view of the project, allowing project managers to be alerted to possible issues and delays, and to keep the City informed about the project schedule and budget.

Business System Technology (BST) Enterprise eResource – helps to manage long-term workload.

Project Manager Portal – gives real-time access into project activities and schedule.

INNOVATIVE PUBLIC OUTREACH

FNI's approach to Public Outreach incorporates a wide variety of in-person and virtual strategies to cater to every audience and meet them where they are. Even before the COVID-19 crisis, this approach was essential to successful planning that represents the full community. People are busy with their daily lives and have many priorities competing for their attention. In addition to in-person engagement, our team is well-versed in conducting and/or facilitating virtual meetings through Zoom, Facebook, Teams, Google and other platforms.

It is more important than ever for all residents have a voice in the planning and decision-making process. In addition to using innovative resources, such as online videos and interactive virtual feedback, our engagement program will include providing hard copy materials and surveys, conducting targeted stakeholder interviews and offering giveaways in exchange for completed surveys at frequently visited locations. FNI has resources throughout the company to support translation into multiple languages, as needed.

PUBLIC INVOLVEMENT ACTIVITIES



In-Person Public Meetings



Virtual Public Meetings



Virtual Tours



Voting with Stickers or Pebbles



Board Responses using Sticky Notes or Markers



Density Exercises with Legos®



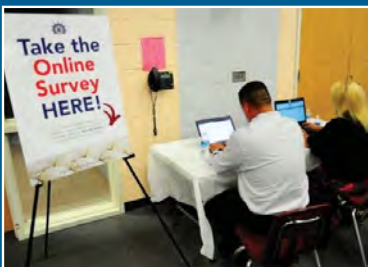
Polling Devices for Q&A and Rating



Character Appropriateness Exercise with Postcards and Push-pins



Small Children Activity Station at Public Meetings



Online Survey Stations



Map Exercises using Markers, Stickers and Land-use CHIPS



Urban Planning "Career Day" and Input Session with High School Students

Recommended Public Outreach Strategies:



Project Branding and Website

- Brand, logo and supporting package for use in project marketing and outreach
- Unique project website with project overview, schedule, draft documents, virtual open houses, interactive GIS map feedback, polling and other interactive features to inform and engage the community
- Couples naturally with social media, which data indicates is critical to outreach in Central Texas
- Stand-alone websites are critical to transparency, referencing and ease of access



Focus Groups and Stakeholder Interviews

- One-on-one or small group discussions to generate ideas and direction in an intimate setting where participants are more comfortable sharing their opinions and ideas
- Great opportunity to identify potential partners for implementation and momentum-builders
- Discussions held early and throughout the planning process to create an effective feedback loop



Social Media Strategies

- Content to engage social media and direct people to various community input platforms
- Leverage the City's existing accounts, as well as key community influencers
- "Viral" content can help boost all other public outreach



Comprehensive Virtual Engagement Platform

- Survey designed in a fun and interactive way in order to collect actionable and quantifiable data
- Interactive map-based feedback system
- Deployment of visual preference, density visualization and experience-based feedback to engage the public in ways they understand, avoiding technical language/issues that often reduces participation
- Supports integration of virtual open houses and other engagement, which we recommend in-concert with in-person approaches, as well as recognizing competing household commitments



Community Workshops and Virtual Open Houses

- Hybrid meetings with a blend of in-person and virtual content
- Interactive activities, live polling, "paper doll" charrettes, tactical urbanism and other techniques to engage participants and achieve meaningful input
- Leveraging existing events and festivals to meet people where they already are, virtually or in person

EXPECTATIONS OF THE CITY

- Provide the FNI team with the information, advice and guidance necessary to realize a successful process and outcome for the project, especially related to council priorities, community values, hot button political issues, etc.
- Establish, coordinate and facilitate the workings of a Comprehensive Plan Advisory Committee (CPAC) to provide oversight and guidance throughout the process.
- Designate a City staff member to serve as the contact person for the project – someone with enough authority to make decisions, direct the project work, and act as an intermediary between the FNI team and key stakeholders (CPAC, Council, etc.) as required.
- Coordinate communication, meetings, and the transfer of necessary information from the City and other local organizations/entities as necessary for this effort.
- Arrange for locations, setup, refreshments, notifications and advertising for all stakeholders, focus groups and public meetings.
- The City may elect to do City-initiated public engagement efforts and meetings beyond what the FNI team may be scoped to provide, in which case the FNI team may provide supportive content and advice for these efforts but will not attend the events.
- Provide data and information from all previous and current studies and projects (as available and applicable) that may affect the outcome of the Plan. This information will be provided in digital format when possible and available.
- Provide FNI with the most recently updated digital base map and aerial imagery of the planning area for use during the DMP preparation process. These files will be in the form of GIS file types native to ESRI ArcGIS, to the extent possible.
- Coordinate and carry out reviews of draft deliverables promptly, following the project schedule. FNI will provide draft deliverables to the designated contact person, who will be responsible for distributing those to any stakeholder that needs to review the work. This person will then collect and consolidate comments into one clear and concise set of comments and/or changes and deliver those to the FNI team.



REFERENCES

1

City of Pflugerville | Comprehensive Plan

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2

City of Hutto | Comprehensive and Downtown Plan

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3

City of Georgetown | Comprehensive Plan

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Mission

Innovative approaches ...
Practical results ...
Outstanding service

Vision

Be the firm of choice for
clients and employees

Values



LEADS

-  **L** LEARN CONTINUOUSLY
-  **E** ENGAGE AS FAMILY
-  **A** ACT WITH INTEGRITY
-  **D** DELIVER QUALITY
-  **S** SERVE ALWAYS



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CITY OF LOCKHART COMPREHENSIVE PLANNING SERVICES

APRIL 18, 2023

PROJECT TEAM



Edmund Haas, AICP

*Principal-in-Charge,
Transportation,
Public Involvement*



**Caitlin Admire, LEED AP,
ENV SP**

*Project Manager, Planning
Services, Public Involvement*



**Chance Sparks, AICP,
CNU-A**

*Planning Services,
Fiscal/Scenario Planning*



Jessica Vassar, PE

*Infrastructure and
Public Facilities*



Travis James, MBA

*Market Analysis/Arts &
Culture*



**Wendy Shabay
Bonneau, FAICP**

Sr. Technical Advisor/QC



Brian Crooks, AICP

Transportation

**+ A DEEP BENCH
OF TALENT &
EXPERTISE**



PROJECT SCHEDULE



Initiation
(1 month)



**Vision, Goals
& Alignment**
(3 months)



**Growth
Scenarios**
(4 months)



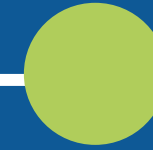
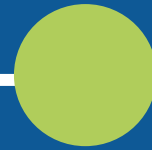
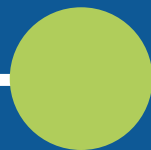
Recommendations
(6 months)



Implementation
(2 months)



Reviews & Approvals
(2 months)



Project Initiation

Engagement
Plan

Data Collection
& Review

Analysis &
Snapshot

Identify
Opportunities &
Challenges

Aligning
Stakeholders

Vision, Goals and
Guiding Principles

Forecasting

Growth Scenarios
and Assessment of
Tradeoffs

Informed Selection
of Preferred
Scenario

Future Land Use

Housing &
Neighborhoods, Health

Transportation & Mobility

Economic Development +
Arts and Culture

Infrastructure + Public
Facilities and Services



Action Plan for:

Physical
Infrastructure

Policy/Regulatory

Operational

Draft Review &
Public Comment

Approvals

*Schedule is subject to change.

PUBLIC OUTREACH



Branding and Website



Focus Groups and
Stakeholder Interviews



Social Media

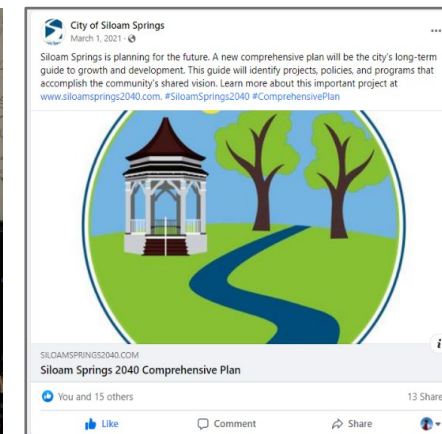
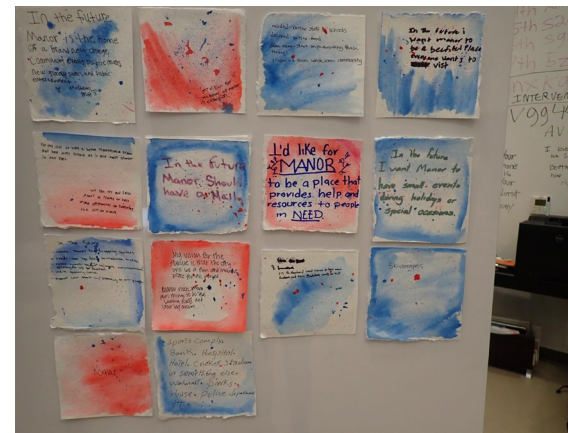


Comprehensive Virtual
Engagement Platform



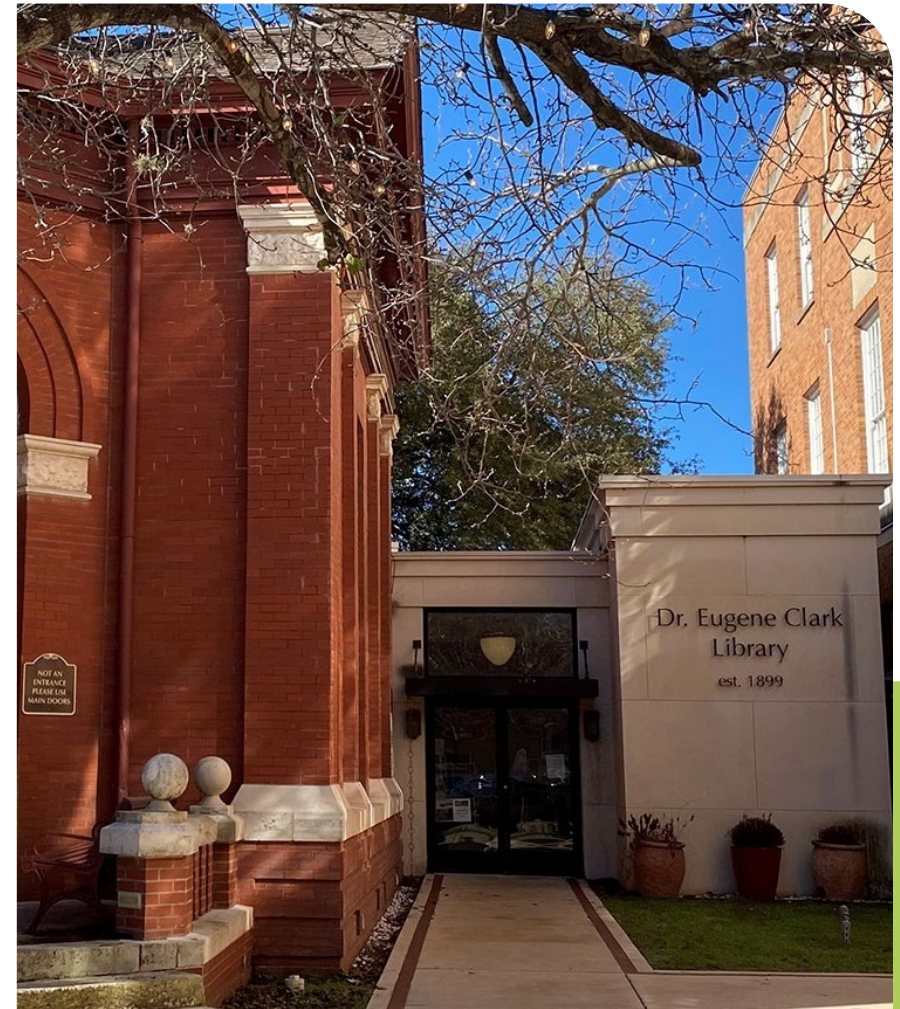
Community Workshops and
Virtual Open Houses

INNOVATIVE
COLLABORATIVE
FUN
CREATIVE
AGILE
MEETING PEOPLE
WHERE THEY ARE



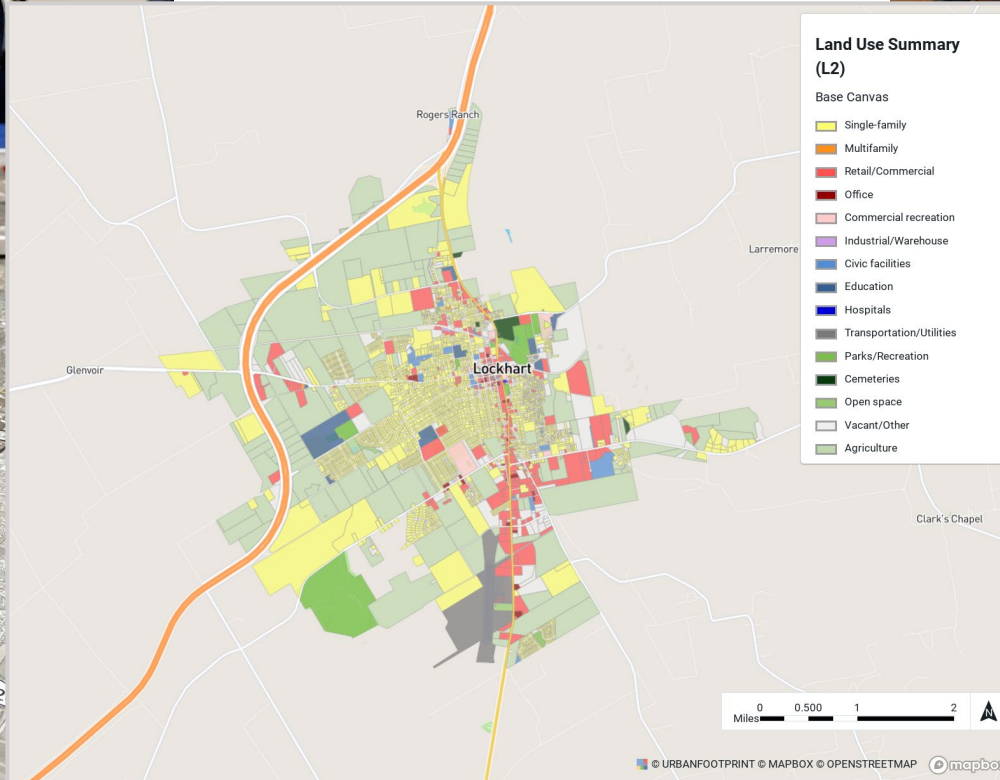
ENGAGEMENT PLAN

- *Kickoff Meeting & Study Area Tour*
- *Website & Online Surveys*
- *Community Conversations (10 focus group meetings)*
- *5 Workshops including:*
 - Advisory Committee meetings
 - Interactive community visioning workshop
 - P&Z/Council Joint briefings or workshops
 - Community scenario planning workshop(s) and tradeoff discussions
 - Community and public outreach events
 - Virtual versions of all public engagements
- *Draft Recommendations:*
 - Full draft plan available for public download and review before adoption



SCENARIO APPROACH

DATA-INFORMED TRADEOFFS COMMUNITY-LED



THANK YOU!

THIS IS *YOUR* PLAN.
WHAT IS YOUR *ONE BIG THING?*

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 18, 2023

AGENDA ITEM CAPTION: Discuss a Chapter 380 Incentive Agreement with TITAN LOCKHART LAND INVESTORS, LLC.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Titan is currently under contract for 31.485 acres for \$2.89 million in LEDC's Industrial Park 3. During Titan's due diligence period on the property unexpected additional costs were determined by the company.

To incentivize this closing and to ensure a development of a new speculative building, the Chapter 380 agreement before City Council provides a 50% rebate of road impact fees up \$326,000 and require an investment in a building and the property to be at least \$16 million. The taxes realized by the City for this new industrial development would be approximately \$100,000 per year not including whatever personal property would go into the building which would be added by the, at this moment unidentified, tenant. Titan must submit plans for a site permit within 180 days after closing and complete construction and obtain a certificate of occupancy within 18 months from a building permit issued by the City of Lockhart.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: Discussed in Executive session

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Move to approve the Chapter 380 incentive agreement with TITAN LOCKHART LAND INVESTORS, LLC

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Chapter 380 Agreement (Lockhart Ph. 2) 2023-04-14
Final

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Chapter 380 Economic Development Program Agreement (“Agreement”) is made and entered into as of _____, 2023 (“Effective Date”) by and between THE CITY OF LOCKHART, TEXAS, a Texas home-rule municipal corporation (“City”), and TITAN LOCKHART LAND INVESTORS, LLC, a Texas limited liability company (“Titan”).

RECITALS

Pursuant to Chapter 380, Texas Local Government Code, City is authorized to make loans and grants of public money, to promote state or local economic development and to stimulate business and commercial activity within the City, and City has authorized the City Manager to make a grant of money to Titan.

Titan desires to purchase land, construct a shell industrial building within the municipal limits of the City, and participate in the Economic Development Program established in this Agreement.

Titan intends to make a total investment of at least sixteen million and 00/100ths dollars (\$16,000,000.00) in the acquisition of the Property and construction of the Facility (both as defined below), including but not limited to the cost to purchase the Property and required easements or other appurtenances thereto, the design and construction of the Facility (including but not limited to hard construction costs, engineering fees, permitting fees, financing costs, and testing fees), and all on-site and off-site improvements installed by Titan and any ponding required for the benefit of the Property made by Titan following its acquisition and closing on the Property.

City has determined that a substantial economic benefit and the creation of new opportunities of employment will accrue to the City and the surrounding area if the Facility is successfully developed.

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

AGREEMENTS

Section 1. Recitals: The recitals set forth above are incorporated herein for all purposes.

Section 2. Chapter 380 Program and Consideration

The City finds, and the parties hereto agree, that the program established by this Agreement will promote state and local economic development and will stimulate business and commercial activity in the City of Lockhart. City and Titan enter into this

Agreement in consideration of such economic development and stimulation of business and commercial activity as well as the mutual covenants contained herein.

The City's execution of this Agreement, as authorized by Chapter 380 of the Texas Local Government Code, constitutes a valid and binding obligation of the City upon compliance by Company of the obligations as described herein below.

Section 3. Term: This Agreement shall have a term of five (5) years, commencing on the Effective Date and terminating upon the full payment of the Incentive, at midnight on the fifth anniversary of that date, or unless sooner terminated as provided herein.

Section 4. TITAN Requirements

Titan agrees:

- (a) To acquire sufficient land in the City of Lockhart, estimated to be thirty-one and four-hundred-eighty-five thousandths (31.485) acres, ("the Property") that will be suitable for the construction of one or more shell industrial buildings ("the Facility"), as outlined in that Purchase and Sale Agreement dated July 18, 2023 by and between Lockhart Economic Development Corporation, a Type B sales tax corporation, and Titan Property Management, LLC, a New Mexico limited liability company, its successors and assigns "PSA".
- (b) Following acquisition of the Property, to retain title thereto and complete the Facility, and under no circumstances to sell any or all of the Property to a third party during the Term without first constructing the Facility or requiring such third-party to confirm that it shall build a Facility on all or part of the Property which would satisfy the total investment obligation herein.
- (c) Construct the Facility on the Property with a project budget of approximately sixteen million dollars (\$16,000,000.00) in Capital Investment. Provided, however, that no investment made by Titan prior to closing on the Property shall count toward said sixteen million dollars.
- (d) Submit schematic drawings for the Facility, or the first thereof if more than one Facility, to the City of Lockhart within one hundred 180 (180) days of execution of closing on the Property under the PSA, and thereafter commence construction of said Facility within one hundred fifty (150) days after the City's approval of the construction plans and issuance of a building permit for said Facility. A 90 (ninety) day extension may be requested in writing to City Council during the first 180 days for consideration and approval solely by the City Council.
- (e) Complete construction of the Facility, or the first thereof if more than one Facility, and obtain a Certificate of Occupancy from the City within eighteen (18) months after the issuance of the aforesaid building permit for said Facility.

- (f) Titan shall provide the City with proof of investment by submitting copies of receipts or other documentation reasonably and commercially satisfactory to the City, which shall be provided within ninety (90) days of the end of construction of the Facility, or the first thereof if more than one Facility.
- (g) Keep current in the payment of taxes owed for the Facility to any taxing jurisdiction in which the Property is located unless such taxes are being legally contested by Titan.

Section 5. City Requirements

- (a) In consideration of Titan's agreement to perform the acts described above, City agrees to provide a grant to Titan in an amount of money equal to a percentage of the road impact fees paid by Titan on the development of the Facility and actually collected by the City.
- (b) The amount of the grant to be paid to Titan by the City shall be calculated as follows: Fifty percent (50%) of the road impact fees collected by the City not to exceed three hundred twenty-six thousand and 00/100ths dollars (\$326,000.00), ("Grant").

Section 6. Recapture/Termination

- (a) In the event that Titan begins construction on the Facility on the Property, but subsequently discontinues construction on the Facility for any reason, excepting fire, explosion or other casualty or accident or natural disaster or other event beyond the reasonable control of Titan for a period of one hundred eighty (180) days during the term of this Agreement, then in such event the City will no longer be obligated to expend any further funds, and Titan shall be required to repay the Grant to the City within 30 days of the expiration of the 180 days. The burden shall be upon Titan to prove to the reasonable satisfaction of the City that the discontinuance of operating the Facility was as a result of fire, explosion, or other casualty or accident or natural disaster or other event beyond the control of Titan. In the event Titan meets this burden and the City is satisfied that the discontinuance of the operation of the Facility was the result of events beyond the control of Titan, then Titan shall have a period of one (1) year in which to resume the construction thereof. In the event that Titan fails to resume the construction of the Facility within one (1) year, then in such event the City will no longer be obligated to expend any further monies and Titan shall be required to repay the Grant to the City within 30 days of the expiration of the one-year period.
- (b) In the event that Titan allows ad valorem taxes on property owed to the City to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, then in such event the City will no

longer be obligated to expend any further monies and Titan shall be required to repay the Grant to the City within 30 days of such event.

- (c) In the event that the City determines that Titan is in default of any of the terms or conditions contained in this Agreement, then in such event the City shall give Titan thirty (30) days written notice to cure such default. In the event such default is not cured to the reasonable satisfaction of the City within the thirty (30) days notice period, then in such event the City will no longer be obligated to expend any further monies, and Titan shall be required to repay the Grant to the City within 30 days of the default.
- (d) In the event that Titan shall fail to repay the City within the time set forth under any provision of this Section 5, Titan hereby agrees that the City may place a lien on Property belonging to Titan and located in Caldwell County, Texas for full payment of such monies.

Section 7. Payment Request and Certification of Compliance: Upon payment by Titan of road impact fees for the Property, Titan shall submit a payment request for the Grant and certify in writing to the City that, at the time such request is made, it is compliance with all provisions of this Agreement and that all taxes related to the Property have been paid in full as required by law ("Payment Request"). Such Payment Request shall be delivered to _____ (name), at _____ (e-mail), The City, at any reasonable time, shall have the right to review Titan's records related to the provisions of this Agreement. City shall pay the Grant to Titan within fifteen (15) days after receipt of the Payment Request.

Section 8. Entire Agreement: This Agreement contains the entire agreement between the City and Titan with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by the City and Titan.

Section 9. Successors and Assigns: This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Titan may assign its rights and obligations under this agreement only upon prior written approval of the City, which approval shall not be unreasonably withheld or delayed.

Section 10. Notices: Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

TITAN:	Titan Lockhart Land Investors, LLC Attn: Joe Iannacone 4903 Woodrow Ave., Bldg. A Austin, TX 78756 Email: jiannacone@titan-development.com
--------	--

With a copy to:

Titan Lockhart Land Investors, LLC
Attn: Aimeé González
6300 Riverside Plaza Ln., NW, Suite 200
Albuquerque, New Mexico, 87120
Email: agonzalez@titan-development.com

City:

City of Lockhart
Attn: City Manager
P.O. Box 239
Lockhart, Texas 78644
Email: _____.

Section 11. Interpretation: Regardless of the actual drafter of this Agreement, this Agreement shall in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

Section 12. Applicable Law: This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Caldwell County, Texas.

Section 13. Severability: In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 14. Mutual Assistance: City and Titan agree to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

Section 15. Limitation on Liability: It is acknowledged and agreed by the parties hereto that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

Section 16. Authorization: Each party hereto represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of said party.

Section 17. Counterparts: This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2023.

THE CITY OF LOCKHART

ATTEST:

Lew White, Mayor

Julie Bowermon, City Secretary

State of Texas)(

)(

County of Caldwell)(

The foregoing instrument was acknowledged before me this ____ day of April, 2023, by Lew White, known to me to be the Mayor of the City of Lockhart, Texas.

Notary Public, State of Texas

My Commission expires: _____

TITAN LOCKHART LAND INVESTORS, LLC

By: Titan Lockhart Management, LLC
Its Manager

By: Titan Property Management, LLC
Its Manager

By: _____
Ben F. Spencer, Manager

State of New Mexico)(
)(
County of Bernalillo)(

The foregoing instrument was acknowledged before me this ____ day of April, 2023, by Ben F. Spencer, as Manager of Titan Property Management, LLC, as Manager of Titan Lockhart Land Investors, LLC, on behalf of said company.

Notary Public, State of New Mexico

My Commission expires:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 18, 2023

AGENDA ITEM CAPTION: Discuss entering a professional services agreement with TRC regarding the development of a Water/Wastewater Master Plan.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION: During the Growth Planning Workshops, projected growth trends, regulatory agency triggers/ milestones, and utility capacities were discussed. An outcome of the meeting was the recommendation to engage and develop a Water and Wastewater Master Plan to keep up with the growing demand of the water and wastewater utility systems.

The Water and Wastewater Master Plan will evaluate the existing water and wastewater system conditions. The plan is a forward-looking study that aims to anticipate system constraints by addressing and removing them prior to occurrence. The scope of work for the Master Plan includes:

- Distribution System Water Modeling and Evaluation of the Potable Water System (Review existing data/ infrastructure, filling gaps in data, peak/average/minimum demands, WTP, storage capacities, pressure planes, flow patterns and future flow projections)
- Collection System Modeling and Evaluation of Wastewater System (Review existing data/infrastructure, survey flows/ evaluations/ pipe diameters, evaluated rain data collected, lift stations, WWTPs)
- Progress Meeting and Presentation to City Council, P&Z Commission, and staff

The Master Plan will also create a companion Capital Improvement Plan Document that will address the timing, milestone horizons and probable costs for improvements that will be necessary. This document will aid staff in budgeting and planning capital improvements.

The documents will use Planning Horizons and triggers/miles stones to determine the need for capital improvements in the plan. The Planning Horizons will be 2029 (5-year/immediate term), 2024 (10-year/near term), and 2044 (20-year/far term). Triggers and milestones can include fire flows, pressures, line capacities, lift stations capacities, storage capacities, WWTP capacities, booster pumps, and WTP capacities.

PROJECT SCHEDULE (if applicable): Spring 2024- Final Water and Wastewater Master Plan and CIP Documents

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$59,828.75, \$123,827.25

Account Number: 525-5199-903-00; 545-5199-903-00

Funds Available: \$1,771,888; \$1,496,029

Account Name: Impact Fees - Architectural & Engineering

FISCAL NOTE (if applicable): For the current fiscal year, 50% of expenses will be paid from

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Water and Wastewater Impact Fees.

Funds will be allocated in the upcoming fiscal year budget for the remaining balances from the Water and Wastewater Fund.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends awarding the Lockhart Water/Wastewater Masterplan Engineering Service Agreement to TRC.

LIST OF SUPPORTING DOCUMENTS: Lockhart Water-Wastewater Master Plan Engineering Agreement



505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8718
TRCcompanies.com
T.D.P.E. #F-6822

April 18, 2023

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

**RE: Lockhart Water/Wastewater Master Plan
Engineering Services Agreement**

Dear Mr. Lewis:

TRC Engineering, Inc. (TRC) has prepared this proposal and scope of services for the Lockhart Water/Wastewater Master Plan for the City of Lockhart (City). TRC will be providing engineering services for the evaluation of the existing distribution and collection systems and options for improvements to hydraulic constraints for current and future water and wastewater demands.

SCOPE OF WORK

TRC will produce a master plan report evaluating existing water and wastewater system conditions and options for improvements to hydraulic constraints under current and future projected demands.

The Master Plan is a forward-looking study that aims to anticipate system constraints by addressing or removing them prior to their occurrences. Existing and future demand scenarios are evaluated, and improvement options are recommended to prevent capacity limitations, such as equipment failure, overflows, or low-pressure situations. The Master Plan will aim to provide ample time through various planning horizons for the City to plan and budget for needed improvements while at the same time maintaining compliance with regulations and affordability to ratepayers. Planning horizons will be 2029 (5-year/immediate term), 2034 (10-year/near term), and 2044 (20-year/far term). Finally, the distribution and collection system hydraulic models will support the Plan, in addition to serving as capacity assurance tools for evaluating the impact of new developments.

A. Project Coordination

Project coordination is a crucial component in achieving TRC's goal of meeting or exceeding the City of Lockhart's expectations for this project. Continuous coordination between the project team and the City will help keep the project in-line with the City's goals, on schedule, and within budget. This coordination will include:

1. Kickoff Meeting – The TRC project team will conduct a kickoff meeting to review the scope of work and our proposed methodology to handle project schedule, data needs/gaps, and deliverables.
2. Internal Coordination Meetings – The TRC project team will conduct bi-weekly internal coordination meetings to ensure project tasks stay on schedule and within budget.

3. Progress Meetings – TRC intends for this to be a collaborative process with the City. This includes up to four (4) meetings with city staff.
 - a. Recommended Meeting Milestones
 - i. Initial data request/review
 - ii. Potable water modeling results
 - iii. Wastewater collection modeling results
 - iv. Review of capital improvement alternatives
4. Two (2) presentations to Planning and Zoning Commission- TRC will present the initial study findings, then final Capital Improvements Plan and Master Plan and summarize key findings and recommendations at both stages.
5. Two (2) presentations to City Council - TRC will present the initial study findings, then final Capital Improvements Plan and Master Plan and summarize key findings and recommendations at both stages.

B. Distribution System Modeling and Evaluation of Potable Water System

TRC will review and update the City of Lockhart WaterCAD model and flow demands, as well as provide updated future flow demand projects. This task consists of the following activities:

1. Review of existing infrastructure data (GIS data and drawings), operational data (meter data and other historical records), and anecdotal data (maintenance data, City staff's knowledge of current system, etc.).
2. Survey of existing water infrastructure to fill data gaps of existing data, such as WaterCAD model and infrastructure drawings.
3. Update existing model with reviewed infrastructure data and survey data.
4. Calibration of model using available data (water meter, storage tank and treatment plant production records, etc..) at peak, average, and minimum demand conditions.
5. Develop flow patterns and projections using historical flow and population data at each planning horizon and anecdotal data.
6. Evaluate the updated WaterCAD model under current demands future flow projections and identify areas that do not meet the following criteria:
 - a. Provide potable water throughout the system at the minimum pressure required by the Texas Commission of Environmental Quality (TCEQ).
 - b. Provide adequate fire protection services throughout the system.
7. Evaluate capacity and condition of the water treatment plant and raw water supply system.

- a. TRC will work with the Guadalupe-Blanco River Authority (GBRA) to obtain information on the well supply system and the water treatment system.
- b. TRC will provide recommendations on further treatment plant studies, evaluations, and improvements as needed.

C. Collection System Modeling and Evaluation of Wastewater System

TRC will develop a collection system hydraulic model in InfoWorks ICM software. This task will consist of the following activities:

1. Review of existing infrastructure data (GIS data and drawings), operational data (pump operation data and other historical records), and anecdotal data (maintenance data, City staff's knowledge of current system, etc.) Includes pump stations, force mains, and manholes and gravity mains that are at least 8" in diameter.
2. Survey of existing wastewater infrastructure
 - a. Survey to include manholes along 8" diameter or larger gravity mains.
 - b. Received GIS data shows 549 manholes existing along 8" or larger gravity mains.
 - i. It is assumed at most 420 manholes will need to be survey to have robust data set for model infrastructure. Manholes to be selected after review of existing infrastructure data, such as drawings and GIS.
 - c. Survey data to include rim elevation, invert elevations, and pipe diameters & directions.
3. Model Development based on received infrastructure data and additional survey data.
4. Collect flow monitoring from a maximum of 10 temporary sites for a period of 3 months.
 - a. Includes installation of a maximum of 3 temporary rain gauges
5. Analyze flow monitoring data (flow, velocity, and depth) and develop diurnal patterns and flow projections.
 - a. Diurnal patterns and flow projections will be based on available dry-weather flow data with outlier data removed.
 - b. Diurnal patterns will be developed for weekday and weekends.
6. Model Calibration and Validation
 - a. Model calibration utilizing hydrographs (flow over time) and scattergraphs (velocity vs depth).

- i. Dry-weather calibration will be performed by selecting a multi-day, including weekdays and weekend days, and comparing modeled results to observed results.
 - ii. Wet-weather calibration will be performed by selecting multiple multi-day wet-weather events and comparing modeled results to observed results.
 - iii. A wet-weather event will be defined as a period of increase flow following at least a total rain fall of 0.15" over a period of 72 hours.
- b. Model validation will include dry- and wet-weather events.
- 7. Evaluate the collection system model under current demands and future projections and identify assets (pipelines, pump stations, WWTP, discharge permitting) that limit system capacity.
 - a. Review lift stations for potential abandonment and consolidation of flow through gravity mains.
 - b. Review interconnection locations for potential system improvement recommendations.
- 8. Evaluate the capacity and condition of the Larremore WWTP and FM 20 WWTP.
 - a. TRC will work with the Guadalupe-Blanco River Authority (GBRA) to obtain information on both WWTPs.
 - b. TRC will provide recommendations on further treatment plant studies, evaluations, and improvements as needed.
 - c. Evaluate the option of decommissioning the existing Larremore WWTP and expanding the FM 20 WWTP.

D. Capital Improvements Plan

- 1. Review of existing capital improvement plan and creation of capital improvement alternatives based on the potable water distribution system modeling and wastewater collection system modeling results over the three planning horizons ,2029 (5-year/immediate term), 2034 (10-year/near term), and 2044 (20-year/far term).
 - a. Proposed improvements will be evaluated by modeling future flow simulations during each planning horizon. Improvements will be categorized based in the planning horizon the improvement is needed by and the project triggers.

A project trigger will be utilized to provide an alternative to demand projection timeline-based project implementation schedule. The project

trigger approach involves the monitoring of the system parameters, such as pump runtimes, dry weather wastewater flow, water demand, etc... and comparing them to predetermined targets for initiation of the projects. These predetermined targets will be defined be either regulations or commonly accepted assumptions.

A project trigger can include:

- i. Fire flow
- ii. Pressure
- iii. Gravity line capacity
- iv. Lift station capacity
- v. Drinking water plant capacity
- vi. Wastewater plant capacity
- b. Provide a figure/table showing the proposed improvements at each planning horizon.
 - i. Figures will include proposed locations for water lines, wastewater lines, booster stations, and elevated storage tanks.
- c. Provide description and cost estimate of proposed improvements at each planning horizon.
2. Evaluation of capital improvements alternatives. Alternatives will be evaluated using the following criteria:
 - a. Monetary factors - Initial construction cost and O&M cost/requirements
 - b. Non-monetary factors – Historical or environmental factors, projected area development, agency regulations, or utility goals/restrictions.
3. Develop Capital Improvements Plan for entire study duration. The Capital Improvements Plan will include the following information:
 - a. Implementation schedule including a summary of each proposed project during each respective planning horizon and potential project trigger, and the proposed order of construction/installation.
 - b. Total cost of capital improvements for each planning horizon
 - c. Total cost of entire capital improvements plan

E. Master Plan

1. Develop a comprehensive Master Plan Report including the following information that:

- a. Summarizes the methodologies and assumptions made from the distribution system model development and evaluation of the City's potable water system, as well as the collection system model development and evaluation of the City's wastewater collection system.
- b. Summarizes the methodologies and assumptions made from flow monitoring, flow projections, planning horizon capacity assessments, capital improvement logic tree, etc.
- c. Summarizes Capital Improvements Plan and its methodology and assumptions.
- d. Summarizes policies/procedures needed to meet TCEQ standards and policies.
- e. Summarize policies/procedures to improve record keeping
- f. Summarizes conclusions, key findings, and recommendations.

DELIVERABLES

1. Capital improvement plan document.
2. Water and sewer master plan document.

ASSUMPTIONS

1. The client, City of Lockhart, will provide all available data identified below in electronic format.
 - a. All available GIS data for distribution and collection systems, such as gravity mains, pressure mains, valves, manholes, & elevated tanks.
 - b. Infrastructure drawings, lift station pump curves and pump run time data, WWTP flow data and WTP flow data.
2. Population projections per the Roadway Impact Fee Update
3. Flow monitoring duration will not exceed 3 months.
4. The sewer segments, manholes, and lift stations will be included for portions of the system with greater than 8-inch diameter and enough x, y, z data to make reasonable inferences.
5. Survey required for collection system hydraulic model shall not exceed 420 manholes.
6. The water segments, elevated tanks, valves, and pump stations will be included and enough x, y, z data to make reasonable inferences.
7. Where appropriate, missing data will be inferred using known values.

8. Material information will be used to develop reasonable values for friction factors.
9. For the modeling efforts, all infrastructure attributes will be established from information made available to TRC. Standard default coefficients will be used for all modeling coefficients when missing data.
10. TRC will use the information gathered from the following studies and reports to aid in the completion of the Master Plan
 - a. 2023 Lockhart Impact Fee
 - b. 2022 Lockhart Northwest Sewer Capacity Study
 - c. 2022 Lockhart Regional Lift Station Study
 - d. Lockhart Comprehensive Plan
 - e. 2019 Drought Contingency Plan
11. Wastewater Treatment will be evaluated on total capacity only.
12. Project Triggers will be limited to:
 - a. Pump Stations
 - i. Pump runtimes
 - ii. Pump capacity
 - iii. Age
 - b. Pressure pipe
 - i. Pipe capacity
 - ii. Age
 - c. Gravity Main
 - i. Dry-weather flow
 - ii. Depth of flow
 - iii. Pipe capacity
 - iv. Age
 - d. WWTP
 - i. Plant capacity
 - e. WTP
 - i. HSPS capacity
 - ii. Plant capacity

EXCLUSIONS

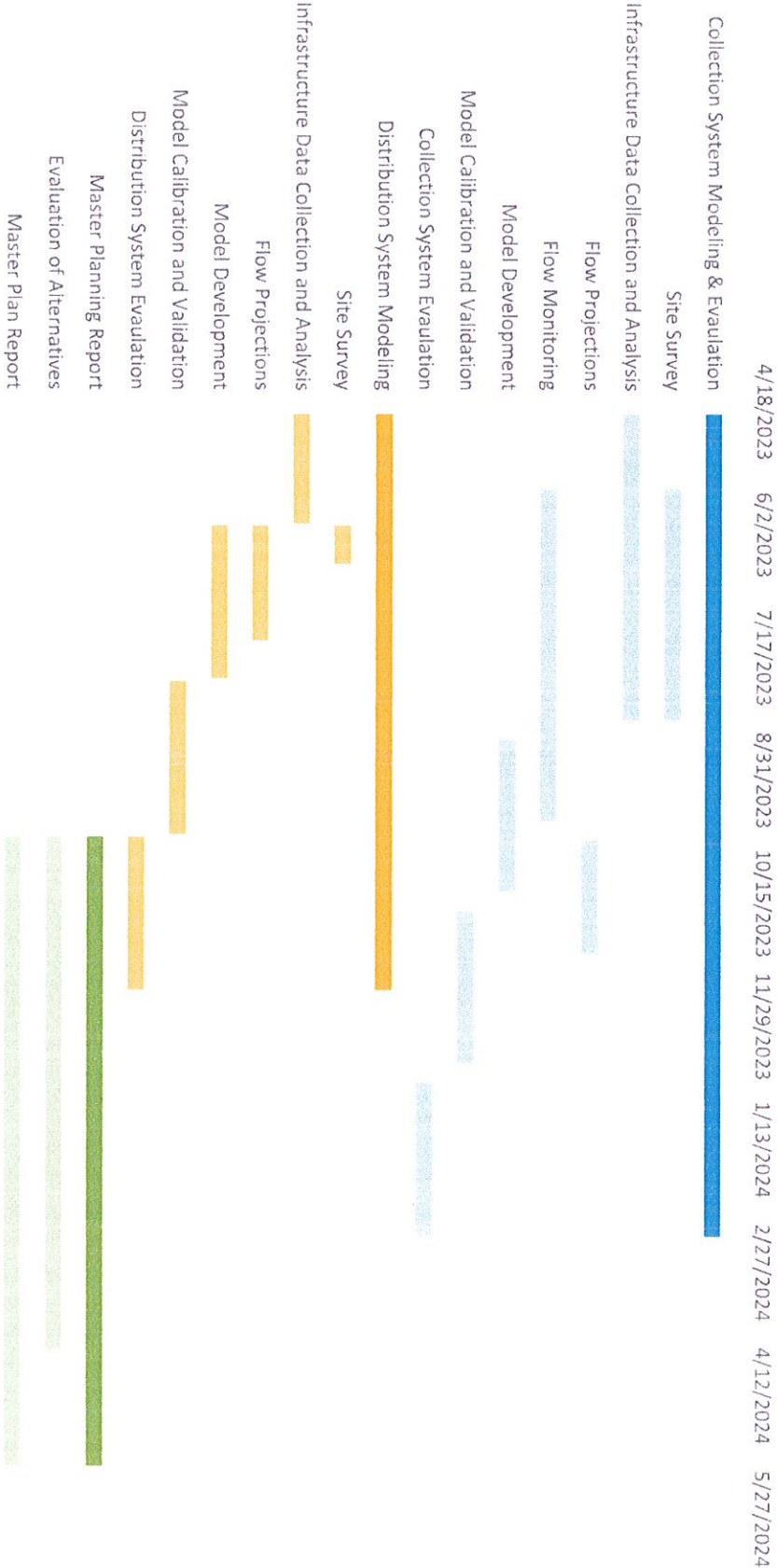
The following items are specifically excluded from the scope of work but can be done on a time and materials basis, if required.

1. Inflow and Infiltration Study
2. Engineering design of any proposed improvements
3. Any other engineering services other than those listed specifically in this scope of work.

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SCHEDULE

Lockhart Master Plan Schedule



Mr. Steven Lewis, City Manager
City of Lockhart
April 18, 2023
Page 10 of 10

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:

Collection System Model:	\$ 94,168.00
Distribution System Model:	\$ 63,864.00
CIP & Master Plan:	\$ 99,907.00
Surveying:	\$ 37,680.00
Flow Monitoring:	\$ 71,693.00
Total (lump sum):	<u>\$ 367,312.00</u>

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.

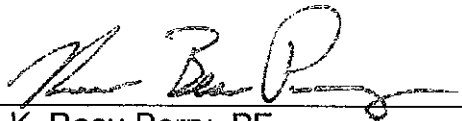
TRC's lump sum fee above is based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation. The payment schedule will be via monthly progress billing.

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,



K. Beau Perry, PE
Regional Vice President

April 18, 2023

Date

Mr. Steven Lewis
City Manager

Date

cc: Sean Kelley, Director of Public Works

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TRC

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 18, 2023

AGENDA ITEM CAPTION: Discuss the Mid-Year Financial Report for Fiscal Year 2023.

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 mid-year 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 Government Financial Officers of America (GFOA).

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): n/a

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: MID YEAR FINANCIAL REPORT TO COUNCIL
03/31/2023

FISCAL YEAR 2022-23 – MID YEAR REPORT

Sales & Property Taxes

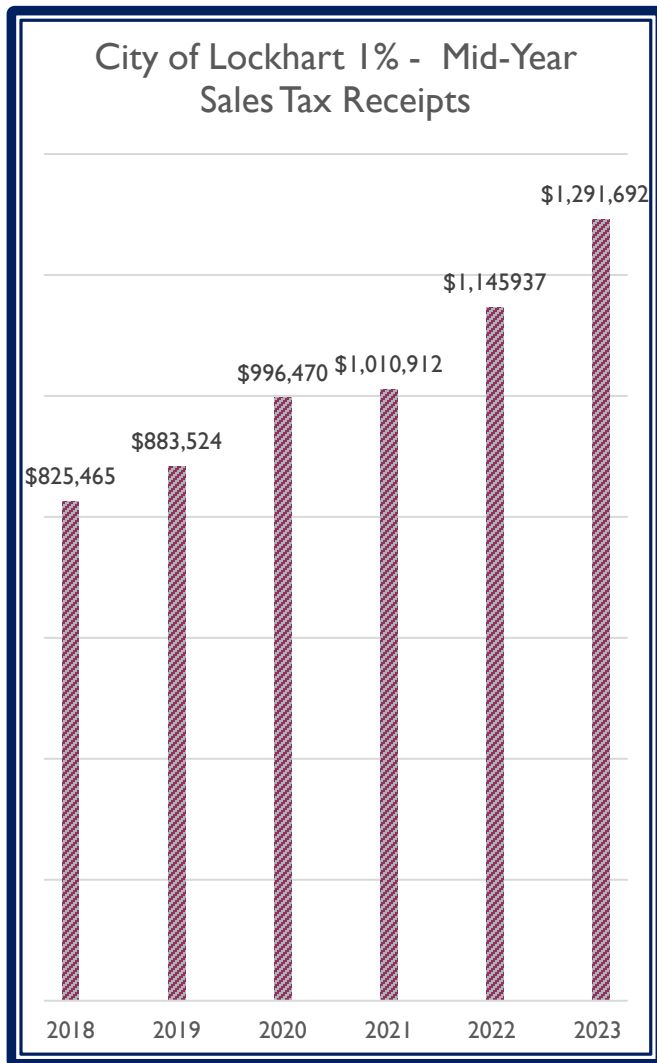
Revenue Charts – General & Utility Funds

General & Utility Fund Expenses

Hotel/Motel Funds

FYE 2023 Financial Forecast

FY2022-23
MID-YEAR



SALES TAX REVENUE – MID YEAR

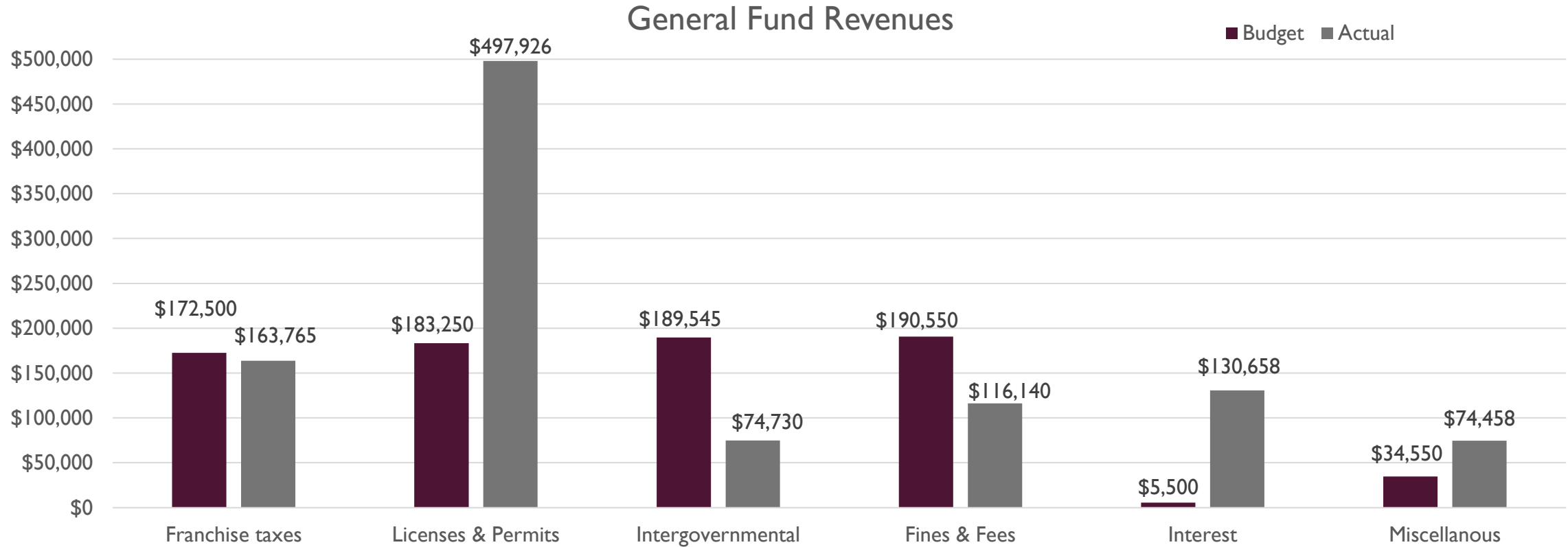
TOTAL COLLECTIONS TO DATE FOR FY22-23 ARE \$1,291,692 THIS REFLECTS A 12.72% INCREASE FROM FY 21-22 MID-YEAR.

SALES TAX REVENUE TO DATE IS 5.9% OVER BUDGETED REVENUES FOR THE FIRST SIX MONTHS OF FISCAL YEAR.

Property Tax
Revenues are at
100% of
budgeted
revenues for
mid-year -
\$4,971,156



OTHER GENERAL FUND REVENUE SOURCES



Franchise Taxes are at 47.47% of budgeted revenues.

License and Permits 135.86% above budgeted revenues.

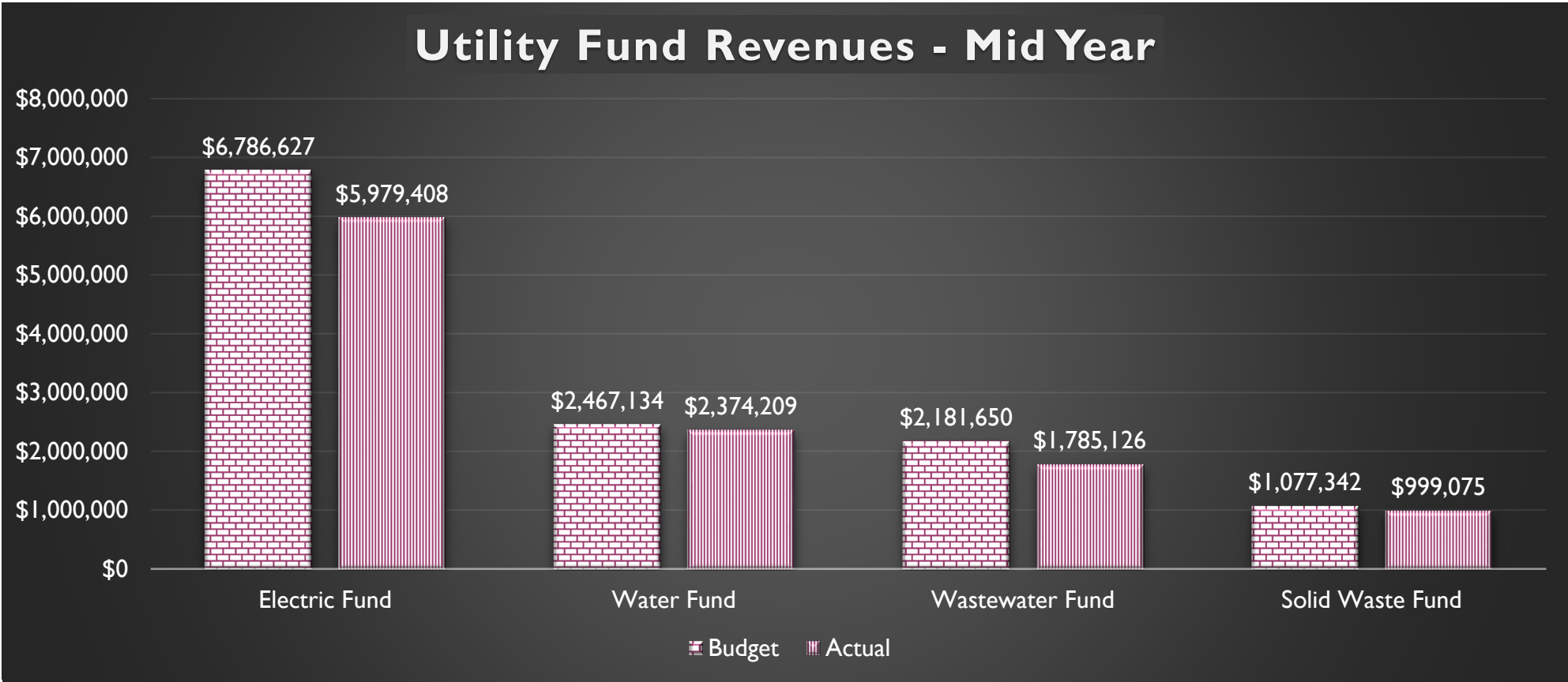
Intergovernmental – Animal Control department is below the 50% threshold. School Resource Officer revenue is in 3rd quarter of fiscal year.

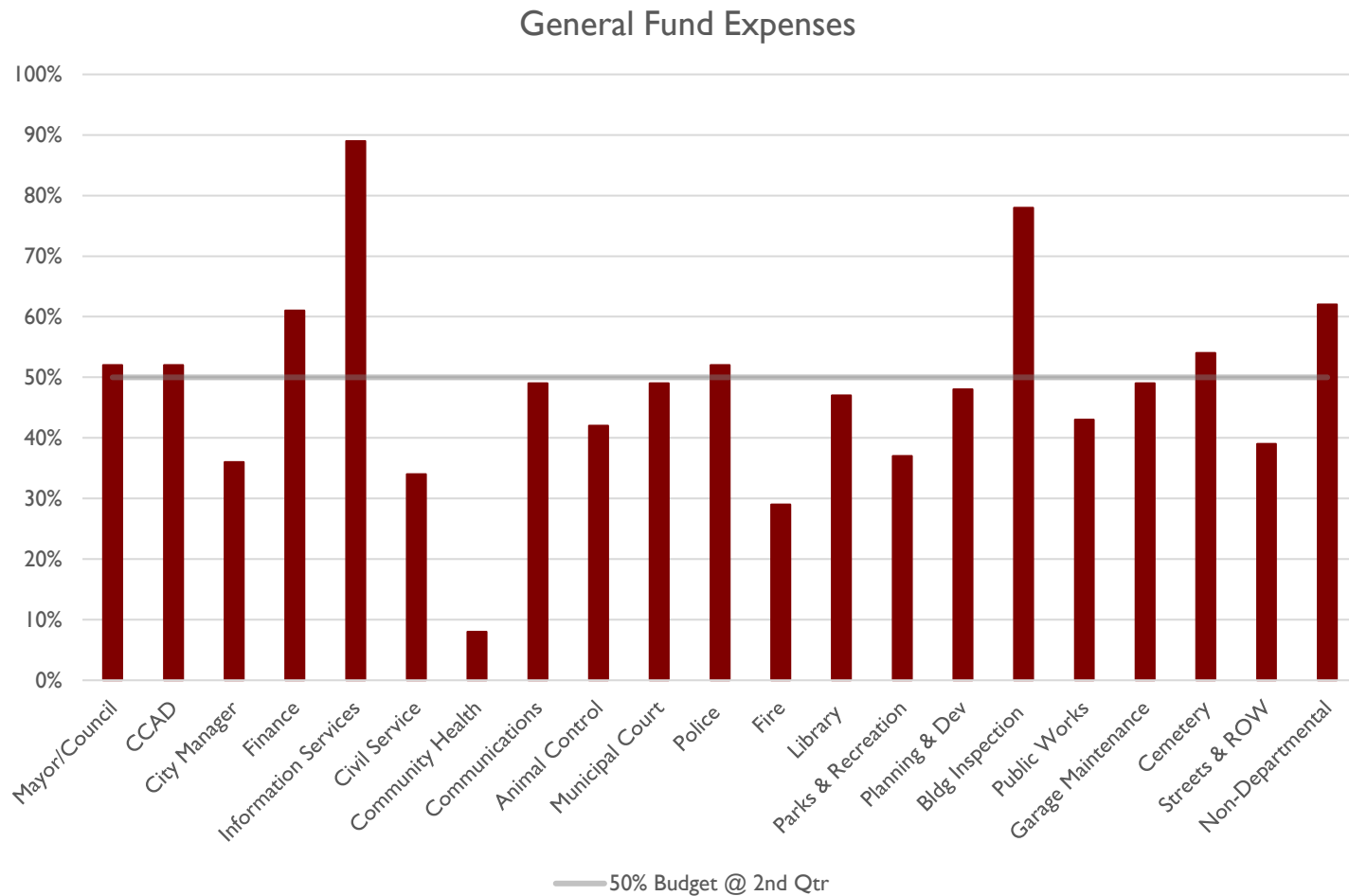
Fines and Fees are at 30.47% of budgeted revenues.

Interest rates are reflected of current increases in the national economy, revenues were budgeted conservatively due to last two years.

Miscellaneous revenues has seen an increase due to expenditure reimbursables and closure of certain special revenue fund accounts per auditor's recommendation.

Historically revenues in the Utility Funds are lower in the first half of a fiscal year due to seasonal swings during peak summer months. However, all the utility funds are only reflecting a slight decrease from the 50% threshold, so revenue forecasts across all funds is positive.





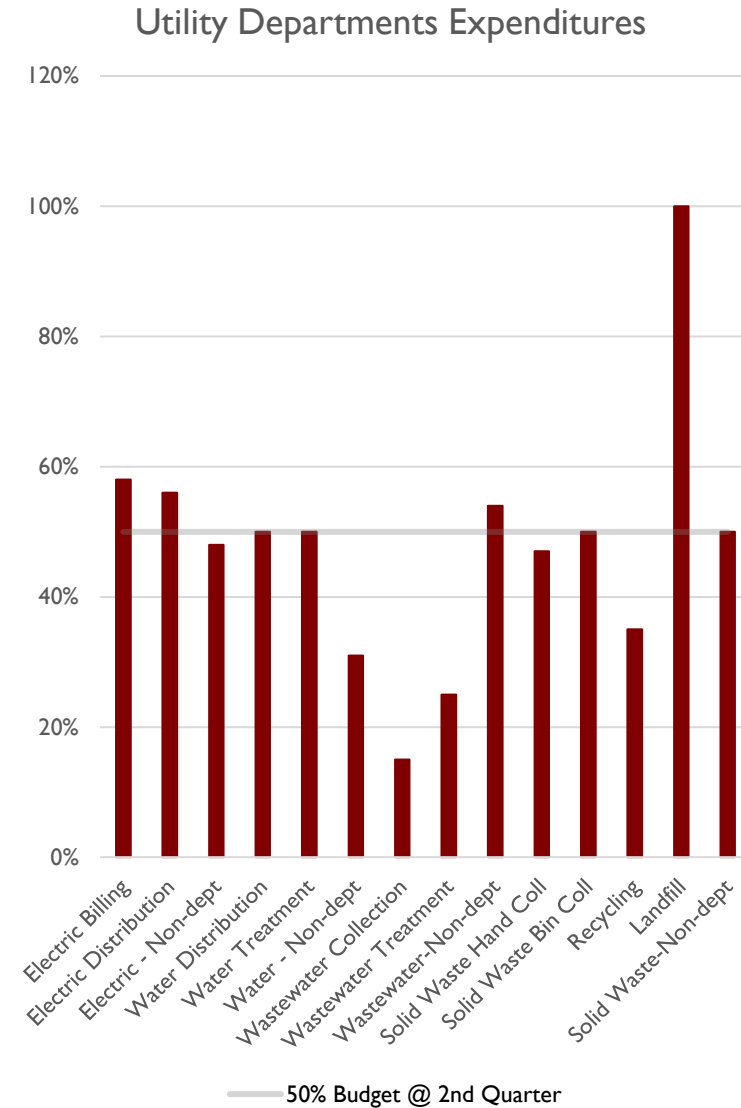
GENERAL FUND EXPENSES— Departments over 50% @ Mid year

Finance – Annual accounting software has been paid in full.

Information Services – Increase in IT management services due new licenses for departments and annual software has been paid in full.

Building Inspection – increase costs to 3rd party inspection services, which is offset by increased revenues.

Non-departmental – annual property and W/C insurance premiums paid in full.



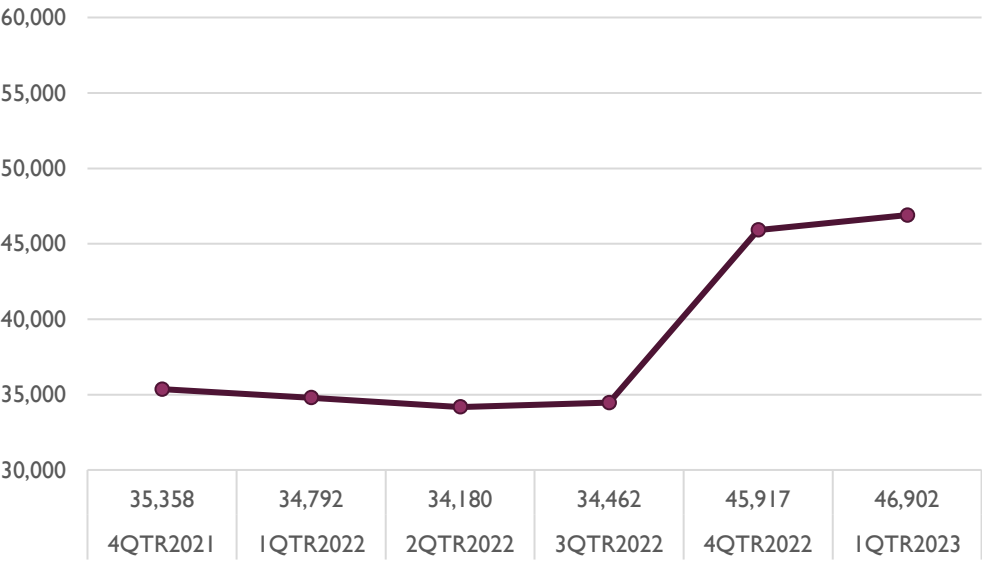
UTILITY FUNDS

Expenditures over 50% at mid year

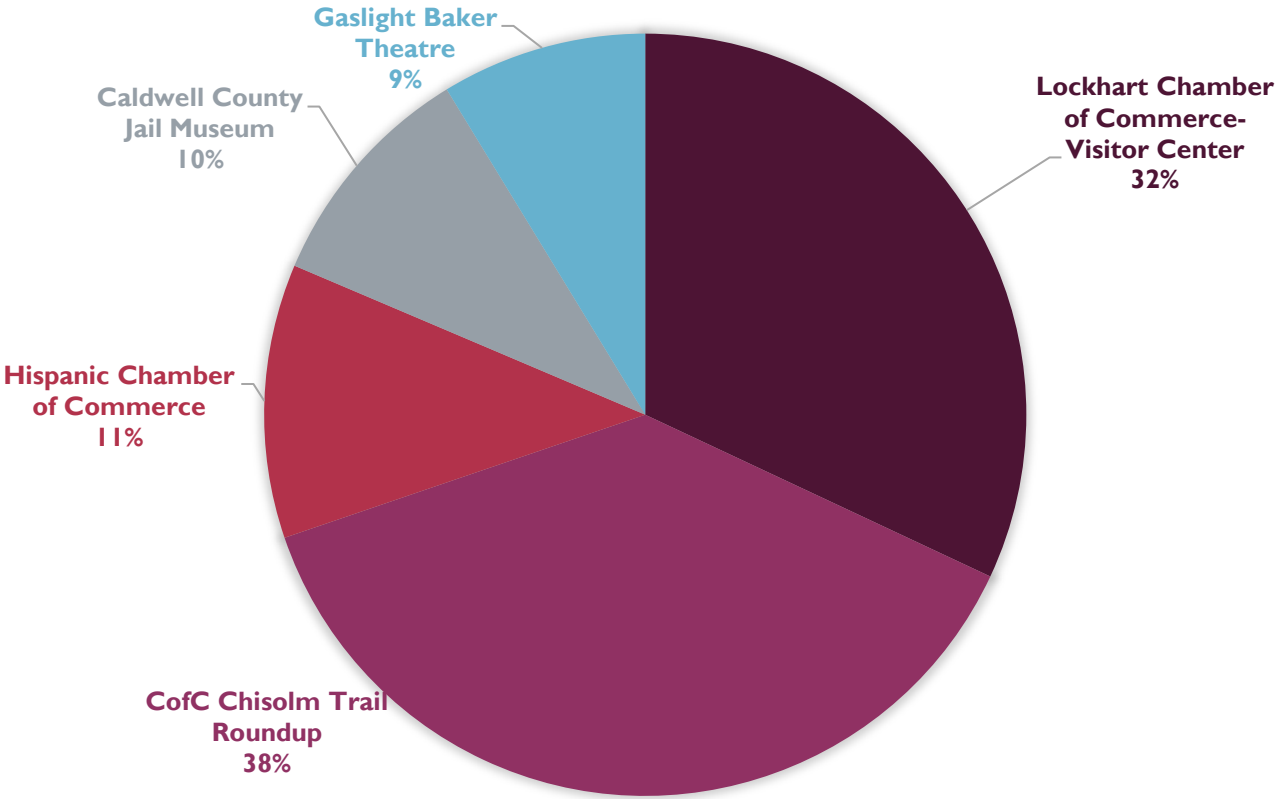
- Electric Billing – pre-paid expenses.
- Electric Distribution – LCRA annual training pre-paid.
- Wastewater Non-Dept – 2022 Tax Note payment.
- Solid Waste Landfill– tub grinding and haul services.

2022-23 Allocation of HOT Funds

Quarterly HOT Funds Collection Activity



Due to increased revenues from STR's (7.5% of total revenues) and increased occupancy at local Lockhart hotels, a steady rise is being witnessed.



■ FY2023 FINANCIAL FORECAST

(It is the Finance department's analysis that the City of Lockhart will meet budget expectations for fiscal year end in all funds.)

- The City's major revenue sources include property taxes, sales tax, and utility revenues. Each of these revenues are driven by growth of the local economy and the City's population.
- Unlike the Texas Real Estate Research Center at Texas A&M University's report from January 2023, citing that home sale were at their slowest start since 2017. The City of Lockhart continues to experience growth, new home construction has been the key indicator of this growth. As the City continues to grow, demand for basic services will also continue to grow.
- Currently the City is trending month over month increase in permit revenues. In the 1st quarter of 2023, 126 new single family residential building permits have been issued.
- New home construction increases the property valuation base annually.

■ FY2023 FINANCIAL FORECAST

(continued)

- Property taxes are the largest revenue source in the General Fund and are based on the tax rate adopted by Council annually. The rate is composed of two parts; the first to support general city operations and second, to pay principal and interest on tax supported bonds.
- As the City continues to grow and demand for housing keeps taxable values of homes rising each year, the no-new revenue tax rate will decline, thus producing less property tax revenues to sustain operations.
- The second largest revenue source in the General Fund is sales tax. Being able to determine a budget for sales tax revenue due to growth is difficult due to the volatility even in a stable economic environment. Sales tax revenues are always budgeted conservatively.

■ FY2023 FINANCIAL FORECAST

(continued)

- As the City continues with this new growth, demand for services will increase and utility revenues. Staff is planning for future capital demands on infrastructure and will identify operational needs on a year-by-year basis.
- After reviewing the national and state economic forecasts, the major factors that could impact the City of Lockhart in the upcoming second half of the fiscal year would be if high inflation persists, interest rates continue to rise, and fuel prices increase.
- High inflation and rising fuel prices could affect expenses across multiple departments. And high interest rates could deter home buyers and slow revenues associated with new construction and growth.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 18, 2023

AGENDA ITEM CAPTION: Discuss the 2nd Quarter Investment Report for Fiscal Year 2022-23.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Public Funds Investment Act requires local governments to review and accept Quarterly Investment Reports for each quarterly reporting period of the year. The 2nd Quarter for Fiscal Year 2023, ending March 31, 2023 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): n/a

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends the acceptance of the 2nd Quarter Investment Report for Fiscal Year 2022-23.

LIST OF SUPPORTING DOCUMENTS: FY2023 2nd Quarter Investment Report

CITY OF LOCKHART

Quarterly Investment Report
For the Quarter Ended March 31, 2023

April 18, 2023

CITY of LOCKHART
Quarterly Investment Report
For the Quarter Ended March 31, 2023

This report is presented in accordance with the Texas Government Code, Title 10, Chapter 2256, Public Funds Investment; Section 2256.023 known as the “Public Funds Investment Act”. Attached is a detailed City of Lockhart investment report for the period January 1, 2023 through March 31, 2023. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

January 1, 2023

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

Investment Portfolio	
Book Value	Market Value
670,304	670,304
0	0
36,149,658	36,145,370
0	0
36,819,962	36,815,673
852,398	852,398
0	0
38,974,599	38,974,052
0	0
39,826,997	39,826,451

March 31, 2023

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

January 1, 2023

Unrestricted Funds
Restricted Funds
Total Funds

Fund Availability	
10,827,859	10,827,859
25,992,103	25,987,815
36,819,962	36,815,673
10,583,346	10,583,346
29,243,651	29,243,105
39,826,997	39,826,451

March 31, 2023

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

Date

CITY of LOCKHART
Investment Portfolio Summary
For the Quarter Ended March 31, 2023

	Investment Portfolio			
	Book Value	% of Total	Market Value	% of Total
<u>January 1, 2023</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>March 31, 2023</u>				
Cash	852,398	2.1%	852,398	2.1%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	38,974,599	97.9%	38,974,052	97.9%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	39,826,997	100.0%	39,826,451	100.0%
<u>Change in Value</u>				
Cash	182,095		182,095	
Marketable Securities	0		0	
Investment Pools	2,824,941		2,828,683	
Certificates of Deposits	0		0	
Portfolio Total	3,007,036		3,010,778	
<u>Maturity Data</u>				
	0			
	Book Value @ 3/31/2023	Weighted Average Maturity	Yield to Maturity	
Cash	852,398	0 Days	1.00%	
Marketable Securities	0	0 Days	0.00%	
Investment Pools - Texas CLASS	18,918,781	36 Days *	4.86%	
Investment Pools - TexPool	11,394,073	19 Days *	4.61%	
Investment Pools - TexSTAR	8,661,745	39 Days *	4.61%	
Certificates of Deposits	0	0 Days	0.00%	
	39,826,997	31 Days	4.65%	

Benchmark - 4 Week Treasury Bills - Secondary Market @ March 31, 2023

4.65%

* 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	1,869
Marketable Securities	0
Investment Pools - Texas CLASS	215,083
Investment Pools - TexPool	131,866
Investment Pools - TexSTAR	94,315
Certificates of Deposits	0
Total Return on Investment	443,133

CITY OF LOCKHART
Cash Accounts (as reconciled to FLNB)
For the Quarter Ended March 31, 2023

General Operating Account - FLNB		
		<u>Value</u>
January 1, 2023	\$	670,304
Deposits		15,439,776
Withdrawals		(15,259,550)
Interest Earned		1,869
March 31, 2023	\$	852,398

Total Cash Accounts		
		<u>Value</u>
January 1, 2023	\$	670,304
Deposits		15,439,776
Withdrawals		(15,259,550)
Interest Earned		1,869
March 31, 2023	\$	852,398

CITY of LOCKHART
Marketable Securities Transaction Summary
For the Quarter Ended March 31, 2023

<u>Holdings During the Quarter</u>									Beginning Value @ Par	Beginning Book Value	Beginning Market Value	Ending Value @ Par	Ending Book Value	Ending Market Value
<u>Type of Security</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon 0.34%</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>January 1, 2023</u>			<u>March 31, 2023</u>		
								-						0
								-						0
Totals			\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

<u>Maturities</u>							
<u>Type of Security</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>
\$ -							
Totals			\$ -	0.59%			\$ -

CITY OF LOCKHART
Investment Pool Transactions Summary
For the Quarter Ended March 31, 2023

TexPool					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
January 1, 2023	10,878,530	10,875,484	0.99972	15 Days	3.9800%
Deposits	7,875,000				
Withdrawals	(7,491,323)				
Interest Earned	131,866				
March 31, 2023	11,394,073	11,393,275	0.99993	19 Days	4.6100%

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>
December 31, 2022	16,703,697	16,703,697	1.00000	33 Days	4.3200%
Deposits	2,000,000				
Withdrawals	0				
Interest Earned	215,083				
March 31, 2023	18,918,781	18,918,781	1.00000	36 Days	4.8600%

TexSTAR					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
January 1, 2023	8,567,430	8,566,188	0.99986	42 Days	3.9681%
Deposits	0				
Withdrawals	0				
Interest Earned	94,315				
March 31, 2023	8,661,745	8,661,996	1.000029	39 Days	4.6066%

CITY of LOCKHART
Certificates of Deposit Transaction Summary
For the Quarter Ended March 31, 2023

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>	Beginning Face Value	Beginning Market Value	Ending Face Value	Ending Market Value
									January 1, 2023	March 31, 2023	March 31, 2023	March 31, 2023
			<u>\$ -</u>				<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Purchases

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

Maturities

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

<i>City of Lockhart</i>			
<i>Investment Pools</i>			
<u><i>Standard and Poor's Ratings</i></u>			
<u>Month</u>	<u>TexPool</u>	<u>TexSTAR</u>	<u>Texas CLASS</u>
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
January-23	AAAm	AAAm	AAAm
February-23	AAAm	AAAm	AAAm
March-23	AAAm	AAAm	AAAm

<i>City of Lockhart</i>			
<i>Bank Collateralization</i>			
<u><i>Standard and Poor's Ratings</i></u>			
			FLNB
<u>Month</u>			<u>Collateralization *</u>
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
January-23			AAA
February-23			AAA
March-23			AAA
	*	Guaranteed by US government (AAA)	

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 18, 2023

AGENDA ITEM CAPTION: Discuss Ordinance 2023-08 vacating and abandoning approximately 0.112 acres of unused public right-of-way consisting of an alley ranging from 7 to 12 feet in width extending southward from the 200 block of West Olive Street and a 10-foot wide alley extending westward from the southern terminus of the southward alley towards the 800 block of North Blanco Street.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The owners of neighboring properties have petitioned the City to release the alley connecting North Blanco Street to West Olive Street. The property owners have expressed interest in platting their properties to include their share of the alley area and fencing the property lines to reflect the portions of the property that they would acquire. The alley is not paved, and none of the subject right-of-way has been used for any purpose by the City, and it is not anticipated that it will be needed in the future. If the alley is abandoned, a deed or deeds will be created, through which abutting residents would each obtain half of the right-of-way, to the center of the alley.

PROJECT SCHEDULE (if applicable): Not applicable.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Adopt Ordinance 2023-08, abandoning the 0.112-acre alley connecting the 800 block of North Blanco Street and the 200 block of West Olive Street.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2023-08 Alley Abandonment, Exhibit A--N Blanco St and W Olive St Alley Abandonment, Owner consent letters

City of Lockhart, Texas

Council Agenda Item Cover Sheet

ORDINANCE NO. 2023-08

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS ABANDONING A SEGMENT OF AN UNNAMED ALLEY CONNECTING NORTH BLANCO STREET TO WEST OLIVE STREET, COVERING 0.112 ACRES WHICH IS MORE PARTICULARLY DESCRIBED AND OR DEPICTED IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES; AUTHORIZING THE CITY MANAGER TO EXECUTE A DEED OR DEEDS CONVEYING SAID RIGHT-OF-WAY TO ADJACENT PROPERTY OWNERS; PROVIDING THAT ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith SHALL BE REPEALED TO THE EXTENT OF THE CONFLICT ONLY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Lockhart is a home rule municipality; and

WHEREAS, City's Charter, Powers of the city council Section 3.07 (o) provides that the City may exercise exclusive dominion, control and jurisdiction including the right to close and abandon streets and alleys in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the city and provide for the improvement of same as provided in V.T.C.A., Transportation Code Ch. 313, as now or hereafter amended.; and

WHEREAS, Texas Transportation Code Section 311.007 provides that a home rule municipality may vacate, abandon, or close a street or alley; and

WHEREAS, the burden of continued maintenance of streets that are not being used exceeds the benefit that would be incurred if the City continued ownership of the streets; and

WHEREAS, the City Council of the City of Lockhart, Texas has determined and finds it is in the public interest that the heretofore described unnamed alleys, as described and/or depicted in Exhibit A, which is attached hereto and incorporated herein for all purposes, should be abandoned, vacated and closed as a public roadway.

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

Section 1: That the legislative findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2: It is in the public interest to vacate, abandon, and close the segment of the 0.112-acre alley between north Blanco Street and West Olive Street as shown on Exhibit A

Section 3: Said segments of the 0.112-acre unnamed alley are hereby vacated, abandoned, and closed.

Section 4: The City Manager is hereby authorized to convey by Deed without warranty all the interest the City has in and to the segment of the 0.112-acre unnamed alley as shown described in Section 2 of this ordinance to the owners of the abutting properties.

Section 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

Section 6. The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this ordinance.

Section 7. If any provision, section, sentence, clause, or phrase of this ordinance or application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Lockhart City Council in adopting, and the Mayor in approving this Ordinance, that no portion thereof or provisions or regulation contained herein shall become inoperative or fall by reason of any unconstitutionally or invalidity of any portion, provision, or regulation.

Section 8. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 9: That this Ordinance shall become effective from and after its date of passage in accordance with law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS,
THIS THE 18th DAY OF APRIL, 2023.**

**Lew White, Mayor
City of Lockhart**

ATTEST:

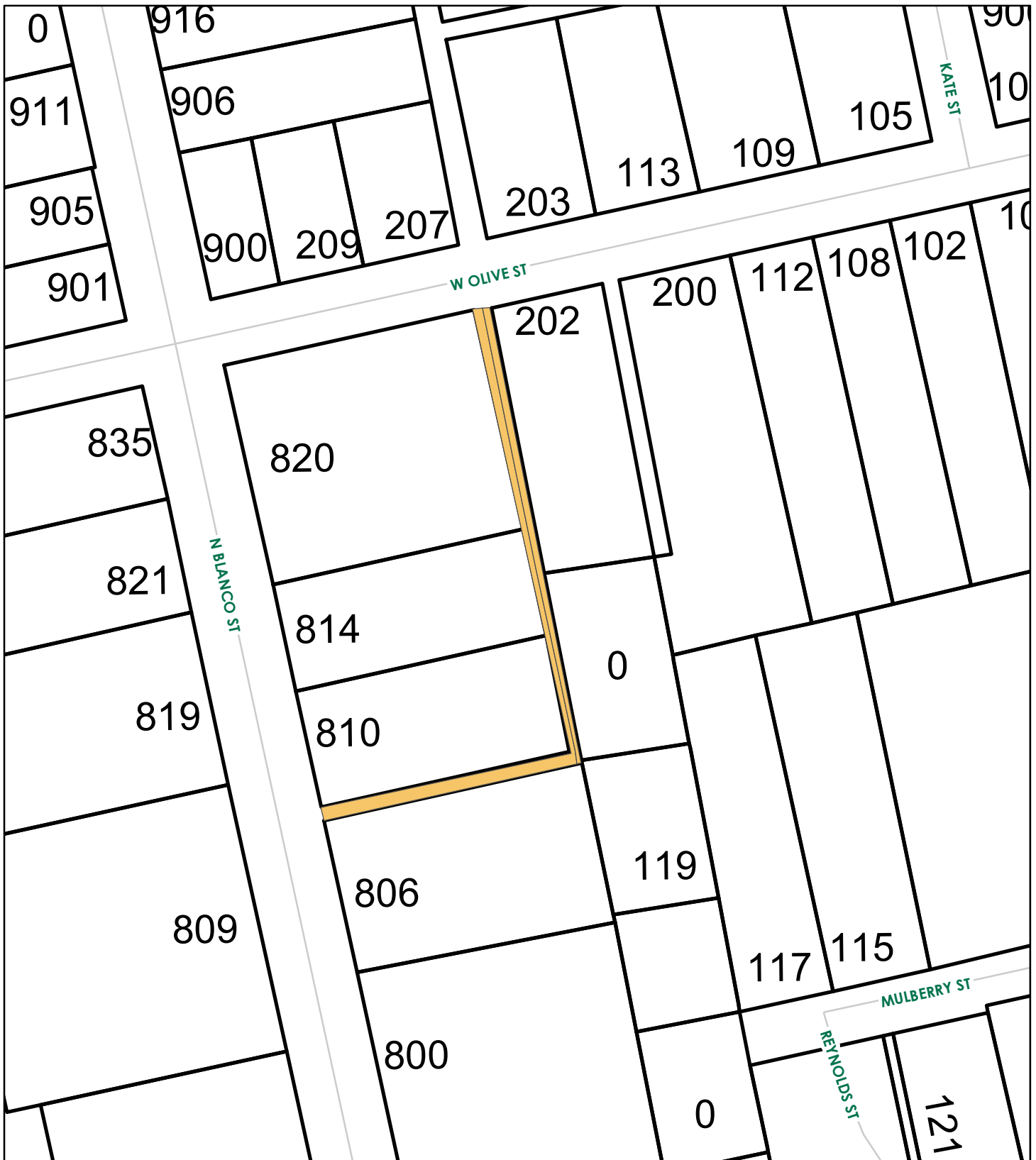
**Julie Bowermon,
Assistant City Secretary
APPROVED AS TO FORM:**

Monte Akers, City Attorney

Ordinance 2023-08

2 of 2

EXHIBIT A



CITY OF
Lockhart
TEXAS

0 50 100 Feet

Legend

-  RIGHT-OF-WAY ABANDONMENT
-  PARCEL BOUNDARY

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

Exhibit B

Current Owner and/or Adjoining Property Owner Abandonment Consent Letter

KENNETH PRICE & ANNA BERMUDEZ has reviewed the attached Exhibit "A", has no objection, and hereby consents to the vacation/abandonment of the street and/or alley right-of-way as illustrated on Exhibit A.

THE UNDERSIGNED WILL HOLD THE CITY OF LOCKHART, TEXAS HARMLESS AND INDEMNIFY IT AGAINST ALL SUITS, COSTS, EXPENSES AND DAMAGES THAT MAY ARISE OR ARISE OR GROW OUT OF SUCH ABANDONMENT.

Owner Signature: [Signature] Date: 10-4-2022

Owner Printed name: KENNETH PRICE

Owner Signature: [Signature] Date: 10-4-2022

Owner Printed name: ANNA BERMUDEZ

Owner Mailing Address: 820 N BLANCO ST LOCKHART, TX 78644

Property Address: 810 NORTH BLANCO STREET

814 NORTH BLANCO STREET

820 NORTH BLANCO STREET

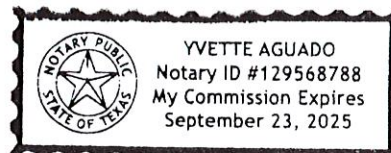
ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

This instrument was acknowledged before me on this the date of October 4, 2022, by

[Signature] [Notary Signature]



Notary Public, State of Texas

Notary's Printed Name: Yvette Aguado

Notary's commission expires: 9-23-25

Exhibit B

Current Owner and/or Adjoining Property Owner Abandonment Consent Letter

506 LLC has reviewed the attached Exhibit "A", has no objection, and hereby consents to the vacation/abandonment of the street and/or alley right-of-way as illustrated on Exhibit A.

THE UNDERSIGNED WILL HOLD THE CITY OF LOCKHART, TEXAS HARMLESS AND INDEMNIFY IT AGAINST ALL SUITS, COSTS, EXPENSES AND DAMAGES THAT MAY ARISE OR ARISE OR GROW OUT OF SUCH ABANDONMENT.

Owner Signature: [Signature] Date: 9/26/2022

Owner Printed name: 506 LLC, HALLY THATCHER, member

Owner Signature: _____ Date: _____

Owner Printed name: _____

Owner Mailing Address: _____

Property Address: 202 WEST OLIVE STREET

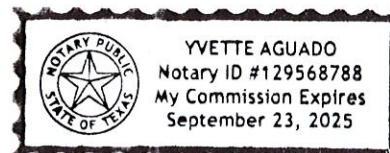
ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

This instrument was acknowledged before me on this the date of September 26, 2022, by

[Signature] [Notary Signature]



Notary Public, State of Texas

Notary's Printed Name: Yvette Aguado

Notary's commission expires: 9-23-2025

Exhibit B

Current Owner and/or Adjoining Property Owner Abandonment Consent Letter

MARY GONZALES has reviewed the attached Exhibit "A", has no objection, and hereby consents to the vacation/abandonment of the street and/or alley right-of-way as illustrated on Exhibit A.

THE UNDERSIGNED WILL HOLD THE CITY OF LOCKHART, TEXAS HARMLESS AND INDEMNIFY IT AGAINST ALL SUITS, COSTS, EXPENSES AND DAMAGES THAT MAY ARISE OR GROW OUT OF SUCH ABANDONMENT.

Owner Signature: Mary Gonzales Date: 9-29-22

Owner Printed name: MARY GONZALES

Owner Mailing Address: 806 N. Blanco Lockhart TX

Property Address: 806 NORTH BLANCO STREET

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

This instrument was acknowledged before me on this the date of SEPTEMBER 29, 2022, by

MARIA GONZALES Julie Mladenska Bowermon [Notary Signature]

Notary Public, State of Texas

Notary's Printed Name: JULIE MLADENKA BOWERMON

Notary's commission expires: 4/26/2023

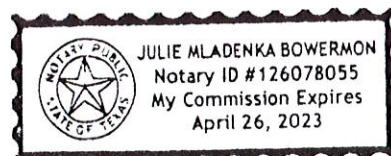


Exhibit B

Current Owner and/or Adjoining Property Owner Abandonment Consent Letter

TERESA VALDEZ has reviewed the attached Exhibit "A", has no objection, and hereby consents to the vacation/abandonment of the street and/or alley right-of-way as illustrated on Exhibit A.

THE UNDERSIGNED WILL HOLD THE CITY OF LOCKHART, TEXAS HARMLESS AND INDEMNIFY IT AGAINST ALL SUITS, COSTS, EXPENSES AND DAMAGES THAT MAY ARISE OR ARISE OR GROW OUT OF SUCH ABANDONMENT.

Owner Signature: Teresa Valdez Date: 09-19-2022

Owner Printed name: Teresa Valdez

Owner Mailing Address: 1331 Chalmers Ave / San Antonio TX 78211

Property Address: 119 MULBERRY STREET

PROPERTY ID 18384

ACKNOWLEDGMENT

THE STATE OF TEXAS §

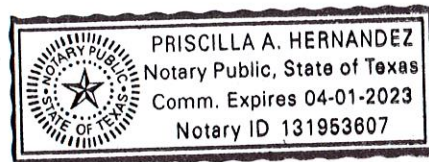
COUNTY OF CALDWELL §

This instrument was acknowledged before me on this the date of September 19, 2022, by
[Signature] [Notary Signature]

Notary Public, State of Texas

Notary's Printed Name: Priscilla A. Hernandez

Notary's commission expires: 04-01-2023



City of Lockhart
Lockhart, Tx 78644

Dear City Management

We own the following properties;

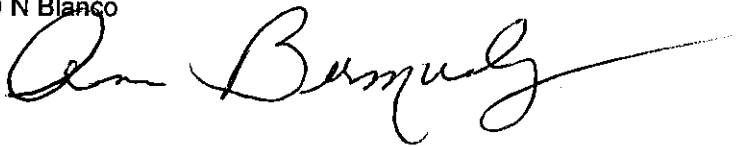
810 N Blanco
814 N Blanco
820 N Blanco
824 N Blanco

We understand there is a 10 foot alley that backs all four properties that is owned by the City of Lockhart, but this alley is not maintained by the City. We would like to see if the City would consider abandoning the property and allowing us to take over ownership, fence it in with our existing properties, and mow and maintain this current alley.

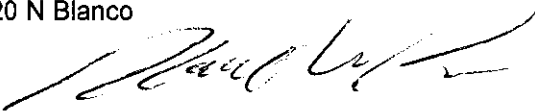
We platted 820 N Blanco and 824 N Blanco together a while back, and we would like to plat 810 N Blanco and 814 N Blanco together with 820 and 824, but before we erect the back fence, we would like to get a decision regarding the alley so that we can put the fence on the correct property line with a newly platted survey line.

We look forward to your response.

Anna Bermudez
820 N Blanco



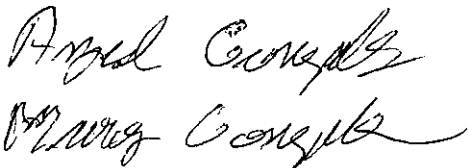
Kenneth Price
820 N Blanco



Teresa Valdez
1331 Chalmers Ave
San Antonio, TX



Angel and Mary Gonzalez
806 N Blanco



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 18, 2023

AGENDA ITEM CAPTION:

Discuss a work authorization for Halff Associates, under the Master General Services Agreement, to renovate Lions Park.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: Halff Associates has been contracted to provide General Services for the Parks & Recreation Department to renovate the city parks and assist with ongoing projects. The third Work Authorization provides for the scope of work to renovate Lions Park.

PROJECT SCHEDULE (if applicable): project to begin immediately

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Funds for this project have been allocated from ARPA funds and approved in the Council meeting on 3/7/2023.

PREVIOUS COUNCIL ACTION: Council approved the Master General Services Agreement for Halff Associates in the meeting on 3/7/2023.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Approve

LIST OF SUPPORTING DOCUMENTS: Work Authorization 3 - Lions Park

EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED
HALFF ASSOCIATES, INC

PURPOSE

The purpose of the services proposed herein is for Halff Associates, Inc. (HALFF) to provide professional planning and design services for the City of Lockhart (CITY) by preparing a conceptual master plan for Lion's Park, located at 400 South Colorado, Lockhart, Texas 78644.

PROJECT UNDERSTANDING

The site is 3.47 acres of developed parkland adjacent to Downtown Lockhart, between US-HWY 183 and Brazos Street. The 2018 Lockhart Parks, Recreation & Open Space Master Plan (PRMP) identifies the park as a community park intended to serve the entire community due to its proximity to a major highway; however, because the park is adjacent to a neighborhood, the PRMP notes that Lion's Park also functions as a neighborhood park. The park includes two (2) playgrounds, two (2) picnic shelters, picnic tables, BBQ Grills, trash receptacles, a restroom, foot bridges over a drainage ditch that runs through the park from north to south, and two Texas Historical Markers, one describing the Battle of Plum Creek, and the other accompanying the historic Brock cabin that belonged to one of Lockhart's founders. The 2018 PRMP did not identify any additional programming that should be considered in Lion's Park, only minor repairs to the foot bridges, as well as updating to the restrooms and signage. Stakeholder discussions during development of the PRMP suggested to provide a "fenced, safe area for age-appropriate play elements." While Lion's Park provides two play areas, one with 2-5 play equipment and the other with 5-12 playground equipment, neither area is fenced.

PROJECT ASSUMPTIONS

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation. The CITY will supply existing and proposed available data related to the project site to HALFF, as available. Existing data to be provided shall consist of the following at a minimum:

- 1. Existing Property Information** – boundary surveys, plats, deeds, easement information or any other existing or proposed property/right-of-way information related to the project area.
- 2. Existing Utility Information** –as-built plans for all existing utilities located within the limits of the project site. Plans shall show all utilities including but not limited to water, sanitary sewer, storm sewer, water quality/detention facilities, or any utilities related to or associated with the project. The CITY will also provide any dry utility information (Lockhart Electric, LCRA, etc.) for the project site.
- 3. Other Applicable Information** – such as hydraulic/drainage reports, environmental reports, etc. that would be beneficial to the project.

Given the above stated purpose and project assumptions, HALFF will provide the following basic services per project phases listed once the CITY has issued an executed agreement.

BASIC SERVICES

Phase 1: Project Administration

HALFF team members will conduct administrative activities throughout the project term. Examples of relevant activities may include, but are not limited to, the following: virtual meetings and/or phone calls with CLIENT and City staff not accounted for below, internal quality assurance/quality control (QA/QC protocol) contract administration, invoicing, and progress reporting.

Phase 2: Site Inventory & Analysis

This phase will include collecting all pertinent data applicable to the master planning process, including previous studies and relevant GIS data. A comprehensive site inventory will be performed as a precursor to the public input process. This phase includes the following tasks:

1. Conduct a virtual project initiation meeting and obtain data. *One, one-hour virtual meeting.*
2. Prepare a preliminary base map of available site data. HALFF will use data provided by CITY and current available LIDAR imagery and topography for base map. Existing tree canopy limits and critical site features will be located using high resolution aerial imagery on the base map. Design survey with tree canopy, topography and surface utilities are not included in this scope of services.
3. Research and assess surrounding land use trends and transportation (including bicycle and pedestrian connectivity opportunities).
4. Conduct site inventory with CITY staff to determine surrounding influences, establish site conditions critical to the project's development, assess the existing restroom facility, and photograph existing conditions. *One two-hour meeting at project site.*
5. Prepare photo inventory map and refine base map to include critical site conditions, opportunities and constraints identified during the site visit.

Deliverables: Digital PDF of base map and photo inventory.

Phase 3: Program Development | Uncovering the Community Vision

This phase includes public outreach to identify the community's vision for the future park development. Key person/stakeholder interviews, adjacent neighborhood outreach, and other public engagement to identify community preferences and potential program elements (subject to the site constraints) are included in this process. This phase includes the following tasks:

1. Develop public outreach plan and coordinate with CITY's project manager and communications department on outreach schedule, survey, and materials.
2. Conduct key person/stakeholder interviews with persons/groups identified by the CITY including, but not limited to area homeowner associations, nearby businesses, preservation groups, and CITY staff members. *Three, two-hour meetings over the course of a single day.*
3. Prepare online survey to collect public feedback.
4. Summarize preliminary findings and discuss with CITY staff.

Deliverables: Digital PDF report of illustrations/graphics and public comments.

Phase 4: Park Master Planning | Consensus Building & Adoption

This phase includes preparation of potential alternatives for the future layout and programmatic

configuration of Lion’s Park. The alternatives will be presented to the public. Community preferences will be compiled to determine the preferred vision for park. A final master plan will be reviewed by CITY staff. The final plan will be presented at the third public meeting and CITY Council. This phase includes the following tasks:

1. Develop two (2) preliminary concept plans delineating overall character and image of the park based on program development and community vision for the park. Review with CITY staff via one one-hour virtual meeting for comment.
2. Facilitate Public Meeting – Recap findings for the park and present two (2) preliminary concept plans explaining how public input was incorporated into each plan. The intent of this meeting is to determine what ideas are liked, which ones need refinement and which ones to remove. *One, two-hour weekday evening meeting.*
3. Develop refined preliminary master plan and supporting graphics (3 perspectives) and draft report, including proposed phasing, budget opinion of probable construction costs (OPCC), and draft Maintenance-Operations-Revenue-Expenses (MORE) plan. Review with CITY staff.
4. Develop final illustrative master plan, supporting graphics, OPCC, MORE plan and final draft report. Review with CITY staff.
5. Present final draft master plan to CITY Council for review and adoption. *One meeting.*

Deliverables: Digital PDF format of all maps/graphics and reports and three (3) hard copies of master plan report.

SCHEDULE

Upon receipt of a fully executed contract, HALFF shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We also acknowledge that the CLIENT is to be regularly and routinely consulted in connection with the performance hereunder.

ADDITIONAL SERVICES

The following services are not included in the proposed basic services. HALFF can provide services list at the request of the CITY. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as needed. Items that are considered additional services include:

1. Graphics and marketing material other than indicated in basic services.
2. Topographical and design surveys.
3. Construction document, permitting, bidding and/or construction phase services.
4. Environmental analysis and permitting, or hydraulic/hydrology study and analysis
5. Design of areas outside the limits of the project site.
6. Additions to the project scope or budget that causes additional work.
7. Additional meetings or workshops not identified in the project scope.
8. Revisions to the concepts by the CITY after the final master plan and report are complete and adopted by the CITY.

9. Permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.
10. Design of gas, telephone, or other utility improvements.
11. Printing of drawings or maps, except as noted herein.
12. Negotiations/agreements with adjacent property owners.
13. Any additional work not specifically included in the basic services of this proposal.

EXHIBIT B
BASIS OF COMPENSATION
HALFF ASSOCIATES, INC

Basic Services as described in 'EXHIBIT A' will be provided for a total lump sum fee of \$35,235.00. The overall fee total shown will not be exceeded without prior written authorization by the CITY.

Reimbursable Expenses of \$1,000.00 shall include expenses for supplies, equipment, transportation and travel, printing of plans, presentation boards, graphic boards and similar incidentals. Proof of reimbursable expenses shall be provided to the City with the respective invoice.

Payment for total services as described in 'EXHIBIT A' will be invoiced to the CITY on a monthly basis, based upon a percentage of completed tasks. Below is a cost breakdown of the Basic Services:

PHASE FEE

Phase 1: Project Administration	\$	1,140.00
Phase 2: Site Inventory & Analysis	\$	5,025.00
Phase 3: Program Development Uncovering the Community Vision	\$	3,580.00
<u>Phase 4: Park Master Planning Consensus Building & Adoption</u>	<u>\$</u>	<u>24,490.00</u>
Subtotal Professional Services	\$	34,235.00
Reimbursable Expenses (Allowance)	\$	1,000.00
Total	\$	35,235.00

WORK AUTHORIZATION NUMBER 3

This Work Authorization is made as of this 21st day of March, 2023, under the terms and

conditions established in the Master Agreement for Professional Services (Lockhart Parks & Recreation General Services), dated March 7th, 2023 (the Agreement), between Lockhart, Texas (City) and Halff Associates, Inc. (HALFF). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

The City has retained HALFF to provide professional services necessary to conceptual drawings, public engagement and preliminary cost estimates, (the "Project")

Section A. - Scope of Services

A.1. HALFF shall perform the following Services:

Per Exhibit A - Scope of Work

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the City:

Per Exhibit A – Scope of Work

A.3. In conjunction with the performance of the foregoing Services, HALFF shall provide the following submittals/deliverables (Documents) to City:

Per Exhibit A – Scope of Work

Section B. - Applicable Period and Schedule

This Work Authorization shall be effective as of March 24th, 2023 and continue until August 24th, 2023. HALFF shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, City shall pay to HALFF on a lump sum basis in the amount of \$33,095.00. The overall fee total shown will not be exceeded without prior written authorization by the CITY.

C.2. Reimbursable Expenses of \$1,000.00 shall include expenses for supplies, equipment, transportation and travel, printing of plans, presentation boards, graphic boards and similar incidentals. Proof of reimbursable expenses shall be provided to the City with the respective invoice.

C.3. Payment for total services as described in 'EXHIBIT A' will be invoiced to the CITY on a monthly basis, based upon a percentage of completed tasks.

Section D. - City's Responsibilities

City shall perform and/or provide the following in a timely manner so as not to delay the Services of HALFF. Unless otherwise provided in this Work Authorization, City shall bear all costs incident to compliance with the following:

D.1. The City will provide any available data and supporting information that the City has in its possession relevant to the work and necessary for use by HALFF to complete this work authorization.

D.2. The City will render decisions expeditiously for the orderly progress of HALFF's services, including placing items on agendas to be considered by the City Council as necessary.

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

E.1. Not applicable.

IN WITNESS WHEREOF, the City and HALFF have executed this Work Authorization.

Lockhart, Texas
(City)

By: _____

Name: _____

Title: _____

Date: _____, 20__

Halff Associates, Inc.
(HALFF)

By:  _____

Name: James Hemenes

Title: Director of Landscape Architecture

Date: March 15, 2023

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 18, 2023

AGENDA ITEM CAPTION: Postpone public hearing regarding application ZC-23-03 by Monte J. Guidry requesting a ZONING CHANGE from CHB Commercial Heavy Business District to to RMD Residential Medium Density District on a total of 0.205 acres in the Byrd Lockhart League, Abstract No. 17, Located at 1013 North Colorado Street (US 183) until May 16, 2023 at 7:30 PM.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION:

PROJECT SCHEDULE (if applicable): None.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

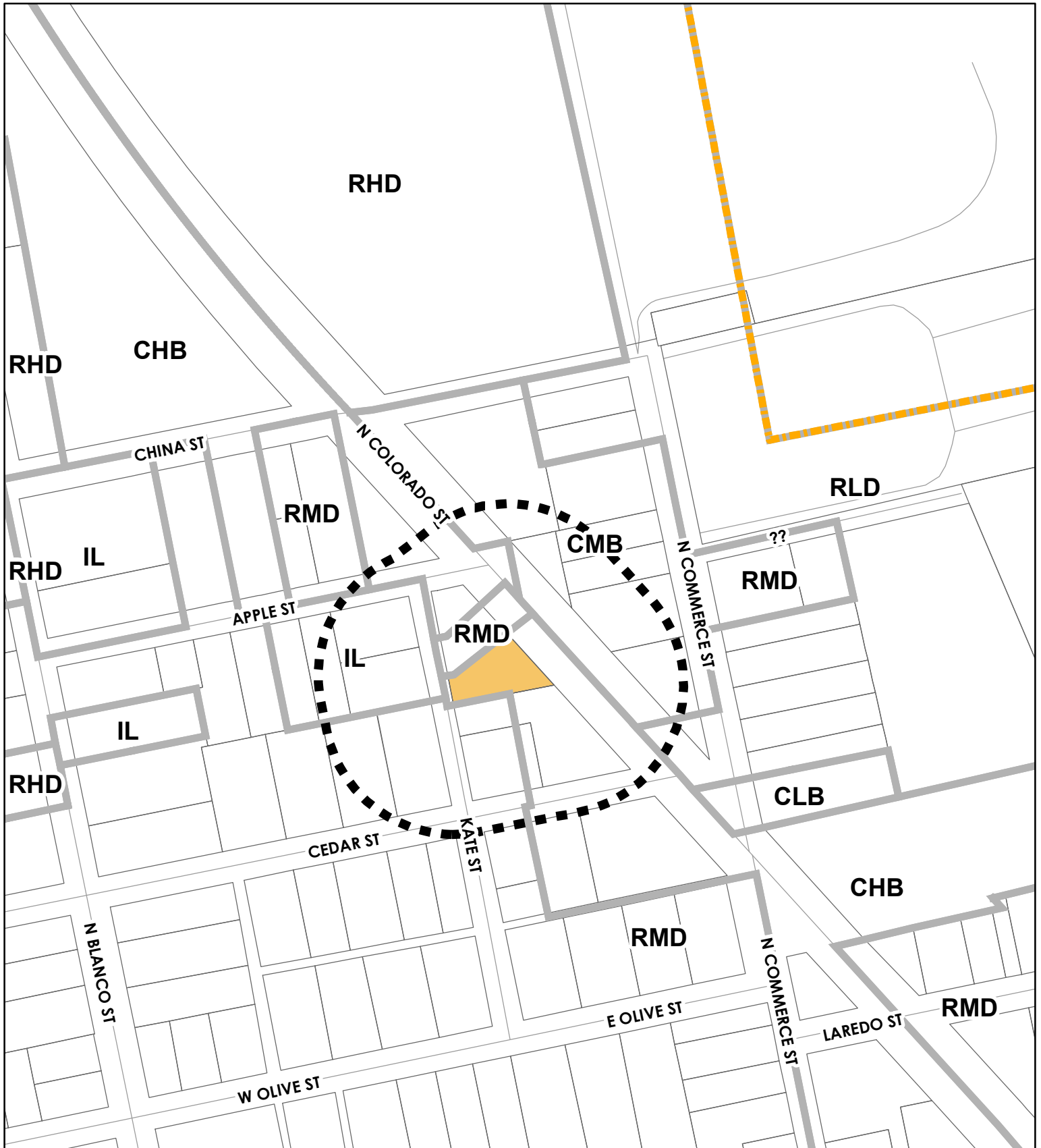
FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission voted to postpone the item at its April 12, 2023 meeting. Staff has requested an updated survey of the subject property before the item is rescheduled. The item will be heard at the Planning and Zoning Commission again before being scheduled for a City Council meeting. Based on this timeline, we are recommending a postponement until the May 16, 2023 City Council Meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: POSTPONE the public hearing regarding application ZC-23-03 until the May 16, 2023 City Council meeting at 7:30 PM.

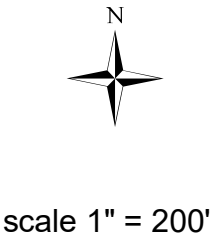
LIST OF SUPPORTING DOCUMENTS: ZC2303 case map, ZC2303 aerial, ZC2303 zoning, ZC2303 future landuse, zc-23-03 staff report



ZC-23-03

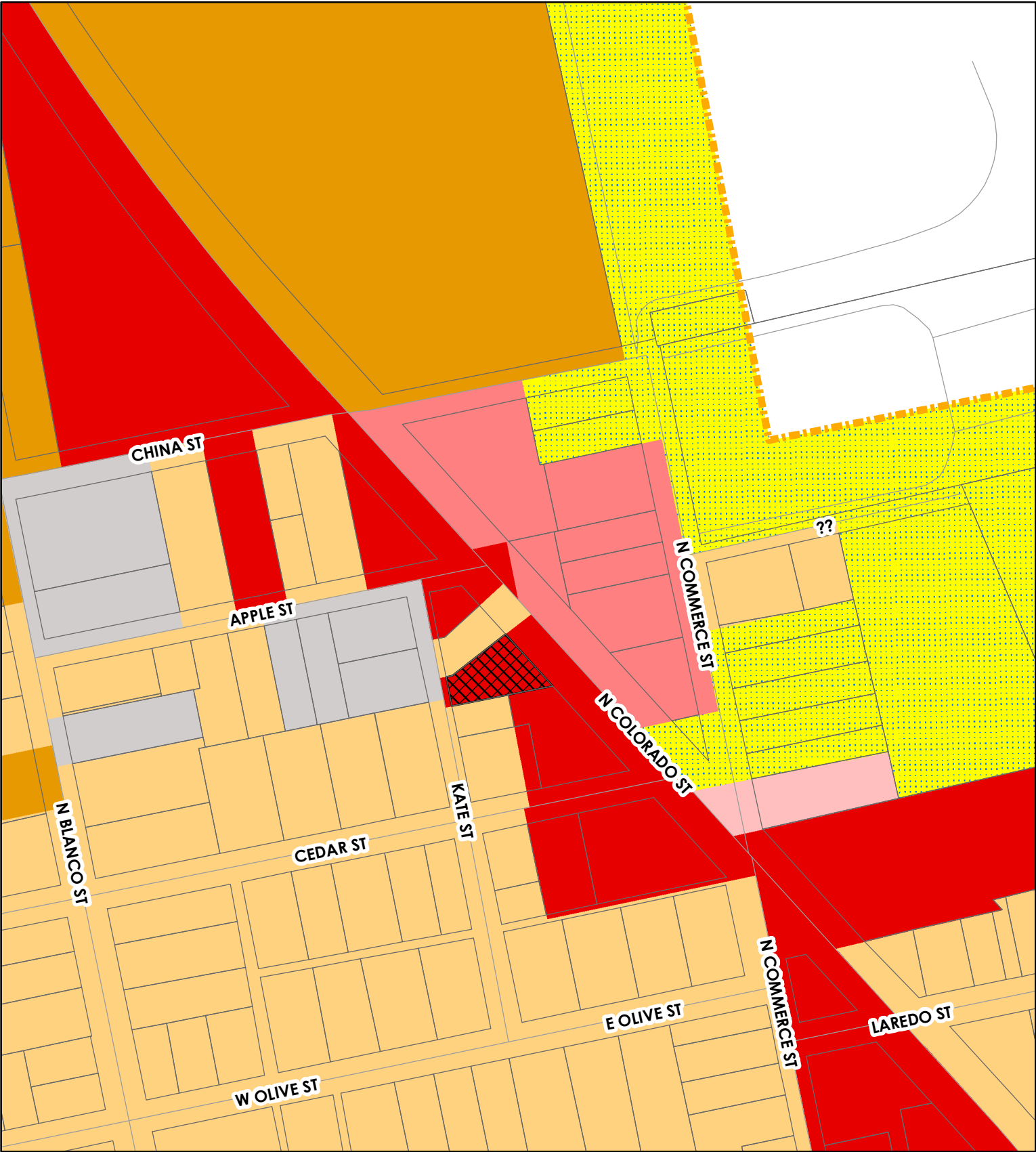
CHB TO RMD

1013 N COLORADO ST



- SUBJECT PROPERTY
- ZONING BOUNDARY
- CITY LIMITS
- 200 FT BUFFER





ZC-23-03

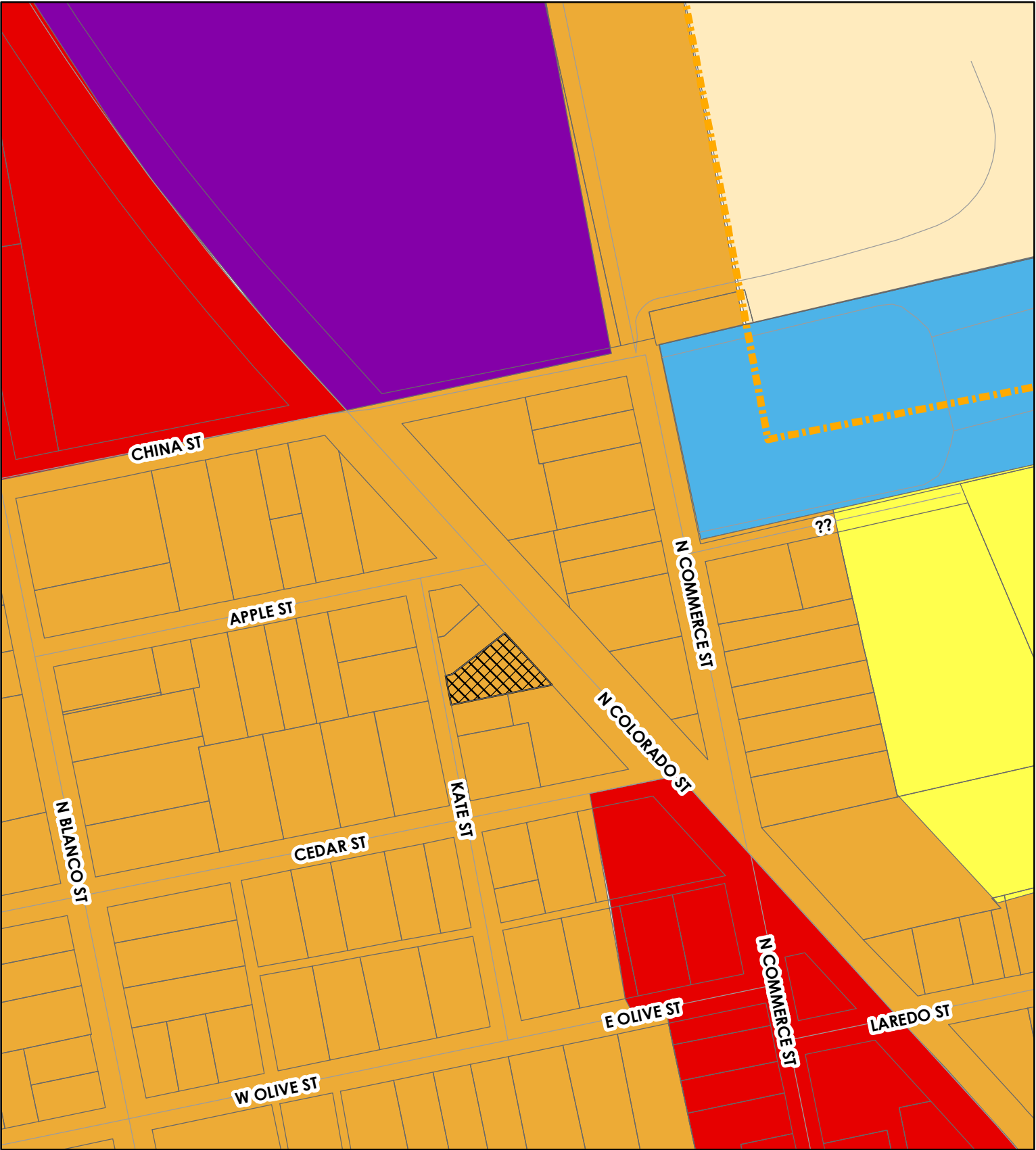
CHB TO RMD

1013 N COLORADO ST



scale 1" = 200'

- ZONING DISTRICTS**
- COMMERCIAL HEAVY BUSINESS
 - COMMERCIAL LIGHT BUSINESS
 - COMMERCIAL MEDIUM BUSINESS
 - INDUSTRIAL LIGHT
 - RESIDENTIAL HIGH DENSITY
 - RESIDENTIAL LOW DENSITY
 - RESIDENTIAL MEDIUM DENSITY



FUTURE LANDUSE

CHB TO RMD

1013 N COLORADO ST



scale 1" = 200'

- AGRICULTURE/RURAL DEVELOPMENT
- GENERAL-HEAVY COMMERCIAL
- MIXED RETAIL, OFFICE, RESIDENTIAL
- PUBLIC AND INSTITUTIONAL
- RESIDENTIAL, LOW DENSITY
- RESIDENTIAL, MEDIUM DENSITY

CASE SUMMARY

STAFF: David Fowler, Planning Director
 REPORT DATE: April 6, 2023
 PLANNING AND ZONING COMMISSION HEARING DATE: April 12, 2023
 CITY COUNCIL HEARING DATE: April 18, 2023
 REQUESTED CHANGE: CHB to RMD
 STAFF RECOMMENDATION: **Denial**
 PLANNING AND ZONING COMMISSION RECOMMENDATION: **Postpone**

CASE NUMBER: ZC-23-03

BACKGROUND DATA

APPLICANT: Monte J, Guidry
 OWNER: Same
 SITE LOCATION: 1013 North Colorado Street
 LEGAL DESCRIPTION: Metes and bounds
 SIZE OF PROPERTY: 0.205 acres
 EXISTING USE OF PROPERTY: Residential
 LAND USE PLAN DESIGNATION: *Agriculture/Rural Development and General-Heavy Commercial*

ANALYSIS OF ISSUES

REASON FOR REQUESTED ZONING CHANGE The applicant proposes to rezone the subject property in order to permit the structure on the rear of the lot as an Accessory Dwelling Unit General. The existing house is allowed to be occupied as an existing nonconforming use, however accessory dwelling units would only be allowed if the property were rezoned to a residential zone that allows accessory dwelling units. The RMD district has been selected, as the zoning district would allow the accessory dwelling, subject to approval of a Specific Under Permit.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Residential Commercial	RMD, CHB	<i>Medium Density Residential</i>
East	Commercial	CMB	<i>Medium Density Residential</i>
South	Residential, Commercial	CHB	<i>Medium Density Residential, General-Heavy Commercial</i>
West	Residential	RMD, ETJ	<i>Medium Density Residential, Low-Density Residential</i>

TRANSITION OF ZONING DISTRICTS: The property's current zoning is consistent with the western frontage of Colorado Street in the area. Other than the lot to the immediate north, all other lots along that frontage share the property's current RHD zoning.

ADEQUACY OF INFRASTRUCTURE: Adequate City water service is currently available in the Kate Street and North Colorado Street rights-of-way. There are 6-inch water and wastewater lines along Kate Street and a 6-inch sewer line in the Colorado Street right-of-way adjacent to the property.

POTENTIAL NEIGHBORHOOD IMPACT: The proposed zoning change would not alter the property's current residential use, however the proposed accessory dwelling unit could create more traffic on Kate Street.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed RMD zoning is consistent with the *Medium Density Residential* designation for the property on the future Land Use Plan map. However, the site's commercial zoning along the North Colorado Street Corridor is consistent with neighboring properties. City staff has no intention to rezone the corridor to change the zoning to residential.

ALTERNATIVE CLASSIFICATIONS: None more appropriate.

RESPONSE TO NOTIFICATION: None, as of the date of this report.

STAFF RECOMMENDATION: Denial. City staff is not able to recommend approval due to the nature of the types of structures on the lot and how they are placed on the site. Staff had advised the applicant that the only way the garage located on the site could be converted to an accessory dwelling unit was through changing the zoning of the property to a residential district and subsequent approval of a Specific Use Permit for an Accessory Dwelling Unit-General. At the time of the application, planning staff was unaware of the full scope of issues facing the property. These issues have become more apparent with research for the zoning change staff report. The garage structure appears to have been converted illegally into a dwelling unit between 2020 and 2022, before the current owner had purchased the property. No permits were ever issued for the garage conversion. The garage structure appears to violate streetside and side setback requirements and may even cross the property line to the south. The rear building does not have paved off-street parking and may not have room for adequate parking without encroaching the right-of-way. A privacy fence has also been constructed along the lot line without a permit. This fence also appears to encroach the side lot line to the south.

The City of Lockhart's Building Official has identified numerous issues on the site, including electrical violations, hazardous plumbing, as well as the illegal residential conversion and possible issues that could make upgrading the unit to meet codes difficult. Because the garage structure has been in place for some time, it may be used as a garage for the main house. However, the illegal conversion of the garage grants no rights to use the structure as an accessory dwelling unit. If the zoning change is approved, several variances would be required prior to the property being eligible for a Specific Use Permit. Similarly, all code violations the Building Official has identified would need to be cleared. Seeing the noncompliant state of the garage building and the fact that the zoning change was submitted for the sole purpose of being able to use the garage building as a rental accessory building, which would perpetuate an illegal building conversion, staff recommends denial of the zoning change application.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 18, 2023

AGENDA ITEM CAPTION: Approve Amended and Renewal of Interlocal Agreement with Plum Creek Water Partnership and authorizing the City Manager to sign the document if approved.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The Plum Creek Partnership was created in 2006 and was established to restore and protect the waters of the Plum Creek. In 2011, the City along with the other governmental agencies and utilities entered into an Interlocal Agreement regarding the partnership, which was renewed January 1, 2018.

The Amended and Renewal Interlocal Agreement establishes the primary responsibilities and tasks of the Plum Creek Watershed Coordinator, found on Attachments A & B. The agreement also sets forth the annual financial commitment for each entity based on population and square miles. The City's annual commitment is \$2,686. The term of the agreement is for (1) year and will automatically renew each year.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$2,686

Account Number: 275-5199-299-00

Funds Available: \$43,008

Account Name: Other Contracts & Services

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: July 2011- Entered ILA with Plum Creek Partnership
December 2015- Approved ILA Renewal
December 2017- Approved ILA Renewal

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of ILA to continue participation in the Plum Creek Watershed Protection Plan.

LIST OF SUPPORTING DOCUMENTS: 2023 PLUM CREEK INTERLOCAL AGREEMENT

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMENDMENT FINAL 4-3-23

**INTERLOCAL AGREEMENT AMENDMENT AND RENEWAL AMONG
HAYS COUNTY, CALDWELL COUNTY, CITY OF LULING, CITY OF KYLE,
CITY OF BUDA, CITY OF LOCKHART, CITY OF UHLAND,
GUADALUPE-BLANCO RIVER AUTHORITY, PLUM CREEK CONSERVATION DISTRICT,
AQUA WATER SUPPLY CORPORATION, CALDWELL-TRAVIS SOIL AND WATER
CONSERVATION DISTRICT #304, AND HAYS COUNTY SOIL AND WATER
CONSERVATION DISTRICT #351, REGARDING IMPLEMENTATION OF THE PLUM CREEK
WATERSHED PROTECTION PLAN**

This Interlocal Agreement Amendment and Renewal (“Amendment”) is made and entered into, effective the ____ day of _____, 2023 (“Effective Date”) by and among Hays County, Texas (“Hays County”); Caldwell County, Texas (“Caldwell County”); City of Luling (“Luling”); City of Kyle (“Kyle”); City of Buda (“Buda”); City of Lockhart (“Lockhart”); City of Uhland (“Uhland”); Guadalupe-Blanco River Authority (“GBRA”); Plum Creek Conservation District (“PCCD”); Aqua Water Supply Corporation (“Aqua Water”); Caldwell-Travis Soil and Water Conservation District #304 (“Caldwell-Travis SWCD”); and Hays County Soil and Water Conservation District #351 (“Hays County SWCD”); jointly known as the “Financing Parties.” This Amendment is entered into by the Financing Parties pursuant to the authority granted and in compliance with the provisions of the “Interlocal Cooperation Act,” as amended, Chapter 791, Texas Government Code. This Amendment is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

WHEREAS in 2006, the Plum Creek Watershed Partnership (“PCWP”) was established to restore and protect the water quality in Plum Creek, a tributary of the San Marcos River in the Guadalupe River Basin of Texas, and each Financing Party named above has representatives on the PCWP Steering Committee that is described in and operates under the PCWP Ground Rules dated May 5, 2006 (“Ground Rules”), throughout that time; and

WHEREAS since that time several million dollars have been dedicated to the development and implementation of the highly recognized Plum Creek Watershed Protection Plan (“WPP”); and

WHEREAS the Plum Creek WPP is a roadmap to restore water quality in Plum Creek and includes recommendations on data collection and water quality monitoring, implementation of best management practices to address pollution from agriculture and urban sources, and outreach and education; and

WHEREAS the Plum Creek WPP satisfies the U.S. Environmental Protection Agency’s (“EPA”) guidelines and expectations for a WPP; and

WHEREAS the Plum Creek Watershed Coordinator (“PCWP Watershed Coordinator”), through an existing grant from the Texas State Soil and Water Conservation Board (“TSSWCB”), EPA, and the Financing Parties, payable and available to the PCWP Watershed Coordinator, facilitates the PCWP; secures additional funding through writing grants; tracks the progress of implementing the Plum Creek WPP; and reports water quality trends resulting from implementation of the Plum Creek WPP; and

WHEREAS on July 11, 2011, the Financing Parties entered into the Interlocal Agreement Among Hays

County, Caldwell County, City of Luling, City of Kyle, City of Buda, City of Lockhart, City of Uhland, Guadalupe-Blanco River Authority, Plum Creek Conservation District, Aqua Water Supply Corporation, Caldwell-Travis Soil and Water Conservation District #304, and Hays County Soil and Water Conservation District #351 for the protection of the Plum Creek Watershed (“Interlocal Agreement”); and

WHEREAS on November 20, 2018, the Financing Parties entered into the Renewal and Extension of the Interlocal Agreement Among Hays County, Caldwell County, City of Luling, City of Kyle, City of Buda, City of Lockhart, City of Uhland, Guadalupe-Blanco River Authority, Plum Creek Conservation District, Aqua Water Supply Corporation, Caldwell-Travis Soil and Water Conservation District #304, and Hays County Soil and Water Conservation District #351, Regarding Implementation of the Plum Creek Watershed Protection Plan (“Renewal and Extension”); and

WHEREAS the Financing Parties desire to ensure continued implementation of the Plum Creek WPP;

NOW THEREFORE, the Financing Parties have mutually agreed to amend and renew the Interlocal Agreement and to proceed as follows:

ARTICLE I PCWP WATERSHED COORDINATOR

The Financing Parties agree to continue their support for the funding of a PCWP Watershed Coordinator for implementation of the Plum Creek WPP. Such program will continue to be the responsibility of the PCWP.

ARTICLE II MANAGING PARTNER

GBRA was designated as Managing Partner by the PCWP Steering Committee, following the execution of the Interlocal Agreement, and will continue to serve in this role. The Managing Partner will be responsible for updating the job description and responsibilities of the PCWP Watershed Coordinator, as needed, with input from the PCWP Steering Committee. The PCWP Steering Committee will continue to follow the Ground Rules.

The Managing Partner will supervise the PCWP Watershed Coordinator. As needed, the Managing Partner, after consulting with PCWP Steering Committee members, will serve as the hiring manager to fill the PCWP Watershed Coordinator position in the event that the position becomes vacant. The Managing Partner may, at its discretion, form a hiring committee comprised of members selected from the PCWP Steering Committee. The PCWP Watershed Coordinator will continue to be housed at a location in the watershed that the Managing Partner approves of, after consulting with the PCWP Steering Committee.

ARTICLE III PLUM CREEK WATERSHED COORDINATOR

The primary responsibilities of the PCWP Watershed Coordinator are stated and listed in Attachment A to this Amendment. Additionally, various other tasks of the PCWP Watershed Coordinator are stated and listed on Attachment B.

ARTICLE IV FUNDING

Any payments made by or financial obligations of any Financing Party relating to this Amendment shall be made from current revenues available to the Financing Party and shall be made to the Managing Partner. The Managing Partner is authorized to deposit all funds received from Financing Partners pursuant to this Amendment in applicable bank accounts and is authorized to spend such funds to implement this Amendment in accordance with the approved budget, provided, however, that any proposed expenditure of funds herein in excess of \$1,000.00, except the salary of the PCWP Watershed Coordinator, shall be first approved by the PCWP Steering Committee. The Financing Parties agree that the estimated annual budget balance, not including a grant reward, is approximately \$48,000.00 with said amount being allocated among several Financing Parties in accordance with Attachment C to this Amendment.

The Financing Parties further agree that other opportunities for funding shall be actively pursued by the PCWP Steering Committee, the Managing Partner, and PCWP Watershed Coordinator throughout the term of this Amendment. Other sources of funding which shall be pursued include, but are not limited to, federal, state, non-profit, non-government affiliated private or public grants, and other state and federal funding opportunities.

ARTICLE V STATISTICS AND DOCUMENTS

The Managing Partner shall properly, accurately, and completely maintain all documents, papers, records, and other evidence regarding implementation of this Amendment. To further the purpose of cooperative administration of the activities described within this Amendment, the Managing Partner agrees, if requested, to make documents and record materials associated with expenditures under this Amendment available to each Financing Party, upon reasonable notice, and as often as each Financing Party may require for purpose of inspection, examination, and/or copying of same.

The Managing Partner shall maintain and retain a complete set of any and all documents, papers, records, and other evidence produced as a result of this Amendment and ensure that this Amendment is publicly available in the form of a PDF version of this Amendment on the PCWP website. If necessary, a reproduction of a document may be submitted and it shall be so marked.

ARTICLE VI DISPUTES

The Financing Parties agree to use due diligence to cooperate and communicate with each other to resolve any and all disputes which may arise under this Amendment. The Financing Parties agree that before they exercise the termination rights described in Article VIII, they will attempt to resolve the dispute and will allow the non-disputing Financing Parties the opportunity to cure the alleged dispute. In the event they are unable to do so, the Financing Parties agree to mediate the dispute prior to exercising their termination rights.

ARTICLE VII TERM

This Amendment shall be effective on the date the last of the Financing Parties signs this Agreement (the “Effective Date”) with the financing obligation described commencing for a period of one year beginning on the Effective Date. The term of this Amendment shall be automatically renewed each year for the duration of the federal grant funding provided through the TSSWCB, unless terminated earlier, as provided in Article VIII or amended as provided in Article IX.

ARTICLE VIII TERMINATION

Termination of this Amendment shall coincide with the termination of federal grant funding provided through the TSSWCB and EPA. In the event a Financing Party to this Amendment determines it is in the best interest of that Financing Party to withdraw from this Amendment, the Financing Party may withdraw by giving written notice of such intent to the remaining Financing Parties at the addresses provided in Section X of this Amendment no later than May 31 of the calendar year.

The withdrawing Financing Party shall cooperate with the remaining Financing Parties to achieve a proper transition time period to allow the remaining Financing Parties to restructure the contributions provided by the remaining Financing Parties. The withdrawing Financing Party shall remain liable for such Financing Party’s allocated share of the budget for and including the entire PCWP fiscal year prior to such Financing Party’s withdrawal.

ARTICLE IX AMENDMENT

No amendment, modification, or alteration of the terms of this Amendment shall be binding unless it is in writing, dated subsequent to the date hereof, and be agreed to and duly executed by each of the Financing Parties after official action by each of the respective governing bodies of the Financing Parties.

ARTICLE X NOTICES

Notices to any Financing Party required or appropriate under this Amendment shall be deemed sufficient if in writing and mailed to the following addresses, USPS postage prepaid.

To Hays County. Notices to Hays County shall be addressed to:

Hays County Judge
Hays County
111 East San Antonio Street, Suite 300
San Marcos, TX 78666

and to such other addresses as may hereafter be designated in writing by the Hays County Judge.

To Caldwell County. Notices to Caldwell County shall be addressed to:

Caldwell County Judge

Caldwell County
110 South Main Street
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the Caldwell County Judge.

To Luling. Notices to Luling shall be addressed to:

City Manager
City of Luling
509 East Crockett
Luling, TX 78648

and to other such addresses as may herein be designated in writing by the City Manager of Luling.

To Kyle. Notices to Kyle shall be addressed to:

City Manager
City of Kyle
100 West Center Street
Kyle, TX 78640

and to other such addresses as may herein be designated in writing by the City Manager of Kyle.

To Buda. Notices to Buda shall be addressed to:

City Manager
City of Buda
405 E. Loop Street, Building 100
Buda, TX 78610

and to other such addresses as may herein be designated in writing by the City Manager of Buda.

To Lockhart. Notices to Lockhart shall be addressed to:

City Manager
City of Lockhart
P.O. Box 239
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the City Manager of Lockhart.

To Uhland. Notices to Uhland shall be addressed to:

City Secretary
City of Uhland
15 N. Old Spanish Trail

Uhland, TX 78640

and to other such addresses as may herein be designated in writing by the City Secretary of Uhland.

To GBRA. Notices to GBRA shall be addressed to:

General Manager
Guadalupe-Blanco River Authority
933 East Court Street
Seguin, TX 78155

and to such other addresses as may herein be designated in writing by the General Manager of GBRA.

To Plum Creek Conservation District. Notices to Plum Creek Conservation District shall be addressed to:

Executive Manager
Plum Creek Conservation District
1101 W. San Antonio Street
Lockhart, TX 78644

To Aqua Water Supply Corporation. Notices to Aqua Water Supply Corporation shall be addressed to:

General Manager
Aqua WSC
415 Old Austin Hwy
Drawer P
Bastrop, TX 78602

To Caldwell-Travis SWCD. Notices to Caldwell-Travis SWCD shall be addressed to:

Chairman
Caldwell-Travis SWCD #304
111 E Martin Luther King Jr Industrial Blvd, Suite B
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the Chairman of Caldwell-Travis SWCD.

To Hays County SWCD. Notices to Hays County SWCD shall be addressed to:

Chairman
Hays County SWCD #351
326 Cheatham Street
San Marcos, TX 78666-6912

and to other such addresses as may herein be designated in writing by the Chairman of Hays County

SWCD.

ARTICLE XI RELATIONSHIP OF FINANCING PARTIES

Nothing contained herein shall be deemed or construed by the Financing Parties, or by any third party, as creating the relationship of principal and agent, joint venture, or any other similar relationship among the Financing Parties. It is understood and agreed that no provisions contained herein nor any acts of the Financing Parties hereto create a relationship among the Financing Parties other than that of independent contractor. In keeping with the provision of its services as an independent contractor, each Financing Party shall be responsible for its respective acts or omissions. No Financing Party has the authority to bind the other Financing Parties or to hold out to third parties that it has the authority to bind the other Financing Parties separately or collectively.

ARTICLE XII APPLICABLE LAW

This Amendment shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Financing Parties created hereunder are performable in the counties of Guadalupe, Hays, Travis, or Caldwell, Texas.

ARTICLE XIII LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such shall not affect any other provisions hereof and this Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XIV COMPLIANCE WITH LAWS AND ORDINANCES

The Financing Parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the work or services to be performed under this Amendment. The Financing Parties acknowledge that they are each subject to the Texas Public Information Act and the exceptions stated in such Act.

ARTICLE XV PARTIES BOUND

This Amendment shall be binding upon and inure only to the benefit of the Financing Parties hereto and their respective successors and assigns where permitted by this Amendment.

ARTICLE XVI DEFINITIONS

The "Financing Parties" means the entities that have executed this Amendment in their separate capacities.

The “Plum Creek Watershed Partnership” or “PCWP” means an unincorporated entity operating under the “PCWP Ground Rules.”

The “PCWP Steering Committee” is the group of individuals listed in the Ground Rules document, that directs the actions of the “Plum Creek Watershed Partnership” in accordance with the “PCWP Ground Rules” and with the terms of this Amendment.

The “Managing Partner” is the person or entity selected by the PCWP Steering Committee to be, and operates as, the managing partner of the PCWP and has the duties and responsibilities described in both the “PCWP Ground Rules” and in this Amendment.

In Witness Whereof, the Financing Parties have executed in multiple originals, each of which shall have the full force and effect of an original, this Amendment.

Hays County

By: _____

Date: _____

City of Luling

By: _____

Date: _____

City of Buda

By: _____

Date: _____

City of Uhland

By: _____

Date: _____

Plum Creek Conservation District

By: _____

Date: _____

Caldwell-Travis SWCD #304

By: _____

Date: _____

Caldwell County

By: _____

Date: _____

City of Kyle

By: _____

Date: _____

City of Lockhart

By: _____

Date: _____

Guadalupe-Blanco River Authority

By: _____

Date: _____

Aqua Water Supply Corporation

By: _____

Date: _____

Hays County SWCD #351

By: _____

Date: _____

ATTACHMENT A
PRIMARY RESPONSIBILITIES OF PLUM CREEK WATERSHED COORDINATOR

- Work with counties, cities, local boards and businesses to implement management measures identified in the Plum Creek WPP to improve water quality and develop funding mechanisms for putting them in place.
- Work with state and federal agencies and organizations, as appropriate, to bring technical and financial resources to the watershed.
- Pursue external funding to reduce or cover costs for the project (salary and operating).
- Track and document implementation efforts to assess progress toward established goals in the WPP.
- Evaluate water quality data to monitor progress and determine the need for new approaches.
- Coordinate and conduct water resources and related environmental outreach education efforts across the watershed, including organizing training programs and participating in local community clean-up events.
- Develop publications (e.g., newspaper, newsletter, factsheets), and website content to promote and communicate watershed efforts.
- Conduct regular stakeholder meetings, including PCWP Steering Committee and Work Group, throughout the watershed to gather and incorporate local input and encourage citizen participation.
- Provide Counties, Cities and other partners with regular updates on progress, and seek their input and recommendations on needed activities.

ATTACHMENT B PLUM CREEK WATERSHED COORDINATOR TASKS

Agriculture

- Coordinate with Soil and Water Conservation District Technician
- Secure funding to support financial incentive programs
- Organize, promote and participate in Texas AgriLife Extension Service education workshops and training events
- Develop and deliver educational programs on agriculture nonpoint source best management practices
- Develop and disseminate factsheets and other education materials (e.g., videos, slide sets) to promote adoption and proper management of best management practices
- Facilitate soil and water testing campaigns; conduct interpretive educational events
- Coordinate development of grant proposals
- Monitor and report progress of conservation practice program implementation
- Identify and implement innovative strategies to facilitate practice adoption and sustained management

Feral Hogs

- Coordinate with Wildlife Extension Feral Hog Education Specialist
- Monitor and facilitate citizen use of the online reporting system to track feral hogs sightings and damage
- Facilitate delivery of updates on progress to County officials and other stakeholders
- Deliver education programs at workshops and other events
- Facilitate and assist with development and distribution of educational resources (e.g., factsheets, videos, etc.)
- Coordinate with Texas Wildlife Services to facilitate hog control efforts
- Monitor and report progress of feral hog programs and identify proactive strategies

Urban Stormwater

- Work with city officials to identify programs and projects to mitigate stormwater nonpoint source
- Assist cities with development of grant proposals
- Assist city personnel with existing TCEQ CWA §319(h) nonpoint source projects in Kyle and Lockhart
- Facilitate stormwater management practice demonstrations
- Secure, develop and/or assist with the preparation and distribution of educational resources including factsheets, videos, slide sets, etc.
- Coordinate Sports Athletic Field Education (SAFE) workshops
- Coordinate community cleanup events and participate in environmental fairs in Kyle, Lockhart, and Luling

- Facilitate pet waste management outreach
- Monitor and report progress of urban nonpoint source programs and identify proactive strategies

Wastewater

- Coordinate septic system management workshops for homeowners and installer/ maintenance providers
- Assist cities and counties with Texas Water Development Board applications for wastewater infrastructure projects; including State Revolving Fund
- Facilitate fats, oils, and grease (FOG) workshops
- Interact with wastewater treatment facilities (WWTFs) to pursue voluntary permit upgrades
- Promote and assist with research efforts to determine and mitigate contributions from WWTF
- Pursue implementation of an unannounced inspection program for WWTFs
- Assist counties with expansion of inspection/enforcement programs for septic systems
- Develop and deliver educational resources and programs regarding the need for and methods of septic system management

General Partnership Duties

- Coordinate and conduct quarterly PCWP Steering Committee meetings and Work Group meetings as needed
- Actively promote widespread awareness and involvement in project implementation by stakeholders across the watershed
- Conduct regular communication with the PCWP and respond to stakeholder questions and concerns
- Facilitate communication and coordination among team members from all agencies and organizations
- Identify funding opportunities and develop and submit grant proposals to support implementation
- Perform quarterly analysis of targeted and routine water quality monitoring data
- Track management practice implementation across the watershed, both as a result of the project and external efforts
- Manage implementation grants; generate quarterly progress reports for grants and other funding sources
- Prepare the biennial update of the Plum Creek WPP including progress in implementation and needed modifications to goals and milestones
- Produce and distribute publications highlighting watershed implementation activities and specific best management practices
- Produce and distribute a quarterly newsletter
- Manage and update PCWP website content
- Manage and update Facebook site and Instagram page

- Produce and distribute press releases regarding key issues, programs and project efforts in the watershed
- Provide radio interviews regarding watershed developments; pursue a weekly radio program to discuss project efforts and public action
- Provide regular updates to city councils, county commissioner's courts, PCCD, soil and water conservation districts, TSSWCB, TCEQ, and other partner agencies, groups and organizations
- Develop material for inclusion in the TCEQ-TSSWCB Annual Report on Managing NPS Pollution in Texas and the GBRA CRP Basin Highlights Report and Basin Summary Report
- Facilitate adoption of appropriate city and county ordinances
- Perform advisory role in Central Texas Green Printing, regional water and wastewater studies, and other regional planning efforts on behalf of the PCWP
- Interact with ongoing local school water quality monitoring projects
- Participate in annual community events and festivals (Luling Foundation Field Day, Lockhart Rites of Spring, Luling Watermelon Thump, etc.) to promote citizen interaction to implement the WPP
- Facilitate special household hazardous waste and agricultural waste pesticide collection events
- Facilitate ongoing illegal dumping management programs
- Coordinate periodic tours/field days in the watershed for stakeholders and agency partners to demonstrate project efforts
- Pursue opportunities for increased public awareness including roadway signs, billboards, special events, etc.

**ATTACHMENT C
FINANCING PARTIES COST BREAKDOWN**

Entities	2009 Population*	Area (sq. Miles)	Cost Portion		Total
			Population (50%)	Land (50%)	
Caldwell County	17,488	311.00	\$3,022.00	\$5,932.00	\$8,954.00
Hays County	8,622	72.00	\$1,490.00	\$1,208.00	\$2,698.00
Kyle	28,700	9.38	\$4,960.00	\$188.00	\$5,148.00
Lockhart	14,238	11.26	\$2,461.00	\$225.00	\$2,686.00
Luling	5,502	3.31	\$951.00	\$66.00	\$1,017.00
Buda	7,784	2.27	\$1,345.00	\$45.00	\$1,391.00
GBRA	26,110	388.00	\$4,513.00	\$7,775.00	\$12,287.00
PCCD	26,110	388.00	\$4,513.00	\$7,775.00	\$12,287.00
Uhland	457	1.83	\$79.00	\$37.00	\$116.00
Aqua WSC	3,855		\$666.00	\$749.00	\$1,416.00
Total	138,866	1,187.05	\$24,000.00	\$24,000.00	\$48,000.00

*Population that falls within the Plum Creek Watershed

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 18, 2023

AGENDA ITEM CAPTION: Presentation and consideration of a professional services contract with Freese and Nichols for development of a Comprehensive Plan update.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION: On January 10, 2023, City Planning Staff issued a Request for Qualifications (RFQ) for Comprehensive Planning Services, specifying a deadline date for submissions of February 10. The city received 5 submissions in response to the RFQ. From the submissions, three finalists were selected, with in-person interviews occurring on March 22, 2023. From the interviews, Freese and Nichols emerged as the staff's choice to provide planning services. The City Attorney has reviewed the provided contract materials.

Under the terms of the contract, the planning process is scheduled to last for 18 months. Several meetings and events will be held as part of the planning process, including a kick-off meeting, five meetings of a comprehensive plan advisory committee, 10 smaller stakeholder meetings or community presentations, and three larger community events. As part of the process, two update briefings to City Council would be provided, as well as adoption meetings with the Planning and Zoning Commission and City Council. During the plan process Freese and Nichols will create and maintain a Comprehensive Plan website that will have interactive elements in both English and Spanish.

Based on the scope of services to be provided, Freese and Nichols is requesting \$231,032 for completion of the specified services. \$100,000 has been allocated for the current fiscal year, while \$131,032 would need to be allocated for the plan in the upcoming budget for the 2024 fiscal year.

PROJECT SCHEDULE (if applicable): The consultant anticipates an 18-month planning process, to be completed in late 2024.

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$100,000

Account Number: 100-5525-203-00

Funds Available: \$100,000

Account Name: Architectural & Engineering

FISCAL NOTE (if applicable): The remaining balance of \$131,032 will be budgeted in the Fiscal Year Budget for 2023-24.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Approve the professional services contract with Freese and Nichols for the development of a Comprehensive Plan update.

LIST OF SUPPORTING DOCUMENTS: PSA with attachments 041223 - Final, SOQ_Lockhart_Comprehensive Planning_19-2230, Lockhart Comp Plan Council Presentation--4-18-23

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Lockhart, Texas (City) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for City and City utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, City agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Lockhart Comprehensive Plan.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of City which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of \$231,032.00.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the City and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is _____ date.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the City and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the City and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CITY OF LOCKHART, TEXAS

FREESE AND NICHOLS, INC.

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____

ATTACHMENT SC

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

PROJECT UNDERSTANDING

The City of Lockhart has engaged FNI to prepare a Comprehensive Plan consistent with state and national best practices. This includes facilitation of stakeholder engagement and community input in support of the creation of a community vision and a Comprehensive Plan that includes recommendations related to housing, land use, transportation, economic development, and a host of other topics noted in the scope below. This understanding is operationalized in the scope of services provided below.

SCOPE OF SERVICES

Tasks prepared as part of this planning effort may occur concurrently or sequentially where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document. The result will be a professional plan document containing all information described in the tasks below. For the purposes of plan organization/readability, aspects of each task may be shifted into different chapters or appendices as appropriate.

Task 1: Project Management and Quality Control

Perform general project management and control project quality, progress and budget for the scoped period of completion, including FNI's monthly reporting and invoicing requirements, monthly status meetings with the City, and similar efforts.

Task 2: Engagement and Meetings

Consultant will prepare an Engagement Plan for approval by the City, consistent with the following:

1. Project Initiation

A conference call or virtual meeting with City staff will take place at the beginning of the project to familiarize all parties with the scope, project schedule, project kick-off, data request needs

and timing, invoicing, communication and key staff, and other significant considerations advantageous to understand prior to the kick-off.

2. Kick-off Meeting and Study Area Tour

Attend one (1) kick-off meeting with the City. The purpose of the meeting will be to build upon discussions of the staff initiation conference call. Immediately following the Kick-off Meeting, participate in one (1) site tour of the city to provide spatial context to conversations about the City's challenges and opportunities. If unable to conduct this as an in-person tour, the City will provide a recommended tour route and key information elements. FNI and the City may also mutually agree to other approaches.

3. Comprehensive Plan Advisory Committee (CPAC) Meetings

CPAC members will be identified by the City at the outset of the project. CPAC meetings will allow for the review key components of the plan in detail, to explore possible scenarios, to debrief public participation efforts, and to receive direction on plan issues and topics. Such sessions will include an agenda, any necessary maps, handouts, or materials, and drafts of key tasks for review and comment. A total of five (5) meetings are included in this scope of work. The first CPAC meeting will take place as part of the trip for the Kickoff Meeting and Study Area Tour.

4. Stakeholder Meetings and/or Community Conversations

A total of ten (10) stakeholder meetings will be held virtually, unless combined with other scheduled in-person efforts. Over the course of a few days near the beginning of the project, FNI will seek to engage in conversations with community leaders and other stakeholders who can provide specific insights into the Comprehensive Plan process, as identified by the City. These stakeholders can be engaged through a variety of methods, details of which will be determined via the Engagement Plan.

5. Public Engagement Effort

Three (3) community events or other public engagements with similar level of effort, as established in the Engagement Plan, will be held during the process to identify issues and opportunities and gather feedback on residents' visions for the City. These will be in person engagements, unless otherwise warranted due to identified project needs. Meeting advertisements and public outreach materials (such as flyers and social media posts) as well as meeting materials (such as boards) will be provided in both English and Spanish. FNI will create the advertisements and outreach materials, for provision to the City to disperse via their networks and channels.

6. City Council Briefings and Adoption Meetings

Provide updates to the City Council at two (2) City Council briefings during the process, these may be joint briefings of the Planning and Zoning Commission and the City Council. FNI will

attend one (1) adoption meeting with the Planning and Zoning Commission and one (1) adoption meeting with the City Council. The City and FNI may mutually agree to reassign these meetings as needed.

7. Project Website, Surveys and Project Brand.

Project website and public surveys will be provided in both English and Spanish.

- a. Establish project branding for use on the website, on engagement materials and final documents.
- b. Establish an interactive project website that supports integrated community engagement tools in a seamless platform supportive of desktop and mobile access.
- c. Develop one (1) non-scientific online community survey and online ideas wall during the visioning phase.
- d. Each public engagement effort noted in item 2.5 will have a virtual version available on the project website to allow for online participation.
- e. The full draft of the plan will be available online for public review and comment.

Summary of Meetings and Trips:

- Based on the Scope of Services, the FNI will facilitate the following meetings:
Up to Eighteen (18) Monthly Status Meetings with the City staff team (virtual)
One (1) Staff Initiation Call (virtual)
One (1) half-day long, in-person Kick-off Meeting and Study Area Tour
Up to five (5) CPAC Meetings
Up to Ten (10) Stakeholder Meetings (virtual)
Three (3) Public Engagements
Two (2) City Council Briefings
Two (2) Adoption Meetings (Planning and Zoning Commission and City Council)
- The consultant team will make up to eight (8) trips to the City
 - a. 1 Kick-off Meeting and Study Area Tour
 - b. 5 workshops that will include multiple in-person meetings (such as CPAC meetings, public engagements, and council briefings)
 - c. 2 Adoption Meetings

Task 3: Draft Introduction and Community Snapshot

FNI may place the following information within the body of the Plan, or place in an appendix and shift the introduction to the Vision chapter to enhance readability.

1. Baseline Analysis
 - a. Study a historic timeline of the City, including major events impacting physical development of the community.
 - b. Analyze historic population and related growth trends and patterns.
 - c. Explain patterns and impacts of demographic information collected. Demographic data will

be based upon the most recent U.S. Census American Community Survey data available at the time Notice to Proceed is given by the City.

2. Context Analysis
 - a. Review past and ongoing planning efforts conducted by the City.
 - b. Evaluate regional initiatives.
 - c. Conduct a physical features assessment, including topography, floodplains, developed/undeveloped land, natural features, sensitive environmental areas, natural assets and hazards, and other physical implications that impact growth and development.
 - d. Identify strengths, weaknesses, opportunities, and constraints related to the physical/environmental conditions, policy/regulatory conditions, and ownership and land assembly conditions at play in the study area.

Task 4: Draft Vision and Guiding Principles

1. Community Vision: Develop a vision statement based on an assessment of City feedback regarding goals and vision, an understanding of existing community constraints, and a summary of public input and feedback.
2. Guiding Principles: Develop guiding principles based on analysis, community input and feedback received at the beginning of the process.
3. Summary of Community Engagement: Summarize feedback from the community in both qualitative and quantitative terms in a way that demonstrates the Plan is driven by the community. This may be separated and placed in an appendix.

Task 5: Draft Land Use and Development

1. Existing Land Use Analysis. Assess the land use characteristics of the City, including:
 - a. Analysis of types of land use (color-coded by category) and quantified by acres.
 - b. Discussion of existing development patterns and land use relationships, both opportunities and constraints.
2. Growth Scenarios
 - a. Forecasting of the City's growth based on recent growth trends and utility master plans.
 - b. Generation and assessment of up to three (3) growth scenarios with community members, the CPAC, and elected officials (format to be determined via the Engagement Plan). Discussion of tradeoffs including economic growth, quality of life, community health, environmental and agricultural conservation, fiscal impact, transportation, long-term sustainability and community resilience.
 - c. Selection of a preferred growth scenario that will best meet the vision and guiding principles created in Task 4.

3. Future Land Use Plan

Develop a future land use plan in accordance with the preferred growth scenario that considers existing land use information, neighborhood compatibility, current zoning regulations, economic development strategies, past development patterns, infill, and redevelopment opportunities. The plan will include the following:

- a. Location of future residential, non-residential, mixed use, open space and institutional land

- uses along with appropriate development types, intensities and compatibility.
- b. Identification of character districts with high-level recommendations related to improving and enhancing the public realm, character, and community identity through urban design.
 - c. Consider approaches to existing underutilized land, such as older strip centers, to encourage incremental redevelopment and activation as well as economic productivity through development and redevelopment strategies.
 - d. Recommendations related to managing growth at the edges of the City and in the ETJ.
 - e. Discussion of the potential impact of a Megasite in the area on growth and development in the City.

Task 6: Housing & Neighborhoods

1. Analysis of supply, condition, and affordability of the City's housing stock as well as a high-level evaluation of neighborhood completeness in terms of where residents have easy, convenient access to many of the places and services they use daily including grocery stores, restaurants, schools and parks, without relying heavily on a car.
2. Explore housing types that address compatibility with character while allowing for incremental change and responsiveness to market interest and need.
3. Identification of future housing and diversification needs, including identification of a variety of existing and recommended neighborhood and housing programs to address any emerging issues and long term community resilience.
4. Health and Wellness: describe current indicators of health, life expectancy, quality of healthcare, and availability of health foods. Identification of community needs to improve the City's overall health profile.

Task 7: Transportation & Mobility

1. Compile pertinent current planning and capital programming efforts to ensure that connectivity with other current and long-range regional system enhancements is considered. Data will be collected from the City, the Texas Department of Transportation (TXDOT), and the Metropolitan Planning Organizations (MPO). Available agency travel forecasts will be used to assess road sizing needs.
2. Analysis of existing multi-modal networks, focusing on connectivity, capacity, safety, and sustainability. Review of existing road standards.
3. Identification of recommended expansions or improvements to create more resilience in the transportation network.
4. Updates to the City's thoroughfare, trails map and general road design standards.

Task 8: Economic Development + Arts and Culture

1. Analysis of the City's employment, industry sectors, and target industries and what local market and economic trends mean for future growth and economic resilience of the City.
2. Identify historic and cultural resources, entertainment options and arts programs and make recommendations related to programs, promotions, and other activities to enhance cultural offerings.

3. Make recommendations for strengthening Downtown as asset for residents, visitors and economic development.

Task 9: Infrastructure + Public Facilities and Services

1. Review the capacity of existing water treatments plant, elevated storage tanks, and pump stations to identify additional room for growth based on number of connections and TCEQ requirements. Wastewater treatment plants permitted capacity will also be evaluated based on average annual daily flows. Water lines, wastewater lines, and lift stations will not be evaluated.
2. High-level look at existing and available electric, internet/fiber, and sanitation services and make recommendations for future necessary studies or policies.
3. Recommendations related to enhancing sustainability and resilience of utility systems and public facilities.
4. Analyze state of City facilities, services, activities, and programs and generate recommendations for city facility needs to accommodate the next 20 years of expected growth.
5. High-level analysis of crime and emergency service response and recommend programs and facilities to improve safety of residents and properties.

Task 10: Implementation

Provide an implementation plan structured into a coordinated action program. The implementation plan will outline priorities in a matrix format, primarily by:

1. Establishing goals for each plan element (Tasks 5-9).
2. Reviewing the various policies and related recommendations from each plan element and consolidating them in one place.
3. Assigning the policies and recommendations applicable implementation techniques (such as regulatory actions, programs, and intergovernmental partnerships) and prioritizing them with appropriate time periods, to create an overall Action Plan.
4. Establishing appropriate metrics from which to gauge the effectiveness of the strategies implemented and progress toward full plan implementation.

Task 11: Preparation of Final Documents

1. Draft Report
 - a. Individual draft elements will be sent throughout the planning process, in alignment with the tasks above. The City will consolidate comments from staff, CPAC and others and provide one set of consolidated comments per plan element to FNI.
 - b. A full draft of the Comprehensive Plan (Draft 1) that will be provided to the City, CPAC and other parties the City wishes to include for internal review and comments. The City will consolidate comments from staff, CPAC and others on Draft 1, and provide one set of consolidated comments within three (3) weeks of submission. The FNI will facilitate a comment review meeting to clarify any comments, if needed.
 - c. A revised full draft of the Comprehensive Plan (Draft 2) will be provided that addresses the comments from Draft 1. This draft will be serve as the draft for public review and comment and Planning and Zoning Consideration.
 - d. Changes will not be made to Draft 2 based on the public feedback gathered in 12.1(c) above, public feedback and comments will be provided in their entirety to City Council along with

the draft plan for consideration and discussion.

2. Final Report and Deliverables

- a. Produce an “as adopted” final report to incorporate any changes requested during the adoption process by City Council.
- b. The plan document will be prepared in Adobe InDesign and mapping will be done via ESRI’s ArcGIS software. Other graphic softwares may be utilized at the consultant’s discretion.
- c. Deliverables will be provided in digital format (PDF), including both text and mapping, such that it will be easily reproducible. Electronic files of the final Comprehensive Plan and all working files will be provided to the City.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Client, which are not included in the above-described basic services, are described as follows:

- A. Evaluation of the City’s current development ordinances to identify alterations necessary to align the regulatory documents to the recommendations of the plan(s) produced under this project.
- B. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.
- C. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the client in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.
- D. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- E. Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- F. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- G. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.
- H. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- I. Providing document revisions in excess of those outlined in Article I.

- J. Tourism study looking at the impact of tourism in the City and how tourism can be expanded in the future.
- K. Live language translation for public meetings and engagements.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within **eighteen (18) months of the notice to proceed**.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and will be based upon rates outlined in Attachment CO.

ARTICLE IV

RESPONSIBILITIES OF OWNER: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.
- B. Contact meeting invitees for stakeholder and public meeting(s). This includes email, mail, newsletter or other forms of public notification and outreach.
- C. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by FNI within a reasonable time so as not to delay the services of FNI. Client comments should be consolidated with clear and concise edits, preferably typed for legibility.
- D. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Bear all costs incident to compliance with the requirements of this Article IV.
- G. It is assumed that the City will provide all necessary base mapping data in ESRI's ArcGIS compatible electronic format in order to generate necessary mapping.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives. No changes in the Design Leadership Team shall be made without consultation and written approval of the Client.

Owner's Project Representative	Name:	David Fowler
	E-mail:	dfowler@lockhart-tx.org
	Phone:	512-398-3461
Owner's Accounting Representative	Name:	Pam Larison
	E-mail:	plarison@lockhart-tx.org
	Phone:	512-398-3461
FNI's Design Leadership Team	Project Manager:	Caitlin Admire
	E-mail:	Caitlin.admire@freese.com
	Phone:	512-416-9571
	Principal-in-Charge:	Eddie Haas
	E-mail:	eh@freese.com
	Phone:	214-217-2321
	Senior Advisor:	Chance Sparks
	E-mail:	Chance.sparks@freese.com
	Phone:	512-617-3156
FNI's Accounting Representative	Name:	Lisa Broussard
	E-mail:	Lisa.broussard@freese.com
	Phone:	817-269-1938

ATTACHMENT TC

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) City refers to the party named as such in the Agreement between the City and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City. To the fullest extent permitted by law, City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** The standard of care for all professional Services performed or furnished by FNI under this Agreement will be the skill and care ordinarily used by members of the subject profession practicing under the same or similar license and circumstances at the same time and in the same locality. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u> \$2,000,000 General Aggregate <u>Automobile Liability (Any Auto)</u> \$1,000,000 Combined Single Limit	<u>Workers' Compensation</u> As required by Statute <u>Professional Liability</u> \$3,000,000 Annual Aggregate
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5. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of the Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or the time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by City. However, when such changes differ from prior comments, directions, instructions, or approvals given by City or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.
6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design,

bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the Project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the City's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to City and in acceptance of the Services as satisfactory by City. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If City fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to City, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by City or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of the Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at the City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the Project. If City designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the Project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the indemnification provisions where the City is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.
15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or

increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the Project.

16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
17. **SUCCESSORS AND ASSIGNMENTS:** City and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither City nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.



STATEMENT OF QUALIFICATIONS CITY OF LOCKHART Comprehensive Planning Services February 10, 2023

February 10, 2023

David Fowler, Planning Director
City of Lockhart
308 W. San Antonio Street
Lockhart, Texas 78644

RE: Comprehensive Planning Services

Dear Members of the Selection Committee:

Freese and Nichols, Inc. (FNI) is excited to submit this statement of qualifications as confirmation of our sincere interest in providing professional planning services for the update of the Lockhart Comprehensive Plan. We applaud the City of Lockhart's (City) decision to update its plan in an effort to leverage growth into supporting quality of life and enhancement of its character and setting the stage for the City to fiscally support the changing expectations and strategic vision of the community. In this proposal, we have detailed many reasons why the FNI team is the ideal choice, including:

Understanding Growth and Community Impact — We recognize that the level of growth Lockhart is experiencing brings unique challenges and anxiety. FNI is the firm of choice for cities in similar situations, including Frisco, Georgetown and Pflugerville when they were recognized as the fastest growing cities in the U.S. and concerned about losing their unique identity. We want to bring those experiences and lessons learned to Lockhart.

Experts in Community Engagement — Our Urban Planning + Design (UP+D) Group has the expertise to engage the community in a robust participatory process with over 50 engagement tools at our disposal, with more being developed, to support *creation of consensus around a vision*. We understand the high community expectations of Lockhart and its past community conversations. We bring a proven record of strong engagement, emphasizing hybrid approaches of in-person and virtual engagement, critical to a busy community like Lockhart with countless priorities competing for each person's time.

Integrated Infrastructure Planning — Lockhart's growth places incredible pressure on the city's public facilities and services. FNI has a long history of integrating infrastructure and public facilities into our comprehensive plans as fundamental to achieving any community vision. We root our infrastructure planning from future land use planning, strategic and economic development strategies and fiscal stewardship. Our transportation planning incorporates complete street approaches that results in safe and balanced mobility networks. We are recognized nationally for our water and wastewater master planning, our stormwater practices, and long-term transportation network resilience and funding.

Tools to Implement the Plan — FNI not only has unparalleled experience in preparing award-winning comprehensive plans, we also implement them as one of the most experienced, award-winning teams in operationalizing plans into development codes. Our depth of experience will enable identification of key *policy and code needs to implement the plan*. We have prepared over 100 codes as a trusted advisor to communities coping with change.



Primary Office Location

1251 Sadler Drive
Building 1, Suite 1150
San Marcos, TX 78666
512-213-3200

Supporting Office Locations

10431 Morado Circle
Building 5, Suite 300
Austin, TX 78759
512-617-3100

2711 North Haskell Avenue
Suite 3300
Dallas, TX 75204
214-217-2200

Authorized Representative

Edmund Haas, AICP
Principal-in-Charge
2711 North Haskell Avenue
Suite 3300
Dallas, TX 75204
214-217-2321
eddie.haas@freese.com

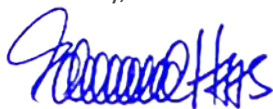
Primary Contact

Caitlin Admire, LEED AP®,
ENV SP
Project Manager
1251 Sadler Drive
Building 1, Suite 1150
San Marcos, TX 78666
512-416-9571
caitlin.admire@freese.com

Local Understanding and Responsiveness — Our project team is led by **Project Manager Caitlin Admire**, who is based in our nearby San Marcos office and has worked with high-growth cities her entire career. She is augmented by **Senior Planner Chance Sparks** from the same office, only minutes from Lockhart's front door. We work exclusively with public clients, ensuring Lockhart never has to question conflicts of interest. This empathy, understanding and convenience bring credibility to establishing community vision, planning and implementation action plans.

We are excited about working with the City of Lockhart on this important project. As a Vice President, Principal of the firm, I am authorized to make representations on behalf of the firm. Please feel free to contact me directly if you have any questions regarding this proposal.

Sincerely,



Edmund Haas, AICP
Vice President, Principal
214-217-2321 | eddie.haas@freese.com



Primary Office Location

1251 Sadler Drive
Building 1, Suite 1150
San Marcos, TX 78666
512-213-3200

Supporting Office Locations

10431 Morado Circle
Building 5, Suite 300
Austin, TX 78759
512-617-3100

2711 North Haskell Avenue
Suite 3300
Dallas, TX 75204
214-217-2200

Authorized Representative

Edmund Haas, AICP
Principal-in-Charge
2711 North Haskell Avenue
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Dallas, TX 75204
214-217-2321
eddie.haas@freese.com

Primary Contact

Caitlin Admire, LEED AP®,
ENV SP
Project Manager
1251 Sadler Drive
Building 1, Suite 1150
San Marcos, TX 78666
512-416-9571
caitlin.admire@freese.com



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SECTION A: FIRM AND PROJECT TEAM BACKGROUND

FNI is a privately owned, multidiscipline professional consulting firm, offering municipal experience supported by engineers, urban planners, architects, landscape architects, environmental scientists and construction representatives. We have 31 established offices across the Southeast and Southwest U.S. Our accomplished 1,000+ member staff works seamlessly across all disciplines, giving our clients the benefit of multiservice integration with an approach that is as innovative as it is practical.

FNI specializes in serving local governments with a range of expertise and innovative solutions that solve critical infrastructure issues. FNI does not work for developers, and we regularly turn away work that will conflict with the long-standing and positive relationships with our local government clients. ***Our focus on serving local governments is instilled in our firm's culture. We are dedicated to serving the City.***

In addition to our expertise as planning and engineering consultants, several FNI project team members bring practical municipal experience, having previously worked in other city planning departments. This blend of team member expertise in their areas of specialization results in a solid, well-rounded team that benefits the City of Lockhart.

The FNI UP+D group is one of the largest consulting groups of urban planners in the Southern U.S. and has provided services to more than 250 clients. We have seen some of our long-term clients grow from populations of less than 5,000 to more than 300,000 – all strengthened by our sound planning guidance.

Our team has a client-first focus with the commitment to meeting client needs with responsive, innovative concepts that often exceed expectations. Regionally, our group has developed not only comprehensive and downtown plans, but also plans for transportation, small areas, water supply and distribution, wastewater, parks and open space, stormwater, hazard mitigation and resiliency. We have a history of carrying these plans through to implementation with zoning and subdivision regulation rewrites, impact fee feasibility studies and infrastructure/facilities projects.

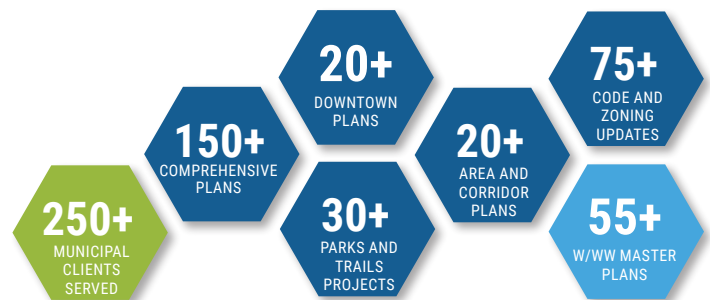
FNI staff members are leaders in their fields, contributing personal experience and knowledge to the planning discipline at national levels. Because of this, we have earned a reputation as one of the leading planning firms in the Southern U.S., offering visionary ideas with practical solutions. We are skilled in conducting visioning exercises for communities to facilitate stakeholder and citizen participation. Our team has proven results in building consensus among stakeholders.

Experienced Staff

We have put forth the advance planning effort to verify that we have the ***right people and subconsultants on our team, in the right place, with the right availability*** to meet the City's goals. FNI's 25-member UP+D group has the breadth of experience to offer Lockhart a wide range of in-house planning services. ***Our award-winning planning team collectively brings more than 300 years of experience in a wide range of discipline backgrounds including: land use planners, meeting facilitators, designers, civil engineers and code specialists.*** FNI also maintains access to more than 1,000 highly-qualified, multidiscipline professionals who can supplement the project team, as needed, to meet project demands.



The project will be led by FNI's nearby office in San Marcos with support from surrounding offices.



AWARD-WINNING PROJECTS

FNI regularly receives awards and recognition from professional groups and publications for our innovative services, including a streak of awards in urban planning + design going back 15 consecutive years and include regional, state and national APA awards. Although we are dedicated to excellence in every project, we are honored to be recognized for some of our higher-profile work. These projects were honored due to their contributions to advancing the science and art of planning. Here are a few recent examples of our award-winning planning projects:



2022 Comprehensive Plan Award, APA Texas | Pflugerville Aspire 2040 Comprehensive Plan

The Aspire 2040 Plan represents a visionary approach through a creative engagement process designed to gather community feedback during the pandemic. The incorporation of guiding principles, the Wellness Wheel, 10-minute neighborhood, and furthering what it means to provide for quality of life and how healthy community elements are interconnected make the Aspire 2040 Plan ground-breaking.



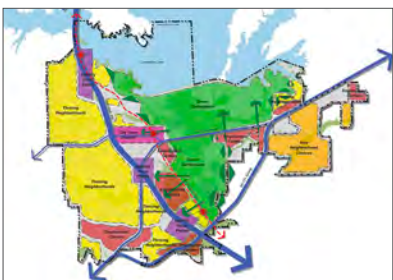
2022 Planning Achievement Award for Public Outreach, Gold | Cleburne Zoning Ordinance

FNI updated the City's zoning ordinance and zoning map to align the City's development regulations with the land-use policies for the Future Land Use Plan in the Comprehensive Plan. FNI prepared a diagnostic report to identify solutions for issues or problems in the City's current zoning ordinance. The diagnostic report provided a foundation and framework for the City's zoning code update. This project included several meetings with City staff and the stakeholder committee to ensure a collaborative process with client.



2021 Gold Award for Best Practice, APA Texas | Brownsville Unified Development Code

The City of Brownsville's new Unified Development Code (UDC) created a set of development standards and procedures to preserve City character and quality while contributing to fiscal health, economic development and well-being. Although Brownsville had historically suffered from a confusing regulatory environment, the code rewrite process, facilitated and produced by FNI, addressed technical issues and reestablished trust in the community. The positive reception of the new standards is apparent as the code was adopted nearly four months before its effective date, and over 75% of applicants during the transition period chose to opt-in early, validating success with the City, community, developers and stakeholders.



2020 National Planning Achievement Award for Implementation, APA National | Implementation of Lewisville 2025

Vision 2025 is a Strategic Plan with an implementation emphasis to guide the development of the City of Lewisville through the next 10 to 20 years. Rather than a traditional comprehensive plan format, Lewisville 2025 ensures that each "Big Move" serves as a strategic guide for all departments to move the city forward. Innovations like a nine-person steering committee, real-time performance metrics, and a restructuring of the city budget ensures accountability for all leaders.

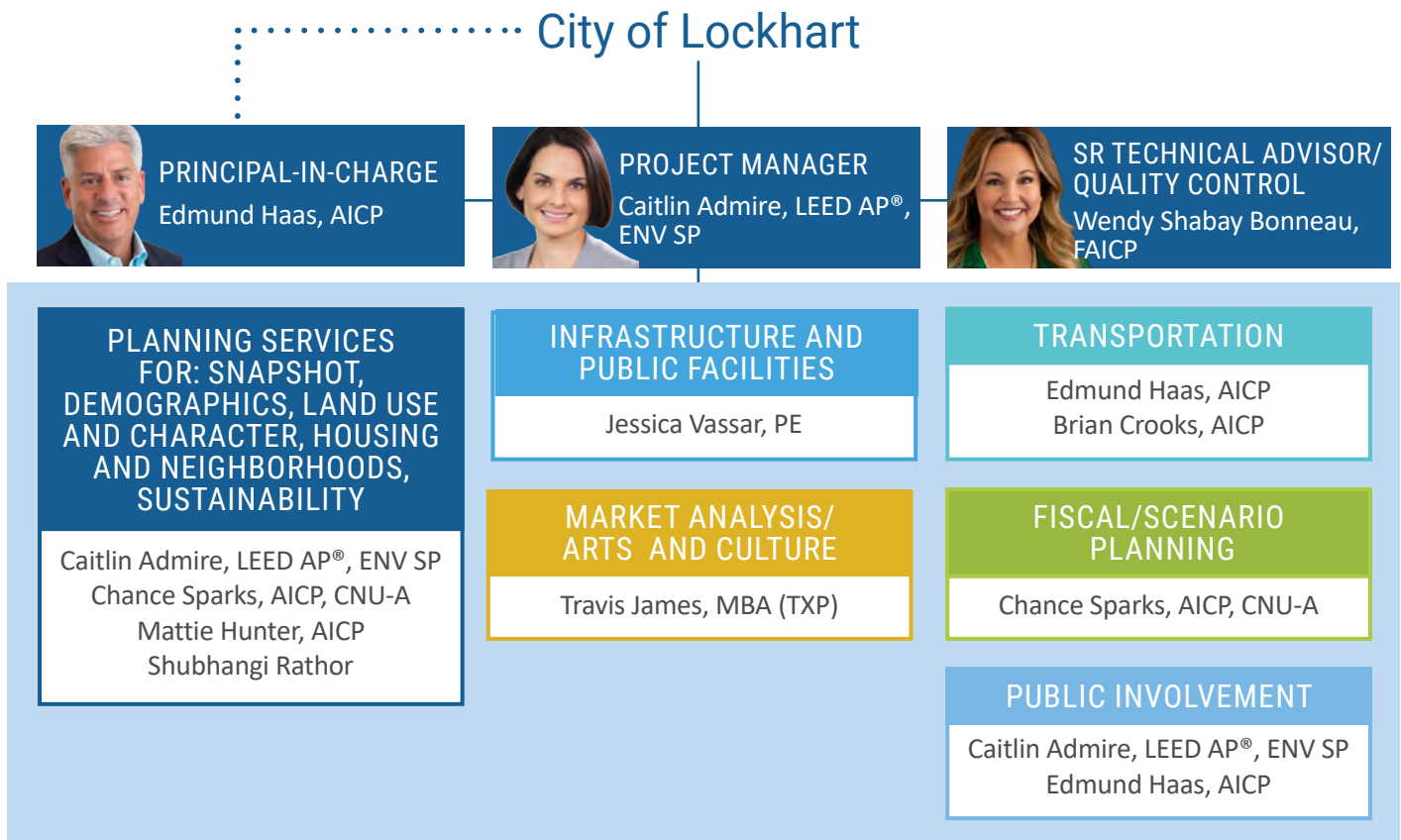


2020 APA-Texas, Comprehensive Planning Award | Plan Lubbock 2040

Plan Lubbock 2040 set the stage for a whole new era. As the first comprehensive plan in over 30 years, it encompassed all aspects of Lubbock's growth and steps beyond the typical planning process. The plan started with the end in mind and identified big ideas for formulation and development. In the true spirit of planning and collaboration, the process embraced current plans associated with infrastructure improvements to develop a fully connected response to growth.

TEAM MEMBERS

Organizational Chart



Implementation and Community Engagement Team



Jessica Vassar Brian Crooks Mattie Hunter Eddie Haas **Caitlin Admire** Chance Sparks Shubhangi Rathor Travis James

Implementation and Community Engagement is a team effort which will be led by Project Manager Caitlin Admire with support from the entire FNI team and subconsultants.

TEAM MEMBER RESUMES



Edmund Haas, AICP | Principal-in-Charge, Transportation, Public Involvement

Eddie Haas is a certified planner who specializes in assisting municipalities develop long-term traffic and land use solutions. Eddie is an FNI Vice President/Principal and Senior Planner specializing in the development of comprehensive urban and transportation plans. His urban planning experience involves the preparation of policy-oriented comprehensive development and growth strategy plans. Eddie leads FNI's Transportation Planning Group that promotes planning for safe and balanced mobility networks. His staff addresses active transportation, regional mobility, travel demand modeling, traffic engineering and operations and signal design. His transportation planning experience includes thoroughfare planning, corridor planning, major investment studies, environmental impact statements, roadway impact fee and proportionality programs, traffic impact and parking assessments and special area planning. Eddie has extensive experience facilitating public and stakeholder meetings, consensus building and client representation through city staff liaison roles. He possesses a strong understanding of municipal visioning, community development and policy through 15-years of service for his hometown Planning and Zoning Commission, where he has served as Chair for the last six years.

Experience

34 years

Education

Master of Urban Planning,
Urban Planning, Texas A&M
University

BS, Construction Science,
Texas A&M University

Registration

American Institute of
Certified Planners, #012890

Office Location

Dallas, Texas

Availability

15%

Additional recent and relevant work with FNI also includes working on Comprehensive Master Plans with the following clients:

- » City of Balch Springs
- » City of Bellmead
- » City of Choctaw
- » City of Ferris
- » City of Irving
- » Town of Lago Vista
- » City of League City
- » City of Longview
- » City of Midlothian
- » City of North Richland Hills
- » City of Odessa
- » City of Plano
- » Town of Prosper
- » City of Portland
- » City of Port Aransas
- » City of Quinlan
- » City of Schertz
- » City of Waxahachie
- » Ellis County, Hunt County, Kaufman County and Parker County

Relevant Project Experience

Transportation Plan | City of North Richland Hills | Project Manager | This Texas Chapter APA Gold Award plan addressed vehicular, transit, active transportation and TOD station area development. Eddie led the steering committee and public hearing components of the plan. The plan contained a Design Book for active transportation improvements and an action plan addressing policy and projects for mobility improvements.

Master Transportation Plan and Comprehensive Plan | City of Grand Prairie | Senior Advisor | FNI updated the City's 2010 Comprehensive Plan. This plan addresses the rapid population growth being experienced in the region and its impacts on land use, economic development, infrastructure and quality of life. FNI was tasked additionally with framing its focus on specific areas, including the ETJ, and highway corridors.

Comprehensive Plan Update | City of Waxahachie | Transportation Planner | Waxahachie engaged FNI to prepare a comprehensive plan that would help preserve its past and provide quality, sustainable future development. The planning process included baseline analysis, public engagement/visioning and identification of comprehensive planning policies and recommendations focused on the needs and desires of the community. Recommendations included the creation of several new types of land uses, such as mixed-use residential, mixed-use nonresidential and TOD, to further the City's ideal of a more integrated land use pattern.

Comprehensive Plan - Central Area | City of Farmers Branch | Transportation Planner | FNI developed a plan focused on neighborhood and corridor revitalization strategies that will serve as the basis for future land use decisions. Key planning issues included land-use integration, transit oriented development, pedestrian connectivity, roadway lane reductions for on-street parking and bike lanes. Roadway and sidewalk design standards were also developed.



Caitlin Admire, LEED AP®, ENV SP | Project Manager, Planning Services, Public Involvement

Caitlin Admire is an FNI Urban Planner in the firm's UP+D Group. She has both public- and private-sector experience in landscape architecture, urban design, strategic land planning, zoning and entitlements, higher education campus planning, sustainable design, community resilience and municipal policy. As both a Designer and Project Manager, her projects span North America and vary in scale, from a few acres to a few thousand. She sees urban design as an important piece of the city fabric that, when done right, creates a complex public realm that provides opportunities for people, culture, ideas, commerce and nature to thrive. Caitlin holds multiple certifications related to sustainable design and infrastructure and her commitment to sustainability was ingrained during her time working for the City of Austin's Office of Sustainability.

Experience

13 years

Education

Master of Landscape Architecture, Kansas State University

Registration

LEED Accredited Professional Neighborhood Development, #42883

Envision Sustainability Professional, #0011279717

Professional Affiliations

Urban Land Institute, Austin District Council, Member

Office Location

San Marcos, Texas

Availability

50%

Project References

Comprehensive Plan and Downtown Plan, City of Hutto

Reference:

Ashley Bailey, AICP
Development Services
Director
401 W. Front Street
Hutto, Texas 78634
512-759-5961
ashley.bailey@huttotx.gov

Comprehensive Plan and Unified Development Code, City of McAllen

Reference:

Edgar Garcia
Director of Planning
1300 W Houston Ave
McAllen, Texas 78501
956-681-1250
edgar.garcia@mcallen.net

Relevant Project Experience

Comprehensive Plan and Downtown Plan | City of Hutto | Assistant Project Manager

FNI prepared a comprehensive plan and downtown master plan for this fast-growing suburb of Austin. A community engagement approach was developed, including an interactive project website with seamless integration of virtual engagement tools such as virtual town halls, online interactive surveys and interactive maps using virtual pins. Transportation and mobility were updated and a neighborhood and housing assessment was performed to evaluate neighborhood completeness and identify appropriate programs to encourage stability and explore housing typologies.

Comprehensive Plan and Unified Development Code | City of McAllen | Assistant Project Manager

FNI is preparing a comprehensive plan and unified development code (UDC) update concurrently based on best practices in Texas, encompassing the city limits and extraterritorial jurisdiction (ETJ).

Comprehensive Plan with Parks | City of Manor | Assistant Project Manager

FNI is preparing Manor's first comprehensive plan. The plan, with 2050 plan horizon, includes development of a community snapshot, vision and goals, land development and growth, economic resilience, transportation and mobility, infrastructure and sustainability, parks, community branding and urban design and implementation.

Great Streets Program* | City of Austin | Program Manager

Caitlin managed the City's Great Streets Program, which strives to promote quality public spaces designed for people and balance the right-of-way to better accommodate multi-modal mobility, infrastructure and amenities in a constrained urban environment. She worked with both internal and external stakeholders on CIP projects, private developments and projects participating in the City's Downtown Density Bonus Program.

Austin Sustainability and Resilience Work* | City of Austin | Program Coordinator

Caitlin spent time as a staff member in the City of Austin's Office of Sustainability working on a variety of municipal policies and programs related to carbon neutrality, green infrastructure, sustainable building and community resilience. She was instrumental in efforts such as the Natural System section of the Austin Climate Equity Plan, City of Austin Green Infrastructure Strengths and Gaps Assessment, updating the City of Austin's Green Building Policy, Community Resilience Hub Planning and more.

**Experience prior to joining FNI*



Wendy Shabay Bonneau, FAICP | Senior Technical Advisor, Quality Control

Wendy Shabay Bonneau is an award-winning Urban Planner and Practice Lead for FNI's Urban Planning + Design team. She offers extensive experience in the fields of planning, architecture and urban design and has experience in municipal and higher education master planning, downtown planning, transit-oriented developments, public participation, conceptual/schematic design, project management, funding and implementation. Her 30 years of experience in leading charrettes gives her an exceptional ability to work with community groups in building consensus. Wendy is an active member of the American Planning Association and serves the APA National Board as Director of Region III.

Experience

30 years

Education

Bachelor of Environmental Design, Texas A&M University

Registration

Fellow, American Institute of Certified Planners, #018886

Professional Affiliations

American Institute of Certified Planners, Member

American Planning Association, National Board Director, Region III

American Institute of Architects, Member

Texas Society of Architects, Member

Southeast Fort Worth Inc., Board Member

Downtown Fort Worth, Inc., Urban Design Committee Member

Northeast Leadership Forum, Member

Recent Awards

Comprehensive Planning Award, City of Lubbock, 2020

Silver Award for Urban Design, Colleyville Plaza, 2020

Office Location

Dallas, Texas

Availability

25%

Relevant Project Experience

Comprehensive Plan | City of Rowlett | Principal-in-Charge

Comprehensive Plan Update | City of Grand Prairie | Principal-in-Charge

Comprehensive Plan | City of Watauga | Principal-in-Charge

Comprehensive Plan | City of Duncanville | Principal-in-Charge

Comprehensive Plan | City of Balch Springs | Principal-in-Charge

Comprehensive Plan | City of Canyon | Principal-in-Charge

Small Area Plan | City of Wichita Falls | Principal-in-Charge

Comprehensive Plan | City of Georgetown | Principal-in-Charge

Comprehensive Plan | City of Lubbock | Principal-in-Charge

Comprehensive Plan Amendment | City of Missouri City | Principal-in-Charge

Comprehensive Plan | City of Bryan | Principal-in-Charge

Comprehensive Plan | City of Mesquite | Senior Advisor

Comprehensive Plan | City of Plano | Senior Advisor

Comprehensive Plan | City of Burleson | Project Manager

Comprehensive Plan | City of Big Spring | Project Manager

Comprehensive Plan | City of Longview | Project Manager

Comprehensive Plan for Central Area | City of Farmers Branch | Project Manager

Comprehensive Plan | City of Wichita Falls | Project Manager

Comprehensive Plan | City of Granbury | Urban Planner

Comprehensive Plan | City of Stafford | Urban Planner

Comprehensive Plan | City of Seabrook | Urban Planner

Comprehensive Plan | City of Bryan | Urban Planner



Chance Sparks, AICP, CNU-A | Planning Services, Fiscal/ Scenario Planning

Chance Sparks is an award-winning FNI Urban Planner, Project Manager and Group Manager for the firm's UP+D Group. He is experienced in planning and implementation, city management, public involvement, process development and management, and comprehensive and strategic planning. He also leads parks-related planning and tourism, neighborhood planning, downtown and corridor planning, demographic and economic analysis, development regulations, visioning, historic preservation, annexation/growth policy development and analysis. His experience in municipal and state-level planning, public engagement, design and implementation, coupled with experience in city management and operations, gives him exceptional insight into community needs and capacity as someone who has carried plans beyond adoption and into reality.

Experience

20 years

Education

MPA, Urban and
Environmental Planning,
Texas State University

BS, Geography - Urban and
Regional Planning, Texas
State University

Registration

Congress for the
New Urbanism, CNU-
Accreditation

American Institute of
Certified Planners, Certified
Planner, #022822

Professional Affiliations

Congress For The New
Urbanism, Accredited
Member

American Planning
Association, Member

Office Location

San Marcos, Texas

Availability

25%

Relevant Project Experience

Comprehensive Plan | City of Pflugerville | Project Manager | FNI prepared a comprehensive plan for the City's "Aspire 2040" that included public engagement, establishing a vision and guiding principles, land use and character, transportation and mobility, infrastructure, community facilities and services, economic resiliency, healthy communities and neighborhoods and implementation. Public engagement included a variety of techniques to meet people where they are most comfortable and to respond to pandemic-related restrictions on public gatherings.

Comprehensive Plan and Downtown Plan | City of Hutto | Project Manager | FNI prepared a comprehensive plan and downtown master plan for this fast-growing suburb of Austin. A community engagement approach was developed, including an interactive project website with seamless integration of virtual engagement tools such as virtual town halls, online interactive surveys and interactive maps using virtual pins. Transportation and mobility were updated and a neighborhood and housing assessment was performed to evaluate neighborhood completeness and identify appropriate programs to encourage stability and explore housing typologies.

Comprehensive Plan | City of Georgetown | QA/QC | Georgetown's 2030 Comprehensive Plan focused on land use and fiscal impact scenarios, housing, small area planning and corridor planning. The plan's implementation guidance included actions linked to plan policies and goals. FNI provided the City with a tool to proactively monitor key focus indicators to track progress on achieving each of the plan's goals. The extensive community outreach program included community events, meetings with the Steering Committee, City Council and Planning and Zoning Commission, online surveys, numerous stakeholder events with local organizations and a community-wide event that engaged more than 1,400 participants.

Comprehensive Plan | City of Live Oak | Project Manager | FNI prepared a new Comprehensive Plan responding to the significant degree of growth and change experienced in the recent years. Particular areas of focus included the developing medical and corporate core, strengthening retail corridors, housing options, zoning updates, tourism and transportation. Regional context was critical to inform these efforts, particularly the northeast San Antonio Metropolitan Area.

Downtown Master Plan | City of Midlothian | Project Manager | FNI provided data analysis, conceptual illustrative plans and renderings, community engagement and a development program to support the revitalization of Downtown Midlothian, leading to follow-up implementation of key projects.



Mattie Hunter, AICP | Planning Services

Mattie Hunter is an FNI urban planner in the firm's UP+D Group. She has experience with community engagement, land use and transportation planning and demographic analysis. She has been responsible for the development of maps, graphics, layouts and research for reports and public involvement materials. Mattie uses ArcGIS to perform data and spatial analysis of existing conditions and scenario planning software to project potential conditions. Mattie also has experience with bicycle and pedestrian planning.

Experience

5 years

Education

Master of Urban Planning,
Texas A&M University

BA, Anthropology and
Geography, Indiana
University Bloomington

Registration

American Planning
Association, Member

Office Location

San Antonio, Texas

Availability

50%

Relevant Project Experience

Comprehensive Plan and Downtown Plan | City of Hutto | Planner | FNI

prepared a comprehensive plan and downtown master plan for this fast-growing suburb of Austin. A community engagement approach was developed, including an interactive project website with seamless integration of virtual engagement tools such as virtual town halls, online interactive surveys and interactive maps using virtual pins. Transportation and mobility were updated and a neighborhood and housing assessment was performed to evaluate neighborhood completeness and identify appropriate programs to encourage stability and explore housing typologies.

Comprehensive Plan Update | City of La Porte | Planner | FNI

is providing a Comprehensive Plan that will identify concerns of the community based on an assessment of the City's current condition, future growth and developmental issues, proposed policies, initiatives and implementation goals to accomplish the overall vision and direction of the City. An inclusive engagement plan was developed at the beginning of the process that includes pop-ups at existing community events and festivals, focus groups with developers and large land owners, and a community survey that allows citizens to give specific feedback through pin-dropping on an interactive map of the community.

Comprehensive Plan Update | City of Seabrook | Planner | FNI is providing a Comprehensive Plan update that addresses the SH 146 planned expansion, future land use, waterfront development and economic development within the City of Seabrook. The plan documents existing conditions, including a demographic profile, land use patterns and approved development projects, and incorporates achievements and goals established in previous plans and studies. Public involvement was critical to the planning process and included a community workshop, an online survey and focus group meetings. The resulting implementation strategies are unique in that they were developed into worksheets that clearly identify responsible, potential partnerships and funding sources. In 2022, FNI was selected to update the 2016 plan, helping to identify future land uses in districts within the city that are beginning to develop.

Comprehensive Plan and Unified Development Code | City of McAllen | Planner

| FNI is preparing a comprehensive plan and unified development code update concurrently based on best practices in Texas, encompassing the city limits and ETJ.

City-Wide Trails Master Plan* | City of Addison | Planner | This plan identified pedestrian and bicycle facilities within the City of Addison that better connected residents, visitors and employees to local and regional destinations.

**Experience prior to joining FNI*



Shubhangi Rathor | Planning Services

Shubhangi Rathor is an FNI urban planner in the firm's UP+D Group. She has supported the development of comprehensive plans for various municipalities, conducting research, creating graphics and preparing social media outreach efforts. Shubhangi was previously the Assistant Planner for the McLean County Regional Planning Commission where she was involved in the development of Local Roads Safety Plans and grant applications.

Relevant Project Experience

Comprehensive Plan and Unified Development Code | City of McAllen | Planner | FNI is preparing a comprehensive plan and unified development code update concurrently based on best practices in Texas, encompassing the city limits and ETJ.

Comprehensive Plan Update | City of La Porte | Planner | FNI is providing a Comprehensive Plan that will identify concerns of the community based on an assessment of the City's current condition, future growth and developmental issues, proposed policies, initiatives and implementation goals to accomplish the overall vision and direction of the City. An inclusive engagement plan was developed at the beginning of the process that includes pop-ups at existing community events and festivals, focus groups with developers and large land owners, and a community survey that allows citizens to give specific feedback through pin-dropping on an interactive map of the community.

Unified Development Code | City of Georgetown | Planner | FNI is performing an update and rewrite of Georgetown's UDC which includes providing guidance and recommendations on the most appropriate approach for making improvements and addressing identified deficiencies and challenges, development of a modern and updated UDC and leading outreach and public engagement efforts.

Unified Development Code | City of Shawnee, OK | Planner | FNI is consolidating the City's Zoning Code, Sign Regulations and Subdivision Regulations into a streamlined UDC to provide a single point of reference for all land development regulations.

Code Update | City of Edmond, OK | Planner | FNI is providing a development code evaluation/audit/diagnosis, an updated development code and a revised zoning map, which is being performed in four phases.

Unified Development Ordinance | City of Bonner Springs, KS | Planner | FNI is developing an updated Unified Development Ordinance for the City of Bonner Springs, KS. This effort includes three phases beginning with a Code Diagnostic and Analysis Report, a draft ordinance, and a final ordinance. The initial phase involves a complete review of current land development regulations, the City's comprehensive plan, and other policy documents that guide growth and development.

Warsaw 2042 Comprehensive Plan* | Town of Warsaw | Planner | Shubhangi helped develop the comprehensive plan update for the Town of Warsaw in Richmond County, VA. She drafted the chapters for Vision, transportation, natural and historic resources, conducted community outreach including designing an online survey and facilitating a community workshop, and presented at joint work sessions with Planning Commission and Town Council.

**Experience prior to joining FNI*

Experience

2 years

Education

Master of Urban Planning,
University of Illinois at
Urbana-Champaign

BA, Planning, Maulana
Azad National Institute of
Technology

Professional Affiliations

American Planning
Association, Member

Office Location

Pearland, Texas

Availability

50%



Jessica Vassar, PE | Infrastructure and Public Facilities

Jessica Vassar is an FNI Associate and Project Manager in the Water/Wastewater Master Planning Group. She specializes in hydraulic modeling, master planning and impact fee studies. She has developed models for water and wastewater master planning, impact fee studies and development reviews and is experienced in updating existing models. She supports utility design staff in making fully informed decisions on operating, rehabilitating and expanding their water and wastewater systems. Jessica frequently confirms growth projections for water demands and wastewater flow projections, and she utilizes the hydraulic model to confirm design decisions and operational scenarios. She is proficient in water and wastewater modeling software, such as InfoWater, InfoSewer, WaterGEMS and InfoWorks ICM. Jessica is an active member of the Water Environmental Association of Texas and currently serves as the President of the Central Texas Section.

Experience

17 years

Education

BS, Civil Engineering,
University of Texas at Austin

Registration

Professional Engineer, Texas
#108934

Professional Affiliations

Water Environment
Association of Texas, Member

Water Environment
Federation, Member

Office Location

Austin, Texas

Availability

20%

Relevant Project Experience

Comprehensive Plan, Impact Fees and Reuse | Town of Little Elm | Infrastructure Task Leader

FNI began an update of the plan as a precursor for a water, wastewater and roadway impact fee study. The updated plan, adopted as the Town of Little Elm Comprehensive Plan 2017, focuses heavily on livability, future land use, transportation, growth and public facilities. The plan conducts a thorough assessment of the existing conditions, historical trends and demographic analysis and provides specific action items to be initiated within one, three or five years. Jessica led the water and wastewater impact fee process and developed water and wastewater CIPs. She also calculated the maximum allowable impact fee.

Comprehensive Plan | City of Pflugerville | Infrastructure Task Leader

FNI prepared a comprehensive plan for the City's "Aspire 2040" that included public engagement, establishing a vision and guiding principles, land use and character, transportation and mobility, infrastructure, community facilities and services, economic resiliency, healthy communities and neighborhoods and implementation. Public engagement included a variety of techniques to meet people where they are most comfortable and to respond to pandemic-related restrictions on public gatherings.

Comprehensive Plan, Unified Development Ordinance and Impact Fees | City of Portland | Task Leader

FNI is developing a Comprehensive Plan Update and minor Urban Development Ordinance amendments, which includes impact fee development for roadway, water/wastewater and drainage. Jessica led the development of the water and wastewater impact fees.

Impact Fee Program Update: Roads, Water, Wastewater and Drainage | City of Cibolo | Infrastructure Task Leader

FNI updated the Impact Fee Program, conducting an existing conditions analysis, determining the growth for a 10-year planning period (2021–2031), developing an impact fee capital improvements program and its associated costs, defining a service-unit equivalency table and calculating the maximum fee per service-unit attributable to growth for each of the impact fee components.

AWIA Risk and Resilience Assessment and Emergency Response Plan | City of Cibolo | Project Manager

FNI is providing a Risk and Resilience Assessment (RRA) that is being conducted following the Risk Analysis and Management for Critical Asset Protection (RAMCAP®) standard detailed in the J100 (Risk and Resilience of Drinking Water Systems) guidance developed jointly by the AWWA, ASME and ANSI.



Brian Crooks, AICP | Transportation

Brian Crooks is an FNI Transportation Planner in the firm's Transportation Planning Group. His experience as a modeler and corridor planner with knowledge of overall MPO planning and funding resources, travel demand modeling, GIS for transportation planning applications, demographic analysis and multimodal transportation planning allows him to serve his clients in the public and private sector. Brian is also proficient with ArcGIS, TransCAD and SketchUp. As a former MPO planning specialist, Brian is familiar with state-level funding and will assist in the development of project needs.

Relevant Project Experience

Comprehensive Plan | City of Pflugerville | Transportation Planner | FNI prepared a comprehensive plan for the City's "Aspire 2040" that included public engagement, establishing a vision and guiding principles, land use and character, transportation and mobility, infrastructure, community facilities and services, economic resiliency, healthy communities and neighborhoods and implementation. Public engagement included a variety of techniques to meet people where they are most comfortable and to respond to pandemic-related restrictions on public gatherings.

Comprehensive Plan with Parks | City of Manor | Transportation Planner | FNI is preparing Manor's first comprehensive plan. The plan, with 2050 plan horizon, includes development of a community snapshot, vision and goals, land development and growth, economic resilience, transportation and mobility, infrastructure and sustainability, parks, community branding and urban design and implementation.

Comprehensive Plan and Impact Fee Program Update | City of Port Aransas | Transportation Planner | FNI is providing an update to the Comprehensive Plan (last updated in 2007) and Impact Fee Program (last updated in 2016). Planning components include existing conditions, land use, housing, character, facilities, transportation, infrastructure and implementation. A master drainage plan will also be prepared to identify key capital project needs based on analysis of the existing storm drainage system as well as future land use conditions.

Comprehensive Plan and Parks Master Plan | City of Red Oak | Transportation Planner | FNI is updating the Red Oak Comprehensive Plan and Master Transportation Plan and developing a new Parks, Recreation and Open Space Master Plan. The Comprehensive Plan update will include an emphasis on small area redevelopment and fiscal strategies for infrastructure investment. The Parks Plan will emphasize linear connectivity of neighborhoods and parks and analysis for the potential pursuit of grant funding for CIP projects.

Plano Comprehensive Plan | City of Plano | Transportation Planner | FNI provided a comprehensive plan for a five-year update to Plano Tomorrow, the City's national award-winning comprehensive plan. FNI worked with a hands-on advisory committee to update the fast-growing community's transportation and land use elements.

Experience

19 years

Education

Master of Urban Planning,
McGill University

BA, History, Simon Fraser
University

Registration

American Institute of
Certified Planners, Certified
Planner, #32843

Office Location

Dallas, Texas

Availability

40%

SUBCONSULTANTS



TXP, Inc. (TXP) is an economic analysis and public policy consulting firm with more than 33 years of experience. TXP's consultants have decades of experience working with communities focused on economic diversification and resiliency. Past projects have included small area master plans, citywide economic development studies, corridor redevelopment, expanding tourism and recreational attractions and higher education. The common theme in these studies was the need to link economic opportunity with market demand and the financial resources required for implementation. TXP has also successfully assisted clients with incentive negotiations, including Travis County's recent recruitment of Tesla and Grapevine's recruitment of Kubota Tractor Corp. North America Headquarters. Over the past 30 years, TXP has worked both as the lead consulting firm on projects, as well as in a subaccountant role. For larger comprehensive plans, TXP typically serves in a support capacity focused on economic development and financing. **Travis James, MBA**, has worked with FNI staff over the past 20 years on a variety projects in different capacities, including partnering on projects and working for FNI staff when they were with the public sector.



Travis James, MBA | Market Analysis, Arts and Culture

Travis James brings more than 20 years of experience in economic analysis, strategic planning and policy development. Currently, Travis leads TXP's efforts in economic development, economic impact studies and strategic planning. While at TXP, he has conducted more than 200 economic and tax revenue impact studies for projects located in Texas, California, Florida, Louisiana, Maryland, New York, Pennsylvania and South Carolina. He specializes in sub-regional analysis that requires blending economic analysis, land planning, GIS tools and long-term forecasting. Prior to joining TXP, Travis worked at ExxonMobil in the GIS technology division in Washington, D.C. He also spent five years as a project manager at a national economic development consulting firm where he worked on numerous studies throughout the United States.

Experience

21 years

Education

MBA, St. Edward's University

BA, Economics, University of Texas at Austin

BS, Computer Science, Texas State University

Office Location

Austin, Texas

Availability

40%

Relevant Project Experience

Comprehensive Plan | City of Pflugerville (sub to FNI) | Economist

Economists-on-Retainer | City of Brownsville | Economic Development

Economic Development, Market Demand, and Incentives Analyses Services | City of Grapevine | Economist

Real Estate Demand, Absorption, and Taxable Value Analysis for the Trinity River TIRZ | Tarrant Regional Water District | Economist

Comprehensive Plan and Downtown Plan | City of Hutto (sub to FNI) | Economist

Comprehensive Plan and Unified Development Code | City of McAllen (sub to FNI) | Economist

Comprehensive Plan with Parks | City of Manor (sub to FNI) | Economist

SECTION B: PROJECT EXPERIENCE AND QUALIFICATIONS

The FNI UP+D team works exclusively for cities, counties and other public sector clients. Our teams work on public sector planning projects every day without a conflict of interest from private development work. Our experienced team members will develop a plan for the City that is innovative and unique to Lockhart, implementing best practices from municipalities across Texas and beyond.

Our experienced staff have developed not only comprehensive and downtown plans for public sector clients, but also plans for transportation, small areas, water supply and distribution, wastewater, parks and open space, stormwater, hazard mitigation and resiliency. We have a history of carrying these plans through to implementation with zoning and subdivision regulation rewrites, impact fee feasibility studies and infrastructure/facilities/park design projects.

Proven Track Record: Our award-winning planning team has provided services to more than 250 clients, large and small. We have seen some of our long-term clients grow from populations of less than 5,000 to more than 50 times that size – all strengthened by our sound planning guidance. Our group has developed plans for downtown revitalization, transportation, small areas, water supply and distribution, wastewater, parks and open space, stormwater and resiliency.

Trusted Advisor: The City of Lockhart’s Comprehensive Master Plan Update requires a planning consultant that understands local and regional issues and can engage, generate enthusiasm and guide the community in envisioning Lockhart’s future. This effort must capitalize on opportunities for economic development and best uses of land, while respecting citizens’ vision for their community and preserving Lockhart’s unique character. We are available to walk step-by-step with Lockhart through project implementation and beyond. As a full-service consulting firm, we provide a wide range of services to assist the City throughout the planning, infrastructure, funding, codes, ordinances and approval phases, acting as a trusted advisor to City leadership and serving as an extension of City staff.

2022 Comprehensive Plan Award | APA Arkansas



FNI led the development of a new comprehensive plan for the City of Siloam Springs, Arkansas. ***Our holistic approach to community engagement made the plan a success.*** Highlights included:



- Informational videos featuring Comprehensive Plan Advisory Committee (CPAC) members, so the community hears from their friends and neighbors
- A monthly newsletter with more than 400 unique subscribers to keep everyone up-to-date on the process and upcoming input opportunities
- Participation and promotion at local events and festivals, like the community-wide rock scavenger hunt and the annual Dogwood Festival
- Development of a unique brand and logo, which was eventually adopted as the City’s official flag
- Stakeholder interviews with local business owners, nonprofits and community services, residents, developers and City Staff
- Frequent in-person and virtual CPAC meetings, Open House events and Virtual Open House engagements
- Creation of an ArcGIS StoryMap to summarize the complete plan document and process
- Various newspaper articles and social media features
- Numerous displays and input activities at City Hall and the public library
- “Meetings-to-go” kits to enable neighborhood groups to conduct their own focus group meetings
- Project website with built-in translation capabilities and latest information/draft documents

Following adoption, the public’s role has shifted toward ensuring accountability for the plan’s implementation. FNI is currently working with the City to develop an implementation tracking tool – a public-facing dashboard that displays progress on individual action items and on the overall desired outcomes/performance metrics.

FNI'S SELECT PLANNING EXPERIENCE

CLIENT	AREAS OF FOCUS					
	Comp/Small -Area Plan	Downtown	Parks/Trails	Codes/ Regs.	W/WW	On-call Services
Aledo Eco. Development Corp.	●	●				
City of Alvarado	●		●		●	
City of Balch Springs	●		●	●	●	
City of Big Spring	●	●	●			●
City of Brownwood		●			●	
City of Buda				●	●	●
City of Burleson	●		●	●	●	●
City of Canyon	●	●		●		
City of Cedar Park	●	●			●	●
City of Celina	●		●		●	●
City of Corinth	●			●	●	●
City of DeSoto	●			●	●	●
City of Duncanville	●			●	●	
City of Edmond, OK	●	●	●		●	
City of Fate	●		●			
City of Fredericksburg	●		●	●	●	●
City of Frisco	●	●	●	●	●	●
City of Fulshear					●	●
City of Georgetown	●			●		●
City of Granbury	●	●			●	
City of Greenville	●		●			●
City of Hudson Oaks	●		●			
City of Hutto	●	●			●	●
City of Kilgore	●	●			●	
City of Live Oak	●					
City of Longview	●	●	●	●	●	
City of Lubbock	●		●		●	
City of Manor	●	●	●			
City of McAllen	●	●		●		
City of Midlothian	●	●		●	●	●
City of Odessa	●	●				
City of Pflugerville	●			●	●	●
City of Port Arthur	●	●		●	●	
City of Portland	●			●	●	
City of Red Oak	●	●	●	●	●	●
City of Richland Hills	●	●		●	●	●
City of Rowlett	●				●	●
City of Runaway Bay	●			●		●
City of Seabrook	●				●	
City of Seguin	●	●			●	●
City of Victoria		●		●		
City of Wichita Falls	●	●			●	
Downtown Fort Worth, Inc.	●	●	●			
Town of Prosper	●		●	●	●	
Town of Sunnyvale	●			●	●	

Detailed project descriptions provided for highlighted rows begin on page 20.

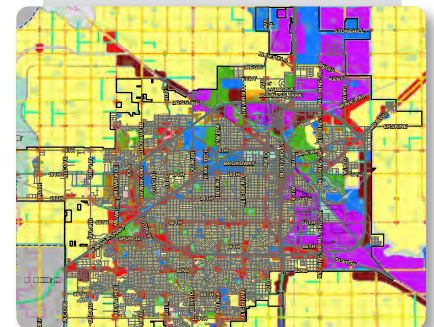


PROJECT SUCCESS CITY OF LUBBOCK

FNI developed a new **Comprehensive Plan for the City of Lubbock**. The City had not updated its Comprehensive Plan since 1986, when the population was approximately 175,000. Today, the population is more than 250,000.

The first phase was to develop an interim Future Land Use Plan to help City staff make informed development decisions that were on-trend with the current development market. After the adoption of the interim Future Land Use Plan, development of the remaining plan chapters commenced, which included vision, growth management, infrastructure, parks, housing, community character and implementation.

The planning process was led by a 35-person CPAC. The CPAC developed core ideas to guide the plan recommendations. This process included extensive public engagement consisting of stakeholder meetings, public meetings, CPAC meetings, online surveys, social media and meeting tool kits.



DEMONSTRATION OF QUALIFICATIONS AND RELEVANT EXPERIENCE

Adequate and Experienced Current Staff

We have put forth the advance planning effort to verify that we have the *right people and subconsultants on our team, in the right place, with the right availability* to meet the City's goals. FNI's 25-member UP+D group has the breadth of experience to offer Lockhart a wide range of in-house planning services.

Our award-winning planning team collectively brings more than 300 years of experience in a wide range of discipline backgrounds including: land use planners, meeting facilitators, designers, land use attorneys, civil engineers and code specialists. FNI also maintains access to more than 1,000 highly-qualified, multidiscipline professionals who can supplement the project team, as needed, to meet project demands.

Commitment of Staff

Part of what makes FNI unique is its experience as *"doers"* when it comes to planning. The FNI and TXP team is committed to providing responsive service and understand that time is money. We recognize the importance of meeting or exceeding requirements, while keeping project costs within the City's available resources. FNI has earned a reputation for meeting client budgets without sacrificing service. Our project leaders are skilled at making adjustments to fit projects into their allocated budgets, and will work with City staff to make this happen. We commit to being available and responsive to your needs. *All team members are available to begin work immediately and have adequate time to perform high-quality, responsive work.*

FNI PLANNING BY THE NUMBERS

250+	Municipal planning clients served
57	LEED® and ENV SP professionals firmwide
23	UP+D staff
12	American Institute of Certified Planners
7	Transportation Planners
6	Landscape Architects
4	Serve in APA leadership positions
2	Fellow AICP

CURRENT PROJECTS

The following is a list of projects currently under contract in which members of this project team are active and anticipated to remain active at the anticipated time of a contract with the City of Lockhart.

CURRENT FNI PROJECTS MATRIX			
Project Name Client	Key Team Members*	% Complete	Anticipated Completion Date
Comprehensive and Downtown Plans City of Hutto	Chance, Caitlin, Mattie	90%	February 2023
Comprehensive and Downtown Plans City of Seguin	Chance	90%	March 2023 adoption
Unified Development Code City of Victoria	Chance	60%	Summer 2023 adoption
Comprehensive Plan and Unified Development Code City of McAllen	Chance, Caitlin, Mattie, Shubhangi, Brian	50%	Summer 2023 adoption
Unified Development Code City of Georgetown	Chance	10%	Fall 2024 adoption

**One-page resumes detailing each team member's experience, education, registration and availability can be found in Section A.*

CURRENT FNI PROJECTS MATRIX

Project Name Client	Key Team Members*	% Complete	Anticipated Completion Date
Unified Development Code Amendments City of Pflugerville	Chance	75%	April 2023 adoption
Campus Master Plan Texas A&M University - Kingsville	Caitlin	15%	Fall 2023 adoption
Comprehensive Plan City of La Porte	Shubhangi	75%	April 2023 adoption
Comprehensive Plan City of Midlothian	Chance	20%	Fall 2023 adoption
Comprehensive Plan City of Prosper	Chance	20%	Fall 2023 adoption
Water Availability SH-130 Lower Colorado River Authority	Jessica	75%	Spring 2023 completion
Impact Fee Update City of Little Elm	Jessica	50%	Summer 2023 completion
On-Call W/WW Modeling City of Seguin	Jessica	N/A	Ongoing service with limited hours each month
Water and Sewer Cost Recovery City of Waco	Jessica	50%	Summer 2023
Wastewater Master Plan City of Lago Vista	Jessica	90%	March 2023 adoption
Mobility Plan and Impact Fees City of Brownsville	Eddie, Brian	50%	Summer 2023
Impact Fee Update City of Lockhart	Eddie	75%	Spring 2023
Comprehensive Plan and Impact Fee Update City of Port Aransas	Eddie, Brian	70%	Spring 2023

“*This was an incredibly challenging project, complicated further by COVID-19. The timeline was almost double what was originally planned. The whole FNI team was helpful, adaptable and positive. We appreciate the flexibility and reliability of the group. The FNI team is talented and has substantial subject-matter expertise which aided the project in reaching adoption. The City of Plano very much appreciates your support.***”**

Christina Day, Director of Planning
City of Plano

PROJECT EXPERIENCE

Community Visioning and Comprehensive Plan | City of Georgetown

In Fall 2017, the Georgetown City Council initiated the process of developing a new vision statement. The purpose of the statement was to inform the Council's goals and strategies and the 2030 Comprehensive Plan Update, and ultimately align the community's future direction. Sources of input for the development of the vision statement were online surveys, City Council interviews and a public meeting. Keywords and phrases were gathered, and a list of the top reoccurring words were taken before City Council for review. At the end of the process, the following vision statement was confirmed by the City Council on December 12, 2017:

"Georgetown: A caring community honoring our past and innovating for the future."

✓ Communicating Fiscal Impacts of Land Use Decisions

Beginning in 2018, FNI developed Georgetown's 2030 Comprehensive Plan. FNI worked closely with City staff and a steering committee throughout the 22-month plan-development process. The plan included four major elements that focused on the following key issues:

Land Use – Scenario land use planning utilizing the City's fiscal impact model to prepare for fiscally responsible growth. Scenario development focused on the number and type of dwelling units, amount of commercial square footage and opportunity to support target industry employment centers.

Housing – Affordability, diversity and preservation of housing stock, with special consideration for senior, low-income and workforce populations. Development of the housing element was supported by a subconsultant, CDS Community Development Strategies.

Subarea Planning – Furthered implementation of the City's Williams Drive Study, including recommendations that focus on land use, connectivity and streetscape design.

Gateways and Image Corridors – A review of the existing corridor classifications and designations along 14 corridor segments, resulting in the development of two new corridor classifications and redesignation of multiple corridors to better reflect the vision for Georgetown's image.

✓ Implementation Success

The extensive community outreach program included three community events, 18 Steering Committee meetings, 18 meetings with the City Council, 10 meetings with the Planning and Zoning Commission, three online surveys and numerous stakeholder events with local organizations. The City organized an On the Table event, which enabled more than 1,400 participants to conduct and participate in discussions at their home or office with friends, family, neighbors or other groups of 8 to 12 people, and report the information back to the City via photo, email or drop-off. The citywide engagement day coincided with National Night Out, while community members were encouraged to participate in the exercise on that day, the toolkits were also available throughout the month. The plan's implementation guidance included actions linked to plan policies and goals.

✓ Innovative Public Outreach

FNI provided the City with a tool to proactively monitor key focus indicators to track progress on achieving each of the plan's goals or if further adjustments are needed. The resulting plan is framed around thought-provoking graphics that visually convey the key messages and recommendations of the plan in a way the average citizen is excited to pick up and read.



Reference

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Comprehensive and Downtown Plan | City of Hutto

FNI prepared a comprehensive plan and downtown master plan for this fast-growing suburb of Austin. A community engagement approach was developed, including an interactive project website with seamless integration of virtual engagement tools such as virtual town halls, online interactive surveys and interactive maps using virtual pins. Transportation and mobility were updated and a neighborhood and housing assessment was performed to evaluate neighborhood completeness and identify appropriate programs to encourage stability and explore housing typologies.

✓ Communicating Fiscal Impacts of Land Use Decisions

The land use component featured a scenario-based approach to expose metrics, consequences and trade-offs based on differing approaches to the City's future and connects with economic understanding to bridge gaps between the vision and market. Transportation and mobility were updated to achieve greater balance and complete streets approaches, including the development of new roadway sections. Utility systems, stormwater management, and facilities and parks focused on the relationship between quality of life and best practices for fiscal performance. Economic resilience emphasized not just economic development, but how to position Hutto sustainably within local, regional and state markets. A neighborhood and housing assessment was performed to evaluate neighborhood completeness, identify appropriate programs to encourage stability, and explore housing typologies to address compatibility with character while allowing for incremental change. Urban design and historic preservation were discussed in light of growth pressures.

✓ Implementation Success

Implementation featured a metrics-driven approach to assessing the plans' successes, including a diagnostic report of code changes needed to best align with plan outcomes.

✓ Innovative Public Outreach

A robust community engagement approach was developed, including an interactive project website with seamless integration of virtual engagement tools such as virtual town halls, online interactive surveys and interactive maps using virtual pins. This was supplemented with an advisory committee, stakeholder meetings, multi-day design workshops and community events designed to reach every corner of the community. Post-pandemic understanding, combined with equity, pervaded the entire planning effort.

✓ Lessons Learned

- » Changes in municipal leadership and willingness to shift schedule for client comfort required more frequent communication with the City contact and targeted engagement with new leadership to confirm understanding.
- » Overcame apathy in engagement by working heavily with an advisory committee and City Council used in an "ambassador" role for the process and aggressively targeting other popular events to piggyback engagement.
- » A high growth rate in the community and the challenge of getting ahead of the curve often meant adjustments to scenario models, which were resolved through frequent communication and monitoring of development activity, standard check dates and a final check just before adoption.
- » Got to a sustainable development pattern by using a combination of triple-bottom-line analysis and fiscal modeling, and verifying future land use categories and direction on infrastructure investment led to better capabilities to fund quality of life improvements.



Reference

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Comprehensive Plan | City of Live Oak

FNI prepared a new Comprehensive Plan responding to the significant degree of growth and change experienced in the recent years. Particular areas of focus included developing medical and corporate core, strengthening retail corridors, housing options, zoning updates, tourism and transportation. Regional context was critical to inform these efforts, particularly the northeast San Antonio Metropolitan Area.

✓ Communicating Fiscal Impacts of Land Use Decisions

City leadership and the public recognized early that Live Oak was reaching build-out. This led to the question of how Live Oak reinvents itself for the future, especially to achieve financial capacity that preserves and enhances the quality of life. FNI developed information regarding “trade-offs” that came with maintaining the status quo compared to not acting to address key developments showing signs of distress and obsolescence based on financial performance data of appropriately scaled redevelopments in the region. This charted a course for mixed-use approaches to key nodes in the city, coupled with a green network to allow access as Trail-Oriented Design (TrOD).

✓ Implementation Success

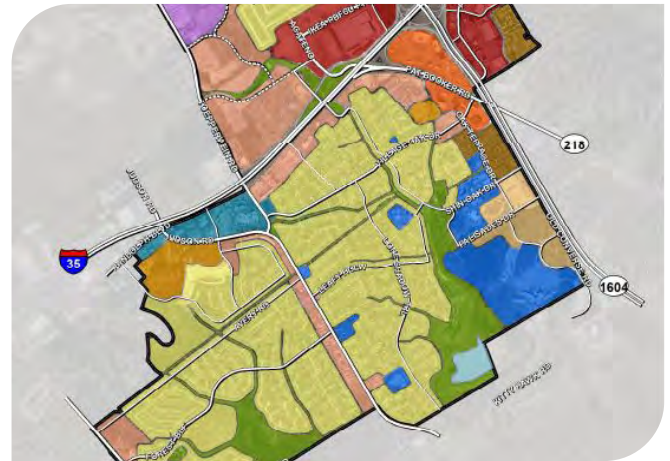
The plan is divided into chapters on vision and guiding principles, land use and development, transportation and access, resiliency and livability and implementation. The actions found in the implementation chapter are structured around the City’s capacity to implement and build short- and long-term momentum. The key to this is moving beyond action metrics to outcome metrics. Outcome metrics allow Live Oak to not just measure progress on plan implementation but also determine if the actions they are taking are working or if further adjustments are needed. The resulting plan is framed around thought-provoking graphics that visually convey the key messages and recommendations of the plan in a way the average citizen is excited to pick up and read.

✓ Innovative Public Outreach

Recognizing that public involvement is key to building consensus, FNI employed innovative strategies to engage the community and identify issues. FNI carefully reviewed demographics, employment patterns and community activity to identify the best ways to “meet the citizens where they are rather than at our convenience.” With an aim to achieve diverse feedback representative of Live Oak, FNI leveraged technological outreach tools, including the online engagement software MetroQuest, to engage the public at their convenience and collect input from citizens who shy away from public meetings due to time constraints or feel uncomfortable expressing opinions in public environments. Extensive stakeholder meetings took place with a particular focus on how to best leverage one another through partnerships in support of a unified community vision. Unlike plans based purely on goals and objectives, this plan used an innovative approach to use guiding principles designed to provide a framework for the plan itself, as well as a decision matrix to support creative ideas in the future that might not have been contemplated in the plan.

✓ Lessons Learned

- » The importance of demonstrating how changes are not just to benefit new residents, but also benefit current residents.
- » Creating programs and pathways for local entrepreneurship based on Live Oak’s recognized success in recruiting major retailers and employers, seeking greater connection between the residents, business community and a more unique identity for the City.
- » The role that strong relationships between the City, school district and community college can play in leading to creative solutions and surprising partners.
- » That a radically different approach to engagement compared to past comprehensive plans can be empowering, not just to the residents, but to the City Council as they have new of confidence in the vision for the community.



Reference

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Comprehensive Master Plan Update and Downtown Master Plan | City of Midlothian

FNI updated the future land use component of the *Envision Midlothian* Comprehensive Plan. This update addressed residential diversity, development form, compatibility and zoning recommendations. The adopted Comprehensive Plan Update identified development opportunities within the downtown area as a key strategic priority, leading to FNI's selection to develop a Downtown Master Plan. The project began with an interactive engagement booth at the Art and Wine Festival, allowing quantifiable feedback on community ideas about downtown, as well as comfortable conversations in small groups and one-on-one.

✓ Communicating Fiscal Impacts of Land Use Decisions

FNI conducted an in-depth analysis of existing physical and market conditions, including robust demographic and GIS analysis, to identify key catalyst sites and concepts. From this, FNI built a land use, character plan and an illustrative vision plan for the downtown. Through an iterative process with the CPAC, a variety of innovative recommendations were created, specifically tailored to the unique needs and capabilities of Midlothian, involving municipal capital investment, changes to regulatory approaches in downtown to spur market engagement and fiscal sustainability, operations and promotions techniques to manage downtown and tell its story, smart partnership opportunities and reliable financing mechanisms. The resulting Downtown Master Plan document is a graphically robust, clear, engaging and inspiring document designed with implementation and momentum-building in mind.

✓ Implementation Success

The plan's report was concise, with to-the-point text and graphics built around identifying action items or projects the City, private development and other key implementation stakeholders could implement. The Comprehensive Plan was adopted in 2017, and the Downtown Plan was adopted in 2020. The Downtown Plan, due to its viral-like success in public engagement, has experienced monumental success in implementing the recommendations that were the most expensive and controversial: creation of a new town square with a city hall and library in the center, and acquisition of the three largest eyesore properties to flip into a master developer procurement in order to facilitate their redevelopment.

✓ Innovative Public Outreach

This project was enhanced by a robust online engagement effort built around the MetroQuest platform, garnering more than 1,100 responses and more than 32,000 data points, allowing for complete georeferencing of all feedback, interactive map exercises and collection of hundreds of open-ended ideas and hopes for downtown. This was then augmented through a full day of stakeholder meetings with key interested parties to understand their issues, barriers and opportunities. The process and feedback formed the basis for a full-day design charrette that was open to the public, using a local downtown business and coffee shop as the host to facilitate a comfortable "storefront" environment that would attract the public.

FNI facilitated the Downtown Master Plan Advisory Committee's completion of a SWOT-like analysis of downtown and a core area of focus, leading to goal identification and a cohesive vision.



Reference

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Comprehensive Plan | City of Pflugerville

FNI prepared *Aspire 2040*, encompassing a snapshot, vision and guiding principles, land use and character, transportation and mobility, infrastructure, community facilities and services, economic resiliency, healthy communities and neighborhoods and implementation.

The plan established key planning horizons for consistency with community facilities and public services, including population and geographic factors. FNI's recommendations considered Pflugerville's position within Central Texas' competitive economic development environment, seeking to identify those attributes that can distinguish Pflugerville and bring about the desired quality of life.

✓ Communicating Fiscal Impacts of Land Use Decisions

As a high-growth city with a complex, changing economy, it was critical to link economics, market capacity and the community vision. With so much in flux, a scenario planning model was selected as the planning effort framework. FNI used GIS-based algorithms and analytics distilled into easy-to-understand visuals and developed multiple scenarios. This illustrated trade-offs related to various future development patterns, bringing in current market demand, long-term desired state or aspiration goals of the community and any financial resources required. The scenario approach fostered a better understanding of how short-term development decisions regarding preference and location impact Pflugerville's fiscal situation 10 years later.

✓ Implementation Success

This plan set a vision for Pflugerville to strive to achieve. FNI developed a plan set in market realities that was implementable. *Aspire 2040* shows the value of effective community planning to the state of Texas and its people. The future of Pflugerville depends on the direction this document provides and will affect the quality of life and business opportunities in the community. FNI's work demonstrates the high-quality planning that the UP+D is capable of and that the APA-Texas Chapter wishes to recognize.

✓ Innovative Public Outreach

The plan effort took place entirely within the COVID-19 pandemic environment, requiring all community engagement to occur in virtual or socially distant settings. FNI leveraged several tools to achieve meaningful community consultation. Highly interactive, visually-based survey tools provided direct feedback with high rates of participation, including normalizing open comment features that allowed participants to provide feedback in their own words. Interactive virtual open houses used Zoom combined with Facebook Live, coupled with follow-up polling that allowed the open house to run for over a week rather than just one point in time. A variety of social media platforms were used to create community conversations, and a number of other socially-distanced events were coordinated using library programs and home-based events like "chalk your driveway" to allow the community to illustrate their vision for Pflugerville in 2040.

✓ Lessons Learned

- » Entirely COVID-based public engagement resulted in reaching more people and greater diversity.
- » Confirming effective guidance to inform code revisions so staff could draft on their own, through careful coordination between City staff leaders and the project team aligning with their staff development goals.
- » Enabled mixed-use by-right in conventional zoning regulations, since the City leadership was not comfortable fully-transitioning to a form-based code, but wanted similar outcomes. This relied on our exceptional experience with all code types.



Reference

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PROJECT PLANNING AWARD
UNIFIED DEVELOPMENT CODE, 2018

Unified Development Code | City of Buda

The City of Buda's UDC provided a particularly unique example of the FNI team's ability to execute innovative planning practices in a manner highly customized to the unique needs, philosophies and capacities of the City. The Buda UDC is a hybrid code using form-based codes in both an infill and greenfield setting, within downtown and outside of downtown.

Diversification of housing was a critical issue for Buda, as 98% of the housing units were in single-family detached housing or large-scale apartment complexes. Buda sought to achieve increased density in a more thoughtful manner consistent with community goals. While the form-based code was a significant factor, the FNI team also modified the conventional residential zoning districts to allow most to accommodate the "next increment of density" by-right. The smallest lot single-family district was modified to allow duplexes and townhomes, and a new district was created that allowed duplexes and townhomes through fourplexes.

Accessory dwelling units were established as by-right use with some limited conditions. The zoning standards contained both lot size restrictions and density, with the only way to maximize density being to mix in units other than single-family detached housing. In the year following code adoption, approximately one-quarter of new units being entitled were comprised of "missing middle" housing types. Buda also sought to promote forms of development that were new and innovative but did not want to prescribe complete standards in order to allow additional flexibility and creativity. The FNI team crafted a unique set of provisions for "Innovative Residential Development" that provided some critical requirements as well as some flexible guidelines, allowing it by-right with Planning and Zoning Commission confirmation. This was done to allow greater comfort for the elected and appointed officials as well as to allow easy amendments to become entirely administrative in the future. The Buda UDC was written in a "plan in plain English" mindset, resulting in an easy to read, understand and interpret code. The code incorporates heavy use of illustrations and graphics. The processes and standards were carefully structured for administration by a small staff with limited resources. The online version of the code contains internal links to other relevant sections within the UDC, as well as links to defined terms for easy clarification. A hard copy version was designed to allow creation of quick-reference pages for handouts. Nearly all design-related regulations include graphical representations for easy interpretation and clarity.

Reference

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Comprehensive Plan | City of Lago Vista

FNI prepared a long-range, issue-based planning document to address the City's growth and environmental constraints. The plan priorities and solutions were largely based on community feedback, with public meetings reaching more than 500 people and two online surveys. Development of the plan was guided by a steering committee made up of residents and local developers.

As part of the community engagement process, the FNI team prepared a graphic to highlight the top 10 issues expressed during the extensive public outreach and the corresponding plan recommendations related to each issue. The result enabled participants to better understand how their input was addressed. FNI continues to use similar summary graphics as a best management practice to confirm that contributors' input is addressed and to help readers understand the connection between their valuable input and plan recommendations.

The City's vision included expanding as a resort community, attracting retail development and ensuring safe mobility options. Some of the unique issues in Lago Vista include extreme topography, two struggling golf courses and a park system operated and accessible only through HOAs.

The plan was adopted in May 2016 – three months ahead of schedule and within the planned budget. The plan includes a detailed implementation plan, which functions as a checklist for City staff and officials. Lago Vista's plan recommendations were prioritized by those to be initiated within Year 1 following adoption, Year 2 and beyond. Within the first quarter following plan adoption, the City had initiated or completed 23 percent of the plan's recommended action items.

Reference

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Downtown Master Plan | City of Victoria

FNI prepared a Downtown Master Plan for the City of Victoria to support community revitalization and encourage the preservation of the area. The City was motivated by goals of improving fiscal resilience, particularly concerning the long-term impacts of Hurricane Harvey, while also preserving the City's unique free-market approaches without zoning. Based on the City's Comprehensive Plan, the planning effort featured a blend of in-person, socially distant and virtual engagement efforts in response to the COVID-19 public health emergency. Multiple surveys, coupled with community events and activation of public spaces, sought to drive participation and excitement, inspiring the community and entrepreneurs alike.

FNI prepared an analysis of the study area to evaluate the physical, policy/regulatory and land assembly/ownership frameworks. The results were then infused with an economic development assessment and market analysis, resulting in catalyst location identification. The Downtown Master Plan addresses redevelopment opportunities and challenges, housing and urban design, open space and public art, leveraging Victoria's character and culture. An illustrative master plan and series of renderings and other illustrations brought the vision to life in a way that generated increased support.

FNI capped the effort with a robust implementation strategy to address a variety of policies and actions, prioritize and group strategies into momentum-building decision packages, identify action and outcome metrics, form a CIP and financing strategy and audit development ordinances to operationalize the plan. Following adoption, the City engaged FNI to design the expansion and reimagining of DeLeon Plaza, which was one of the most significant catalyst projects identified. In addition, the City asked FNI to create a new Unified Development Ordinance to implement several policy recommendations in the plan.

Reference

Danielle Williams
Executive Director
105 W Juan Linn Street
Victoria, Texas 77901
361-485-3060
dwilliams@victoriatx.gov

Comprehensive and Downtown Plan | City of Seguin

FNI is preparing a comprehensive plan and downtown plan as concurrent, coordinated efforts. In recent years, the City has expanded beyond the previously defined boundaries of its existing comprehensive plan, adopted in 2010. The City also has experienced explosive growth in residential development, especially in the last three years. To account for this growth and direct future growth to meet the City's vision, an update is needed to identify community goals and provide guidance on planning-related decisions to help shape the City's future. Consideration will also be given to the history and natural environment of Seguin.

Both the comprehensive master plan and downtown plan will feature a combination of virtual and in-person engagement, including a combination of advisory committee meetings, stakeholder meetings, community events, open houses, virtual open houses, online surveys and interactive map feedback systems. The project includes an interactive project website seamlessly integrating all virtual tools and providing enhanced transparency.



Reference

Pamela Centeno
Director of Planning/Codes
205 N River Street
Seguin, Texas 78155
830-386-2505
pcenteno@seguintexas.gov

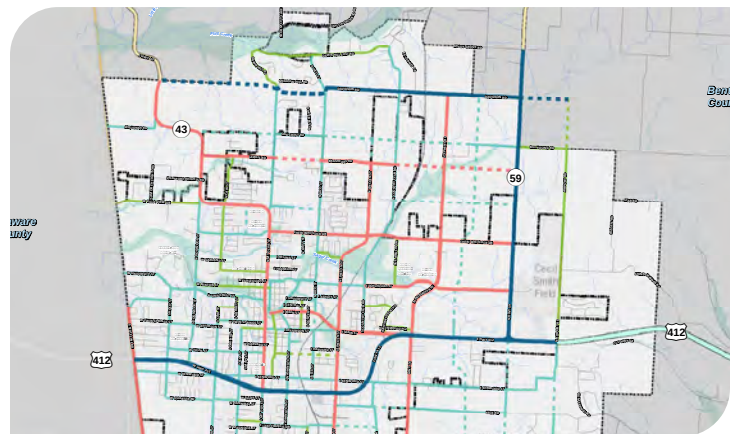
Comprehensive Plan | City of Siloam Springs, Arkansas

The City of Siloam Springs, Arkansas engaged FNI to develop a Comprehensive Plan that guides the City's rapid growth for the coming decades. The Plan provides an overview of the City at the present time and proposed goals, objectives and policies to assist the City in planning for the future.

An economic development component included a fiscal analysis to ensure the plan's vision and proposed future land use recommendations can be achieved. Other plan elements focus on land use, mobility, housing, community character, livability and public facilities and services. An implementation strategy included an action matrix and performance measurements to allow the City to easily monitor the plan's progress.

The planning process included extensive public participation efforts and was guided by a steering committee of community stakeholders. Both traditional and virtual engagement opportunities were used to ensure participation and to mitigate the impact of restrictions on public events and gatherings due to the COVID-19 pandemic.

The plan was unanimously adopted in July 2022. FNI is now working with the City to build an implementation tracking dashboard, which will be used to measure progress on the plan's action items and the overall guiding principles.



Reference

Don Clark
Community Development Director
410 N Broadway
Siloam Springs, Arkansas 72761
479-373-6444
dclark@siloamsprings.com

EXPERIENCE WORKING WITH COMMUNITIES CLASSIFIED AS “FASTEST GROWING”

FNI's UP+D Group is the firm cities turn to when preparing for and experiencing rapid growth, and the unique challenges and opportunities that accompany. In fact, FNI has been featured at the last two Texas Municipal League conferences, presenting the key steps and tools for communities as they prepare for growth. Cities often turn to us because of our depth of experience and focus on implementation, coupled with deep experience in infrastructure and facilities master planning.

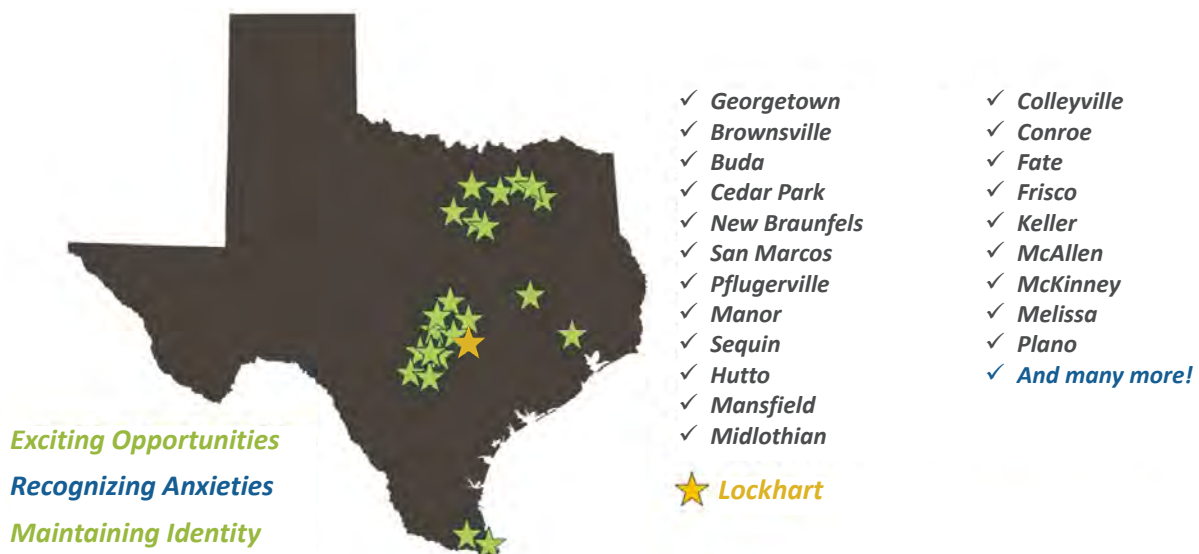
✓ Case Study: Frisco

We have been fortunate to serve as a trusted advisor to the City of Frisco through critical moments of their growth over the last four decades, from the time they had a population of 6,138 in 1991 to today as they surpass 210,719. Our work has helped them manage the transition from rural exurb to bedroom community to one of the leading economies of North Texas. We have seen them through multiple comprehensive plan updates, created new development ordinances and steered all manner of public facilities master planning to ensure they stayed ahead of their growth challenges through thoughtful, expert advice. It was the fastest-growing large city in Texas and the U.S. in 2020, though it was ultimately surpassed by another city also served by FNI. They recently engaged us to update their comprehensive plan in 2023.

✓ Case Study: Georgetown

The City of Georgetown engaged FNI as they began to see indicators that their already growing community was escalating. In 2019 we completed their Comprehensive Plan, which focused on managing the growth in a sustainable manner while also specifically addressing growing issues of equity and affordability. They particularly valued our experience in public engagement in fast-paced environments, which can be challenging as many residents had only moved in the last couple of years and had not yet established an identity/connections to Georgetown. We introduced a data-driven, scenario-based approach especially focused on fiscal performance, as Georgetown wanted to identify paths to assure development would improve the quality of life for existing residents without burdening limited resources. Georgetown subsequently engaged FNI to serve as Acting Planning Director while the director was out on parental leave, recognizing our skill and comfort in managing large caseloads and coordinating with areas like utilities. They recently engaged us to rewrite their UDC over the next 18 months.

FNI Knows Fast-Growing Cities



EXPERIENCE WORKING WITH PUBLIC FACILITIES

As described in relation to experience with high-growth cities, one of the most significant issues those cities face is assuring adequate public facilities. This can be especially challenging when those cities are experiencing leapfrog-style development, in which properties seek to develop when they are not immediately adjacent to infrastructure. This can result in various challenges, from how to fund significant extensions (even at developer expense) to pressure to pursue interim solutions rather than long-term permanent ones. Likewise, issues of water supply and wastewater processing/transmission capacity can occur if the City is not constantly modeling potential developments, updating master plans and monitoring real capacity.

The same holds true for stormwater management, as outfalls must be carefully coordinated with infrastructure in place and design manuals current to appropriate storm events and assumptions to avoid adverse impacts both upstream and downstream. Likewise, transportation can present challenges, as previously rural lanes shift suddenly in traffic character to heavy suburban traffic volumes. Cities must make every effort to stay ahead of these issues through tools like impact fees, traffic impact analyses and rough proportionality policies to assure fair treatment of existing taxpayers as well as developers.

FNI is the recognized expert in Texas and nationally for its talent in water, wastewater and stormwater master planning to assure facilities adequacy. In fact, no firm has prepared more water and wastewater master plans in Texas than FNI. We have included **Jessica Vassar**, a leader in facilities adequacy within Central Texas. In addition, we have included **Eddie Haas** and **Brian Crooks**, who are experts in transportation planning and roadway exactions to assure rough proportionality and adequacy. These combine with FNI's deeply experienced urban planning team that knows how to integrate these concepts into development regulations—no firm has prepared more development ordinances, like zoning and subdivision ordinances, in Texas than FNI.

Our work in assuring public facilities adequacy has been recognized within the immediate Central Texas region in high-growth cities, including:

- Pflugerville
- Hutto
- Seguin
- New Braunfels (New Braunfels Utilities)
- San Marcos
- Buda



EXPERIENCE ENGAGING COMMUNITIES

FNI's experience in public engagement runs the gamut of techniques. The UP+D group is skilled in managing town hall environments; facilitating candid conversations in small focus groups; bringing a personal touch with one-on-one interviews; reaching the public at their leisure through online engagement technology including online surveys and quick-interactions using mobile device outreach; organizing charrettes structured as small festival-like events; conducting intercept surveys in parks and during events; testing ideas through tactical urbanism so that the community can experience and respond to temporary changes; constructing pop-up events; and even creative interactive public art approaches. Within these environments, FNI can implement a variety of exercises designed to promote interaction and meaningful feedback from the community. For a comprehensive plan, FNI recommends creating a project website using Social Pinpoint, which also has built-in polling and interactive mapping capabilities.

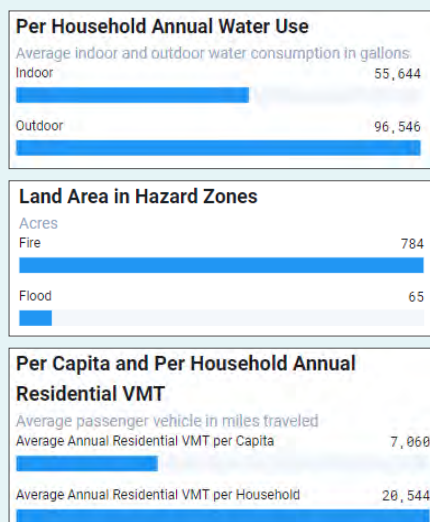
More important than what our team prefers or enjoys doing for engagement is what fits the City's needs. A robust engagement process is essential to identifying the desired future for the community. Our websites and interactive engagement tools are designed to reach thousands of people from the widest demographics possible in a fun and interactive way, collecting actionable and quantifiable data to enhance the project reporting and analysis and build community support. We especially enjoy using interactive maps so people can more easily provide feedback based on their specific, real-world experiences, almost like giving Yelp reviews! We also deploy other tools, like our Ideas Wall, in which the public can present ideas and give them up/down votes.

One of the best ways to engage the younger demographics and people with limited time for public meetings is to utilize social media, such as **Facebook, Twitter, Snapchat, Nextdoor and/or Instagram**. FNI can help its clients capitalize on this market by either running these platforms or giving advice on how to best reach out and stay active through these modes. This is also why we emphasize use of concurrent in-person and virtual public engagement--people have many priorities competing for their time, and we want to ensure we have provided an effective pathway devoid of barriers for them to help define their community's path forward.

FNI is the Leader in Texas for Model-Based Scenario Planning

We recommend scenario modeling during land use planning to assist the City in identifying its preferred path forward out of many possible futures. Stakeholders and the public can be taken through various choices for growth and development in a way that allows them to understand the long-term consequences of varying investments, land use patterns, economic development strategies, social patterns and other decisions. This will allow leaders, as well as the public, to understand trade-offs involved in different approaches to Lockhart's future, establishing community ownership of the desired future. Some of our more common analysis modules include land consumption, energy use, water use, walk accessibility, transit accessibility, transportation, emissions, household costs, risk and resilience and fiscal performance.

Sample of Scenario Metrics



Future Land Use Map Development Process

The Existing Land Use Map serves as the Base Scenario

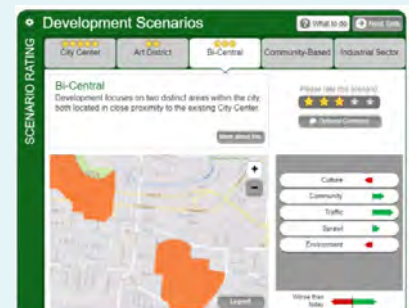
Specific land use types that are appropriate and desirable for the City are identified

Alternative Scenarios are developed through parcel-by-parcel modifications to the Base Scenario

Scenario metrics are evaluated in conjunction with the community's input

A Future Land Use Map is developed based on one or more of the Scenarios

Online Survey for Scenario Input



EXPERIENCE WRITING AND EVALUATING MUNICIPAL LAND USE AND ZONING CODES

FNI has been producing development codes for municipalities for decades, each tailored to the unique community, environment, goals and capacity of their respective communities. **Our team of problem solvers understand how to write codes that implement comprehensive plans to create interesting and vibrant places.** We have the capabilities to overhaul outdated regulations in place and develop new standards that will carry Lockhart into the next decade and provide a framework to be a city of choice in Texas and in the region. No firm has more experience writing development regulations, such as UDCs, zoning and subdivision ordinances, in the State of Texas than Freese and Nichols, with over 100 adopted. Recent examples writing and evaluating zoning codes include:

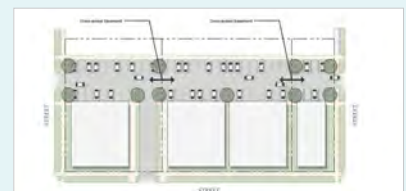
- City of Edmond, OK Code Update
- City of Las Cruces Development Code
- City of Brownsville Master PSA Unified Development Code
- City of Pflugerville Unified Development Code *Aspire 2040* Corridor Code Update
- City of Bee Cave Unified Development Code
- City of Georgetown Unified Development Code

User-Friendly Documents

In addition to visual preference tools, we recommend the use of **visuals and graphics whenever possible in development codes to convey regulatory requirements.** This also helps in a multicultural development environment in which language barriers may be exacerbated by overly technical language. Visual communications can help to overcome this, and create circumstances for easier translation. We use a variety of tools to accomplish this, including CAD drawings, GIS, Adobe Illustrator (including GIS export to Illustrator), Adobe Photoshop, Adobe InDesign, graphic tools within Microsoft Word, a variety of Infographic design tools and even hand-drawn sketches.

FNI's focus is on being innovative by creating user-friendly documents that citizens, staff and elected officials find easy to use. It is important to design an ordinance as **“user-centric code,” rather than a “technical-centric code.”** Our desire for a positive user experience leads to a graphic design approach to codes. For example, we often design the code layout to create natural “cut sheets” a code user can take that show all of the regulations and processes applicable to a particular zoning district, development type, etc. While our codes address all of the standard technical issues of development regulations, they are different from other codes due to the transparent design that allows users easy access to standards and procedures. Notable features include:

- Topic-based sections allowing users to quickly find pertinent information
- Automatic cross-references with hyperlinks promoting easy access and accurate references
- Visuals, such as illustrations, tables, flow charts and photos, that improve clarity and reduce unnecessary duplication
- A document design well-suited for variety of media: traditional hard-copy, online viewing and download for tablet or computer



SECTION C: CONCEPTUAL WORK PLAN AND APPROACH

UNDERSTANDING

It is FNI's understanding that the City of Lockhart is seeking services to **update their Comprehensive Plan to better incorporate the variety of plans that have been produced recently and to strongly align with the community's vision and values.** Much has changed and quickly in Central Texas, we have learned and grown as professionals, as a firm and as a society in a short time, and we look forward to the opportunity to assist the City in creating the next iteration of your Comprehensive Plan.

However, we believe it's more than that. In addition to a great work product, the City of Lockhart needs a partner that goes beyond production of deliverables and facilitates a process that fosters positive relationships among stakeholders and generates community champions. The City of Lockhart would also benefit from a team that is rooted in Central Texas and is excited to uplift their local communities so they can sustainably nurture a high quality of life for their residents, who are also our neighbors.

APPROACH

FNI is proposing a unique approach to the process of this plan update. We will address the typical topics necessary in a Comprehensive Plan Update (outlined below), however, there is one major aspect of the process we would like to propose. This includes an **extended analysis phase that provides the opportunity for additional public engagement, specifically including the community in the generation and review of growth scenarios and the selection of a preferred growth scenario** that becomes the basis for the plan recommendations. This will include conversations around tradeoffs and how certain growth scenarios support (or not) the vision, values and needs of the community in Lockhart.

You will not see sustainability and resilience as a topical section listed in the following approach graphic. That is because FNI, and specifically the Project Manager for this project, are passionate about sustainability and resilience being the most basic tenant on which everything in the plan is in support of. Every chapter or topic in the Comprehensive Plan will be instilled with sustainability and resilience at its core and each recommendation made will be done so based on it's ability to move Lockhart closer to a more sustainable and resilient future, in all the various ways those can apply.

The worst fate of any plan is for it to sit on a shelf not being utilized. FNI believes that no plan is complete without a detailed implementation and action plan that provides the City with a clear and realistic guide on how to achieve the vision and goals of the Plan. In addition to the action plan, FNI provides recommendations on data and metrics to measure success and support regular reporting on progress. **This data-based reporting is essential in allowing the City to demonstrate accountability to the community.**

The graphic on the following page provides additional information on what FNI envisions for the appropriate process and deliverables for Lockhart's Comprehensive Plan Update. Of course, we are happy to adjust this as necessary based on your needs and vision for the process. We are a knowledgeable and passionate team that is here to **not only deliver a superior, actionable product but to also make this an enjoyable and positive process for everyone involved.**



SUSTAINABILITY
at Freese and Nichols

Focused on Sustainability

FNI demonstrates a comprehensive approach to sustainability in all of our work. Through our focus on sustainable initiatives, we strive to satisfy present needs, while preserving the ability of future generations to meet their own needs. It encompasses everything we do, as a company and for our clients, from technical projects to corporate processes, so we can be responsible stewards of our community, environment and finances.

We do This By...

- Creating more livable enjoyable communities
- Designing systems with reduced future maintenance
- Improving community mobility
- Promoting community based economic development
- Preserving local history

COMPREHENSIVE PLAN UPDATE PROCESS



FNI's approach to project management, quality control and community engagement are differentiators we take pride in. These items set us apart from our competitors and are why we continuously receive high regard for the quality of work and client service we provide here at FNI.

PROJECT MANAGEMENT AND QA/QC

Project managers at FNI follow the project management lifecycle, allowing them to plan each task and activity meticulously to make certain the highest chances of success through a variety of processes. This generally follows the PMI model. Our project approach represents operationalizing the PMI process specific to a comprehensive plan effort. FNI's approach to planning projects creates consistent, comfortable communication with the client. This includes:

- Internal and client initiation meetings, so everyone is starting off on the same page
- Kickoff meeting and site tour to ground the team in the place and within the community
- Monthly reports delivered to the client to track the work being completed
- Regular check ins, both among the team and with the client, to make certain work is progressing per the schedule and any issues are being identified and resolved early

FNI has developed formalized QA/QC processes that are used on all projects, including a quality control plan, quality assurance reviews and technical writing reviews. Additionally, our senior advisors are a formalized role on all projects, bringing their deep industry experience to promote innovation and incorporation of best practices.

One key area where planning efforts diverge from traditional PMI approaches is that a planning process, such as one for a comprehensive plan, does not truly end. Instead, it sets up City staff to step into the project lifecycle to carry through to implementation. This is because the plan is not the end goal or the outcome – it is a living document and part of the story. It represents a portion of a project lifecycle recognizing that the City itself is the project as articulated by a community vision. It becomes an accountability tool in which the public seeks to confirm that the engagement during the plan was meaningful and not just a performance. They confirm this by seeing the City make measurable progress that builds momentum, which is why our plans emphasize outcome metrics.

ENGAGEMENT AND OUTREACH

FNI will prepare documents and materials to guide communications and outreach throughout the project. These materials will be reviewed by the City and finalized as agreed upon by the City and FNI. Including:

Public Engagement Plan: Outlining the meetings, surveys, workshops, presentations or other public/community activities that the City and FNI determine and agree to deliver during the project, per the final scope of work.

Communications Plan: Expectations and protocols regarding public information and communications related to the project for use by the City communication teams that may be supporting communication initiatives.

Stakeholder Register: A database housing information on stakeholders, contacts and touchpoints.

Project Website: Developed early in the process and will be created, monitored and updated regularly by FNI as a way for the public to stay informed.

Proven Training and Process Tools

Freese and Nichols University (FNU), our in-house educational development resource, offers employees and clients more than 100 classes in approximately 30 different subject areas, including:

- Assistant Project Manager Training Program
- Project Manager Training Program
- Leadership Development Programs
- Senior Leadership

Development Programs
Process tools provided to our Project Managers include:

One-Page Reports – A reporting procedure that can be used for both internal project team communication and regular project updates for the City. Our One-Page Report is a snapshot view of the project, allowing project managers to be alerted to possible issues and delays, and to keep the City informed about the project schedule and budget.

Business System Technology (BST) Enterprise eResource – helps to manage long-term workload.

Project Manager Portal – gives real-time access into project activities and schedule.

INNOVATIVE PUBLIC OUTREACH

FNI's approach to Public Outreach incorporates a wide variety of in-person and virtual strategies to cater to every audience and meet them where they are. Even before the COVID-19 crisis, this approach was essential to successful planning that represents the full community. People are busy with their daily lives and have many priorities competing for their attention. In addition to in-person engagement, our team is well-versed in conducting and/or facilitating virtual meetings through Zoom, Facebook, Teams, Google and other platforms.

It is more important than ever for all residents have a voice in the planning and decision-making process. In addition to using innovative resources, such as online videos and interactive virtual feedback, our engagement program will include providing hard copy materials and surveys, conducting targeted stakeholder interviews and offering giveaways in exchange for completed surveys at frequently visited locations. FNI has resources throughout the company to support translation into multiple languages, as needed.

PUBLIC INVOLVEMENT ACTIVITIES



In-Person Public Meetings



Virtual Public Meetings



Virtual Tours



Voting with Stickers or Pebbles



Board Responses using Sticky Notes or Markers



Density Exercises with Legos®



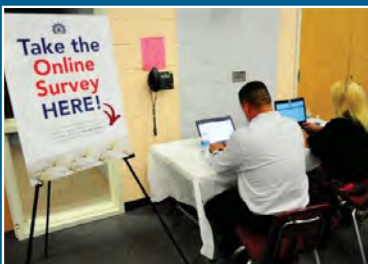
Polling Devices for Q&A and Rating



Character Appropriateness Exercise with Postcards and Push-pins



Small Children Activity Station at Public Meetings



Online Survey Stations



Map Exercises using Markers, Stickers and Land-use Chips



Urban Planning "Career Day" and Input Session with High School Students

Recommended Public Outreach Strategies:



Project Branding and Website

- Brand, logo and supporting package for use in project marketing and outreach
- Unique project website with project overview, schedule, draft documents, virtual open houses, interactive GIS map feedback, polling and other interactive features to inform and engage the community
- Couples naturally with social media, which data indicates is critical to outreach in Central Texas
- Stand-alone websites are critical to transparency, referencing and ease of access



Focus Groups and Stakeholder Interviews

- One-on-one or small group discussions to generate ideas and direction in an intimate setting where participants are more comfortable sharing their opinions and ideas
- Great opportunity to identify potential partners for implementation and momentum-builders
- Discussions held early and throughout the planning process to create an effective feedback loop



Social Media Strategies

- Content to engage social media and direct people to various community input platforms
- Leverage the City's existing accounts, as well as key community influencers
- "Viral" content can help boost all other public outreach



Comprehensive Virtual Engagement Platform

- Survey designed in a fun and interactive way in order to collect actionable and quantifiable data
- Interactive map-based feedback system
- Deployment of visual preference, density visualization and experience-based feedback to engage the public in ways they understand, avoiding technical language/issues that often reduces participation
- Supports integration of virtual open houses and other engagement, which we recommend in-concert with in-person approaches, as well as recognizing competing household commitments



Community Workshops and Virtual Open Houses

- Hybrid meetings with a blend of in-person and virtual content
- Interactive activities, live polling, "paper doll" charrettes, tactical urbanism and other techniques to engage participants and achieve meaningful input
- Leveraging existing events and festivals to meet people where they already are, virtually or in person

EXPECTATIONS OF THE CITY

- Provide the FNI team with the information, advice and guidance necessary to realize a successful process and outcome for the project, especially related to council priorities, community values, hot button political issues, etc.
- Establish, coordinate and facilitate the workings of a Comprehensive Plan Advisory Committee (CPAC) to provide oversight and guidance throughout the process.
- Designate a City staff member to serve as the contact person for the project – someone with enough authority to make decisions, direct the project work, and act as an intermediary between the FNI team and key stakeholders (CPAC, Council, etc.) as required.
- Coordinate communication, meetings, and the transfer of necessary information from the City and other local organizations/entities as necessary for this effort.
- Arrange for locations, setup, refreshments, notifications and advertising for all stakeholders, focus groups and public meetings.
- The City may elect to do City-initiated public engagement efforts and meetings beyond what the FNI team may be scoped to provide, in which case the FNI team may provide supportive content and advice for these efforts but will not attend the events.
- Provide data and information from all previous and current studies and projects (as available and applicable) that may affect the outcome of the Plan. This information will be provided in digital format when possible and available.
- Provide FNI with the most recently updated digital base map and aerial imagery of the planning area for use during the DMP preparation process. These files will be in the form of GIS file types native to ESRI ArcGIS, to the extent possible.
- Coordinate and carry out reviews of draft deliverables promptly, following the project schedule. FNI will provide draft deliverables to the designated contact person, who will be responsible for distributing those to any stakeholder that needs to review the work. This person will then collect and consolidate comments into one clear and concise set of comments and/or changes and deliver those to the FNI team.



REFERENCES

1

City of Pflugerville | Comprehensive Plan

Erin Sellers
Principal Planner
PO Box 589
Pflugerville, Texas 75691
512-990-6305
erins@pflugervilletx.gov

2

City of Hutto | Comprehensive and Downtown Plan

Ashley Bailey, AICP
Development Services Director
401 W. Front Street
Hutto, Texas 78634
512-759-5961
ashley.bailey@huttotx.gov

3

City of Georgetown | Comprehensive Plan

Sofia Nelson
Planning Director
113 East 8th Street
Georgetown, Texas 78627
512-931-7611
sofia.nelson@georgetown.org



Mission

Innovative approaches ...
Practical results ...
Outstanding service

Vision

Be the firm of choice for
clients and employees

Values



LEADS

-  **L** LEARN CONTINUOUSLY
-  **E** ENGAGE AS FAMILY
-  **A** ACT WITH INTEGRITY
-  **D** DELIVER QUALITY
-  **S** SERVE ALWAYS



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CITY OF LOCKHART COMPREHENSIVE PLANNING SERVICES

APRIL 18, 2023

PROJECT TEAM



Edmund Haas, AICP

*Principal-in-Charge,
Transportation,
Public Involvement*



**Caitlin Admire, LEED AP,
ENV SP**

*Project Manager, Planning
Services, Public Involvement*



**Chance Sparks, AICP,
CNU-A**

*Planning Services,
Fiscal/Scenario Planning*



Jessica Vassar, PE

*Infrastructure and
Public Facilities*



Travis James, MBA

*Market Analysis/Arts &
Culture*



**Wendy Shabay
Bonneau, FAICP**

Sr. Technical Advisor/QC



Brian Crooks, AICP

Transportation

**+ A DEEP BENCH
OF TALENT &
EXPERTISE**



PROJECT SCHEDULE



Initiation
(1 month)



**Vision, Goals
& Alignment**
(3 months)



**Growth
Scenarios**
(4 months)



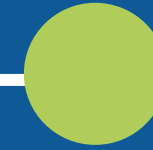
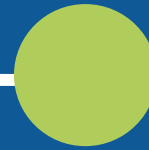
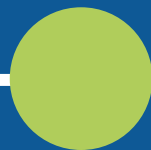
Recommendations
(6 months)



Implementation
(2 months)



Reviews & Approvals
(2 months)



Project Initiation

Engagement
Plan

Data Collection
& Review

Analysis &
Snapshot

Identify
Opportunities &
Challenges

Aligning
Stakeholders

Vision, Goals and
Guiding Principles

Forecasting

Growth Scenarios
and Assessment of
Tradeoffs

Informed Selection
of Preferred
Scenario

Future Land Use

Housing &
Neighborhoods, Health

Transportation & Mobility

Economic Development +
Arts and Culture

Infrastructure + Public
Facilities and Services



Action Plan for:

Physical
Infrastructure

Policy/Regulatory

Operational

Draft Review &
Public Comment

Approvals

*Schedule is subject to change.

PUBLIC OUTREACH



Branding and Website



Focus Groups and
Stakeholder Interviews



Social Media

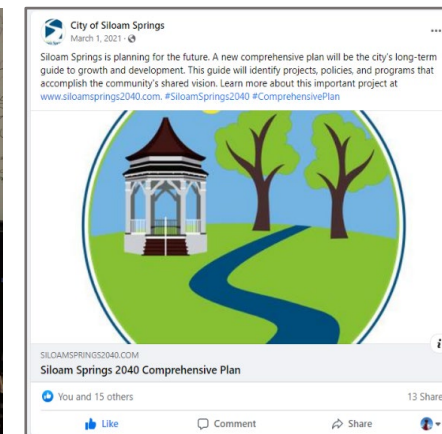


Comprehensive Virtual
Engagement Platform



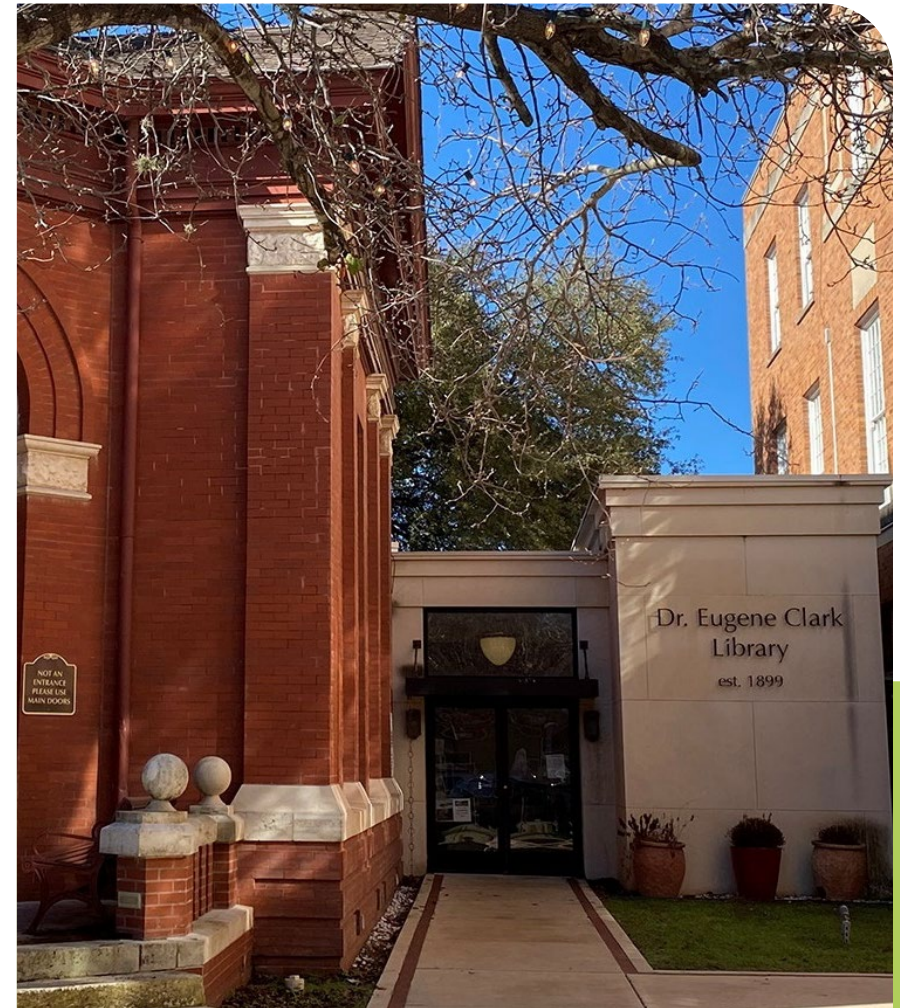
Community Workshops and
Virtual Open Houses

INNOVATIVE
COLLABORATIVE
FUN
CREATIVE
AGILE
MEETING PEOPLE
WHERE THEY ARE



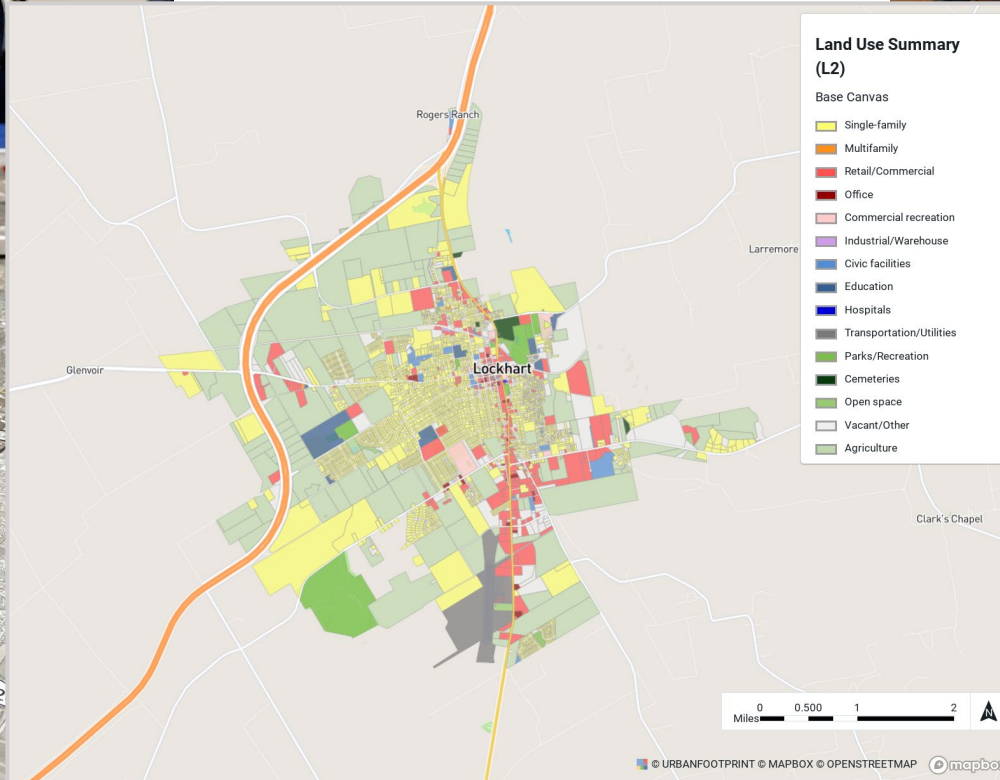
ENGAGEMENT PLAN

- *Kickoff Meeting & Study Area Tour*
- *Website & Online Surveys*
- *Community Conversations (10 focus group meetings)*
- *5 Workshops including:*
 - Advisory Committee meetings
 - Interactive community visioning workshop
 - P&Z/Council Joint briefings or workshops
 - Community scenario planning workshop(s) and tradeoff discussions
 - Community and public outreach events
 - Virtual versions of all public engagements
- *Draft Recommendations:*
 - Full draft plan available for public download and review before adoption



SCENARIO APPROACH

DATA-INFORMED TRADEOFFS COMMUNITY-LED



THANK YOU!

THIS IS *YOUR* PLAN.
WHAT IS YOUR *ONE BIG THING?*

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 18, 2023

AGENDA ITEM CAPTION: Discussion and/or action regarding a Chapter 380 Incentive Agreement with TITAN LOCKHART LAND INVESTORS, LLC.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Titan is currently under contract for 31.485 acres for \$2.89 million in LEDC's Industrial Park 3. During Titan's due diligence period on the property unexpected additional costs were determined by the company.

To incentivize this closing and to ensure a development of a new speculative building, the Chapter 380 agreement before City Council provides a 50% rebate of road impact fees up \$326,000 and require an investment in a building and the property to be at least \$16 million. The taxes realized by the City for this new industrial development would be approximately \$100,000 per year not including whatever personal property would go into the building which would be added by the, at this moment unidentified, tenant. Titan must submit plans for a site permit within 180 days after closing and complete construction and obtain a certificate of occupancy within 18 months from a building permit issued by the City of Lockhart.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: Discussed in Executive session

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Move to approve the Chapter 380 incentive agreement with TITAN LOCKHART LAND INVESTORS, LLC

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Chapter 380 Agreement (Lockhart Ph. 2) 2023-04-14
Final

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Chapter 380 Economic Development Program Agreement (“Agreement”) is made and entered into as of _____, 2023 (“Effective Date”) by and between THE CITY OF LOCKHART, TEXAS, a Texas home-rule municipal corporation (“City”), and TITAN LOCKHART LAND INVESTORS, LLC, a Texas limited liability company (“Titan”).

RECITALS

Pursuant to Chapter 380, Texas Local Government Code, City is authorized to make loans and grants of public money, to promote state or local economic development and to stimulate business and commercial activity within the City, and City has authorized the City Manager to make a grant of money to Titan.

Titan desires to purchase land, construct a shell industrial building within the municipal limits of the City, and participate in the Economic Development Program established in this Agreement.

Titan intends to make a total investment of at least sixteen million and 00/100ths dollars (\$16,000,000.00) in the acquisition of the Property and construction of the Facility (both as defined below), including but not limited to the cost to purchase the Property and required easements or other appurtenances thereto, the design and construction of the Facility (including but not limited to hard construction costs, engineering fees, permitting fees, financing costs, and testing fees), and all on-site and off-site improvements installed by Titan and any ponding required for the benefit of the Property made by Titan following its acquisition and closing on the Property.

City has determined that a substantial economic benefit and the creation of new opportunities of employment will accrue to the City and the surrounding area if the Facility is successfully developed.

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

AGREEMENTS

Section 1. Recitals: The recitals set forth above are incorporated herein for all purposes.

Section 2. Chapter 380 Program and Consideration

The City finds, and the parties hereto agree, that the program established by this Agreement will promote state and local economic development and will stimulate business and commercial activity in the City of Lockhart. City and Titan enter into this

Agreement in consideration of such economic development and stimulation of business and commercial activity as well as the mutual covenants contained herein.

The City's execution of this Agreement, as authorized by Chapter 380 of the Texas Local Government Code, constitutes a valid and binding obligation of the City upon compliance by Company of the obligations as described herein below.

Section 3. Term: This Agreement shall have a term of five (5) years, commencing on the Effective Date and terminating upon the full payment of the Incentive, at midnight on the fifth anniversary of that date, or unless sooner terminated as provided herein.

Section 4. TITAN Requirements

Titan agrees:

- (a) To acquire sufficient land in the City of Lockhart, estimated to be thirty-one and four-hundred-eighty-five thousandths (31.485) acres, ("the Property") that will be suitable for the construction of one or more shell industrial buildings ("the Facility"), as outlined in that Purchase and Sale Agreement dated July 18, 2023 by and between Lockhart Economic Development Corporation, a Type B sales tax corporation, and Titan Property Management, LLC, a New Mexico limited liability company, its successors and assigns "PSA".
- (b) Following acquisition of the Property, to retain title thereto and complete the Facility, and under no circumstances to sell any or all of the Property to a third party during the Term without first constructing the Facility or requiring such third-party to confirm that it shall build a Facility on all or part of the Property which would satisfy the total investment obligation herein.
- (c) Construct the Facility on the Property with a project budget of approximately sixteen million dollars (\$16,000,000.00) in Capital Investment. Provided, however, that no investment made by Titan prior to closing on the Property shall count toward said sixteen million dollars.
- (d) Submit schematic drawings for the Facility, or the first thereof if more than one Facility, to the City of Lockhart within one hundred 180 (180) days of execution of closing on the Property under the PSA, and thereafter commence construction of said Facility within one hundred fifty (150) days after the City's approval of the construction plans and issuance of a building permit for said Facility. A 90 (ninety) day extension may be requested in writing to City Council during the first 180 days for consideration and approval solely by the City Council.
- (e) Complete construction of the Facility, or the first thereof if more than one Facility, and obtain a Certificate of Occupancy from the City within eighteen (18) months after the issuance of the aforesaid building permit for said Facility.

- (f) Titan shall provide the City with proof of investment by submitting copies of receipts or other documentation reasonably and commercially satisfactory to the City, which shall be provided within ninety (90) days of the end of construction of the Facility, or the first thereof if mor then one Facility.
- (g) Keep current in the payment of taxes owed for the Facility to any taxing jurisdiction in which the Property is located unless such taxes are being legally contested by Titan.

Section 5. City Requirements

- (a) In consideration of Titan's agreement to perform the acts described above, City agrees to provide a grant to Titan in an amount of money equal to a percentage of the road impact fees paid by Titan on the development of the Facility and actually collected by the City.
- (b) The amount of the grant to be paid to Titan by the City shall be calculated as follows: Fifty percent (50%) of the road impact fees collected by the City not to exceed three hundred twenty-six thousand and 00/100ths dollars (\$326,000.00), ("Grant").

Section 6. Recapture/Termination

- (a) In the event that Titan begins construction on the Facility on the Property, but subsequently discontinues construction on the Facility for any reason, excepting fire, explosion or other casualty or accident or natural disaster or other event beyond the reasonable control of Titan for a period of one hundred eighty (180) days during the term of this Agreement, then in such event the City will no longer be obligated to expend any further funds, and Titan shall be required to repay the Grant to the City within 30 days of the expiration of the 180 days. The burden shall be upon Titan to prove to the reasonable satisfaction of the City that the discontinuance of operating the Facility was as a result of fire, explosion, or other casualty or accident or natural disaster or other event beyond the control of Titan. In the event Titan meets this burden and the City is satisfied that the discontinuance of the operation of the Facility was the result of events beyond the control of Titan, then Titan shall have a period of one (1) year in which to resume the construction thereof. In the event that Titan fails to resume the construction of the Facility within one (1) year, then in such event the City will no longer be obligated to expend any further monies and Titan shall be required to repay the Grant to the City within 30 days of the expiration of the one-year period.
- (b) In the event that Titan allows ad valorem taxes on property owed to the City to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, then in such event the City will no

longer be obligated to expend any further monies and Titan shall be required to repay the Grant to the City within 30 days of such event.

(c) In the event that the City determines that Titan is in default of any of the terms or conditions contained in this Agreement, then in such event the City shall give Titan thirty (30) days written notice to cure such default. In the event such default is not cured to the reasonable satisfaction of the City within the thirty (30) days notice period, then in such event the City will no longer be obligated to expend any further monies, and Titan shall be required to repay the Grant to the City within 30 days of the default.

(d) In the event that Titan shall fail to repay the City within the time set forth under any provision of this Section 5, Titan hereby agrees that the City may place a lien on Property belonging to Titan and located in Caldwell County, Texas for full payment of such monies.

Section 7. Payment Request and Certification of Compliance: Upon payment by Titan of road impact fees for the Property, Titan shall submit a payment request for the Grant and certify in writing to the City that, at the time such request is made, it is compliance with all provisions of this Agreement and that all taxes related to the Property have been paid in full as required by law ("Payment Request"). Such Payment Request shall be delivered to _____ (name), at _____ (e-mail), The City, at any reasonable time, shall have the right to review Titan's records related to the provisions of this Agreement. City shall pay the Grant to Titan within fifteen (15) days after receipt of the Payment Request.

Section 8. Entire Agreement: This Agreement contains the entire agreement between the City and Titan with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by the City and Titan.

Section 9. Successors and Assigns: This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Titan may assign its rights and obligations under this agreement only upon prior written approval of the City, which approval shall not be unreasonably withheld or delayed.

Section 10. Notices: Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

TITAN:	Titan Lockhart Land Investors, LLC
	Attn: Joe Iannacone
	4903 Woodrow Ave., Bldg. A
	Austin, TX 78756
	Email: jiannacone@titan-development.com

With a copy to:

Titan Lockhart Land Investors, LLC
Attn: Aimeé González
6300 Riverside Plaza Ln., NW, Suite 200
Albuquerque, New Mexico, 87120
Email: agonzalez@titan-development.com

City:

City of Lockhart
Attn: City Manager
P.O. Box 239
Lockhart, Texas 78644
Email: _____.

Section 11. Interpretation: Regardless of the actual drafter of this Agreement, this Agreement shall in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

Section 12. Applicable Law: This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Caldwell County, Texas.

Section 13. Severability: In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 14. Mutual Assistance: City and Titan agree to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

Section 15. Limitation on Liability: It is acknowledged and agreed by the parties hereto that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

Section 16. Authorization: Each party hereto represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of said party.

Section 17. Counterparts: This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2023.

THE CITY OF LOCKHART

ATTEST:

Lew White, Mayor

Julie Bowermon, City Secretary

State of Texas)(

)(

County of Caldwell)(

The foregoing instrument was acknowledged before me this ____ day of April, 2023, by Lew White, known to me to be the Mayor of the City of Lockhart, Texas.

Notary Public, State of Texas

My Commission expires: _____

TITAN LOCKHART LAND INVESTORS, LLC

By: Titan Lockhart Management, LLC
Its Manager

By: Titan Property Management, LLC
Its Manager

By: _____
Ben F. Spencer, Manager

State of New Mexico)(
)(
County of Bernalillo)(

The foregoing instrument was acknowledged before me this ____ day of April, 2023, by Ben F. Spencer, as Manager of Titan Property Management, LLC, as Manager of Titan Lockhart Land Investors, LLC, on behalf of said company.

Notary Public, State of New Mexico

My Commission expires:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 18, 2023

AGENDA ITEM CAPTION: Discussion and/or action to consider entering a professional services agreement with TRC regarding the development of a Water/Wastewater Master Plan.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION: During the Growth Planning Workshops, projected growth trends, regulatory agency triggers/ milestones, and utility capacities were discussed. An outcome of the meeting was the recommendation to engage and develop a Water and Wastewater Master Plan to keep up with the growing demand of the water and wastewater utility systems.

The Water and Wastewater Master Plan will evaluate the existing water and wastewater system conditions. The plan is a forward-looking study that aims to anticipate system constraints by addressing and removing them prior to occurrence. The scope of work for the Master Plan includes:

- Distribution System Water Modeling and Evaluation of the Potable Water System (Review existing data/ infrastructure, filling gaps in data, peak/average/minimum demands, WTP, storage capacities, pressure planes, flow patterns and future flow projections)
- Collection System Modeling and Evaluation of Wastewater System (Review existing data/infrastructure, survey flows/ evaluations/ pipe diameters, evaluated rain data collected, lift stations, WWTPs)
- Progress Meeting and Presentation to City Council, P&Z Commission, and staff

The Master Plan will also create a companion Capital Improvement Plan Document that will address the timing, milestone horizons and probable costs for improvements that will be necessary. This document will aid staff in budgeting and planning capital improvements.

The documents will use Planning Horizons and triggers/miles stones to determine the need for capital improvements in the plan. The Planning Horizons will be 2029 (5-year/immediate term), 2024 (10-year/near term), and 2044 (20-year/far term). Triggers and milestones can include fire flows, pressures, line capacities, lift stations capacities, storage capacities, WWTP capacities, booster pumps, and WTP capacities.

PROJECT SCHEDULE (if applicable): Spring 2024- Final Water and Wastewater Master Plan and CIP Documents

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$59,828.75, \$123,827.25

Account Number: 525-5199-903-00; 545-5199-903-00

Funds Available: \$1,771,888; \$1,496,029

Account Name: Impact Fees - Architectural & Engineering

FISCAL NOTE (if applicable): For the current fiscal year, 50% of expenses will be paid from

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Water and Wastewater Impact Fees.

Funds will be allocated in the upcoming fiscal year budget for the remaining balances from the Water and Wastewater Fund.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends awarding the Lockhart Water/Wastewater Masterplan Engineering Service Agreement to TRC.

LIST OF SUPPORTING DOCUMENTS: Lockhart Water-Wastewater Master Plan Engineering Agreement



505 East Huntland Drive
Suite 250
Austin, Texas 78752

~ 512.454.8716
TRCcompanies.com
T.B.P.C. #F-0802

April 18, 2023

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

**RE: Lockhart Water/Wastewater Master Plan
Engineering Services Agreement**

Dear Mr. Lewis:

TRC Engineering, Inc. (TRC) has prepared this proposal and scope of services for the Lockhart Water/Wastewater Master Plan for the City of Lockhart (City). TRC will be providing engineering services for the evaluation of the existing distribution and collection systems and options for improvements to hydraulic constraints for current and future water and wastewater demands.

SCOPE OF WORK

TRC will produce a master plan report evaluating existing water and wastewater system conditions and options for improvements to hydraulic constraints under current and future projected demands.

The Master Plan is a forward-looking study that aims to anticipate system constraints by addressing or removing them prior to their occurrences. Existing and future demand scenarios are evaluated, and improvement options are recommended to prevent capacity limitations, such as equipment failure, overflows, or low-pressure situations. The Master Plan will aim to provide ample time through various planning horizons for the City to plan and budget for needed improvements while at the same time maintaining compliance with regulations and affordability to ratepayers. Planning horizons will be 2029 (5-year/immediate term), 2034 (10-year/near term), and 2044 (20-year/far term). Finally, the distribution and collection system hydraulic models will support the Plan, in addition to serving as capacity assurance tools for evaluating the impact of new developments.

A. Project Coordination

Project coordination is a crucial component in achieving TRC's goal of meeting or exceeding the City of Lockhart's expectations for this project. Continuous coordination between the project team and the City will help keep the project in-line with the City's goals, on schedule, and within budget. This coordination will include:

1. Kickoff Meeting – The TRC project team will conduct a kickoff meeting to review the scope of work and our proposed methodology to handle project schedule, data needs/gaps, and deliverables.
2. Internal Coordination Meetings – The TRC project team will conduct bi-weekly internal coordination meetings to ensure project tasks stay on schedule and within budget.

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3. Progress Meetings – TRC intends for this to be a collaborative process with the City. This includes up to four (4) meetings with city staff.
 - a. Recommended Meeting Milestones
 - i. Initial data request/review
 - ii. Potable water modeling results
 - iii. Wastewater collection modeling results
 - iv. Review of capital improvement alternatives
4. Two (2) presentations to Planning and Zoning Commission- TRC will present the initial study findings, then final Capital Improvements Plan and Master Plan and summarize key findings and recommendations at both stages.
5. Two (2) presentations to City Council - TRC will present the initial study findings, then final Capital Improvements Plan and Master Plan and summarize key findings and recommendations at both stages.

B. Distribution System Modeling and Evaluation of Potable Water System

TRC will review and update the City of Lockhart WaterCAD model and flow demands, as well as provide updated future flow demand projects. This task consists of the following activities:

1. Review of existing infrastructure data (GIS data and drawings), operational data (meter data and other historical records), and anecdotal data (maintenance data, City staff's knowledge of current system, etc.).
2. Survey of existing water infrastructure to fill data gaps of existing data, such as WaterCAD model and infrastructure drawings.
3. Update existing model with reviewed infrastructure data and survey data.
4. Calibration of model using available data (water meter, storage tank and treatment plant production records, etc..) at peak, average, and minimum demand conditions.
5. Develop flow patterns and projections using historical flow and population data at each planning horizon and anecdotal data.
6. Evaluate the updated WaterCAD model under current demands future flow projections and identify areas that do not meet the following criteria:
 - a. Provide potable water throughout the system at the minimum pressure required by the Texas Commission of Environmental Quality (TCEQ).
 - b. Provide adequate fire protection services throughout the system.
7. Evaluate capacity and condition of the water treatment plant and raw water supply system.

- a. TRC will work with the Guadalupe-Blanco River Authority (GBRA) to obtain information on the well supply system and the water treatment system.
- b. TRC will provide recommendations on further treatment plant studies, evaluations, and improvements as needed.

C. Collection System Modeling and Evaluation of Wastewater System

TRC will develop a collection system hydraulic model in InfoWorks ICM software. This task will consist of the following activities:

1. Review of existing infrastructure data (GIS data and drawings), operational data (pump operation data and other historical records), and anecdotal data (maintenance data, City staff's knowledge of current system, etc.) Includes pump stations, force mains, and manholes and gravity mains that are at least 8" in diameter.
2. Survey of existing wastewater infrastructure
 - a. Survey to include manholes along 8" diameter or larger gravity mains.
 - b. Received GIS data shows 549 manholes existing along 8" or larger gravity mains.
 - i. It is assumed at most 420 manholes will need to be survey to have robust data set for model infrastructure. Manholes to be selected after review of existing infrastructure data, such as drawings and GIS.
 - c. Survey data to include rim elevation, invert elevations, and pipe diameters & directions.
3. Model Development based on received infrastructure data and additional survey data.
4. Collect flow monitoring from a maximum of 10 temporary sites for a period of 3 months.
 - a. Includes installation of a maximum of 3 temporary rain gauges
5. Analyze flow monitoring data (flow, velocity, and depth) and develop diurnal patterns and flow projections.
 - a. Diurnal patterns and flow projections will be based on available dry-weather flow data with outlier data removed.
 - b. Diurnal patterns will be developed for weekday and weekends.
6. Model Calibration and Validation
 - a. Model calibration utilizing hydrographs (flow over time) and scattergraphs (velocity vs depth).

- i. Dry-weather calibration will be performed by selecting a multi-day, including weekdays and weekend days, and comparing modeled results to observed results.
 - ii. Wet-weather calibration will be performed by selecting multiple multi-day wet-weather events and comparing modeled results to observed results.
 - iii. A wet-weather event will be defined as a period of increase flow following at least a total rain fall of 0.15" over a period of 72 hours.
 - b. Model validation will include dry- and wet-weather events.
- 7. Evaluate the collection system model under current demands and future projections and identify assets (pipelines, pump stations, WWTP, discharge permitting) that limit system capacity.
 - a. Review lift stations for potential abandonment and consolidation of flow through gravity mains.
 - b. Review interconnection locations for potential system improvement recommendations.
- 8. Evaluate the capacity and condition of the Larremore WWTP and FM 20 WWTP.
 - a. TRC will work with the Guadalupe-Blanco River Authority (GBRA) to obtain information on both WWTPs.
 - b. TRC will provide recommendations on further treatment plant studies, evaluations, and improvements as needed.
 - c. Evaluate the option of decommissioning the existing Larremore WWTP and expanding the FM 20 WWTP.

D. Capital Improvements Plan

- 1. Review of existing capital improvement plan and creation of capital improvement alternatives based on the potable water distribution system modeling and wastewater collection system modeling results over the three planning horizons ,2029 (5-year/immediate term), 2034 (10-year/near term), and 2044 (20-year/far term).
 - a. Proposed improvements will be evaluated by modeling future flow simulations during each planning horizon. Improvements will be categorized based in the planning horizon the improvement is needed by and the project triggers.

A project trigger will be utilized to provide an alternative to demand projection timeline-based project implementation schedule. The project

trigger approach involves the monitoring of the system parameters, such as pump runtimes, dry weather wastewater flow, water demand, etc... and comparing them to predetermined targets for initiation of the projects. These predetermined targets will be defined be either regulations or commonly accepted assumptions.

A project trigger can include:

- i. Fire flow
 - ii. Pressure
 - iii. Gravity line capacity
 - iv. Lift station capacity
 - v. Drinking water plant capacity
 - vi. Wastewater plant capacity
- b. Provide a figure/table showing the proposed improvements at each planning horizon.
 - i. Figures will include proposed locations for water lines, wastewater lines, booster stations, and elevated storage tanks.
 - c. Provide description and cost estimate of proposed improvements at each planning horizon.
2. Evaluation of capital improvements alternatives. Alternatives will be evaluated using the following criteria:
 - a. Monetary factors - Initial construction cost and O&M cost/requirements
 - b. Non-monetary factors – Historical or environmental factors, projected area development, agency regulations, or utility goals/restrictions.
 3. Develop Capital Improvements Plan for entire study duration. The Capital Improvements Plan will include the following information:
 - a. Implementation schedule including a summary of each proposed project during each respective planning horizon and potential project trigger, and the proposed order of construction/installation.
 - b. Total cost of capital improvements for each planning horizon
 - c. Total cost of entire capital improvements plan

E. Master Plan

1. Develop a comprehensive Master Plan Report including the following information that:

- a. Summarizes the methodologies and assumptions made from the distribution system model development and evaluation of the City's potable water system, as well as the collection system model development and evaluation of the City's wastewater collection system.
- b. Summarizes the methodologies and assumptions made from flow monitoring, flow projections, planning horizon capacity assessments, capital improvement logic tree, etc.
- c. Summarizes Capital Improvements Plan and its methodology and assumptions.
- d. Summarizes policies/procedures needed to meet TCEQ standards and policies.
- e. Summarize policies/procedures to improve record keeping
- f. Summarizes conclusions, key findings, and recommendations.

DELIVERABLES

1. Capital improvement plan document.
2. Water and sewer master plan document.

ASSUMPTIONS

1. The client, City of Lockhart, will provide all available data identified below in electronic format.
 - a. All available GIS data for distribution and collection systems, such as gravity mains, pressure mains, valves, manholes, & elevated tanks.
 - b. Infrastructure drawings, lift station pump curves and pump run time data, WWTP flow data and WTP flow data.
2. Population projections per the Roadway Impact Fee Update
3. Flow monitoring duration will not exceed 3 months.
4. The sewer segments, manholes, and lift stations will be included for portions of the system with greater than 8-inch diameter and enough x, y, z data to make reasonable inferences.
5. Survey required for collection system hydraulic model shall not exceed 420 manholes.
6. The water segments, elevated tanks, valves, and pump stations will be included and enough x, y, z data to make reasonable inferences.
7. Where appropriate, missing data will be inferred using known values.

8. Material information will be used to develop reasonable values for friction factors.
9. For the modeling efforts, all infrastructure attributes will be established from information made available to TRC. Standard default coefficients will be used for all modeling coefficients when missing data.
10. TRC will use the information gathered from the following studies and reports to aid in the completion of the Master Plan
 - a. 2023 Lockhart Impact Fee
 - b. 2022 Lockhart Northwest Sewer Capacity Study
 - c. 2022 Lockhart Regional Lift Station Study
 - d. Lockhart Comprehensive Plan
 - e. 2019 Drought Contingency Plan
11. Wastewater Treatment will be evaluated on total capacity only.
12. Project Triggers will be limited to:
 - a. Pump Stations
 - i. Pump runtimes
 - ii. Pump capacity
 - iii. Age
 - b. Pressure pipe
 - i. Pipe capacity
 - ii. Age
 - c. Gravity Main
 - i. Dry-weather flow
 - ii. Depth of flow
 - iii. Pipe capacity
 - iv. Age
 - d. WWTP
 - i. Plant capacity
 - e. WTP
 - i. HSPS capacity
 - ii. Plant capacity

EXCLUSIONS

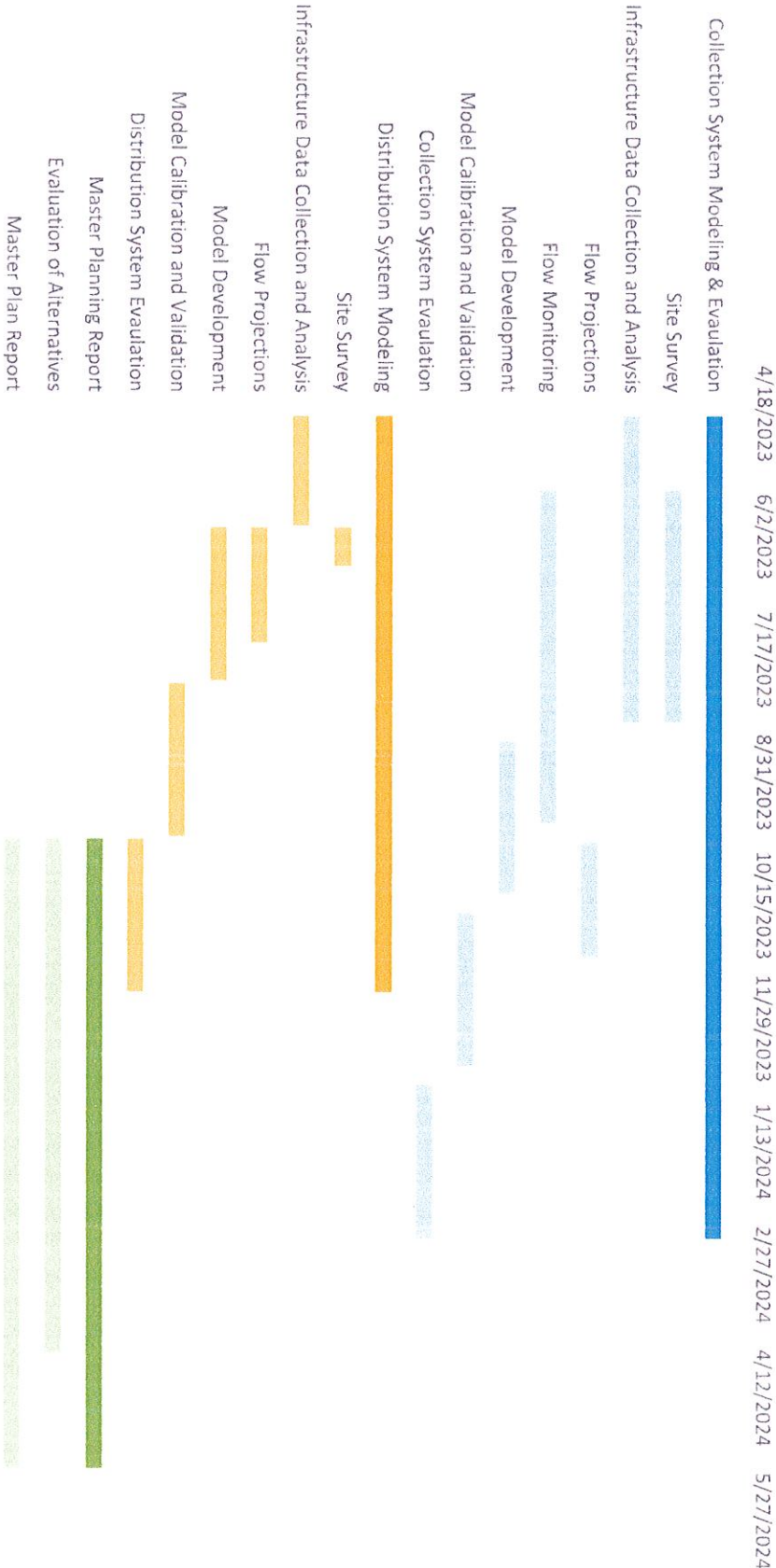
The following items are specifically excluded from the scope of work but can be done on a time and materials basis, if required.

1. Inflow and Infiltration Study
2. Engineering design of any proposed improvements
3. Any other engineering services other than those listed specifically in this scope of work.

hsc

SCHEDULE

Lockhart Master Plan Schedule



Mr. Steven Lewis, City Manager
City of Lockhart
April 18, 2023
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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:

Collection System Model:	\$ 94,168.00
Distribution System Model:	\$ 63,864.00
CIP & Master Plan:	\$ 99,907.00
Surveying:	\$ 37,680.00
Flow Monitoring:	\$ 71,693.00
Total (lump sum):	<u>\$ 367,312.00</u>

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.

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.

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,



K. Beau Perry, PE
Regional Vice President

April 18, 2023

Date

Mr. Steven Lewis
City Manager

Date

cc: Sean Kelley, Director of Public Works

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TRC

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 18, 2023

AGENDA ITEM CAPTION: Discussion and consideration of the Mid-Year Financial Report for Fiscal Year 2023.

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 mid-year 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 Government Financial Officers of America (GFOA).

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): n/a

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: MID YEAR FINANCIAL REPORT TO COUNCIL
03/31/2023

FISCAL YEAR 2022-23 – MID YEAR REPORT

Sales & Property Taxes

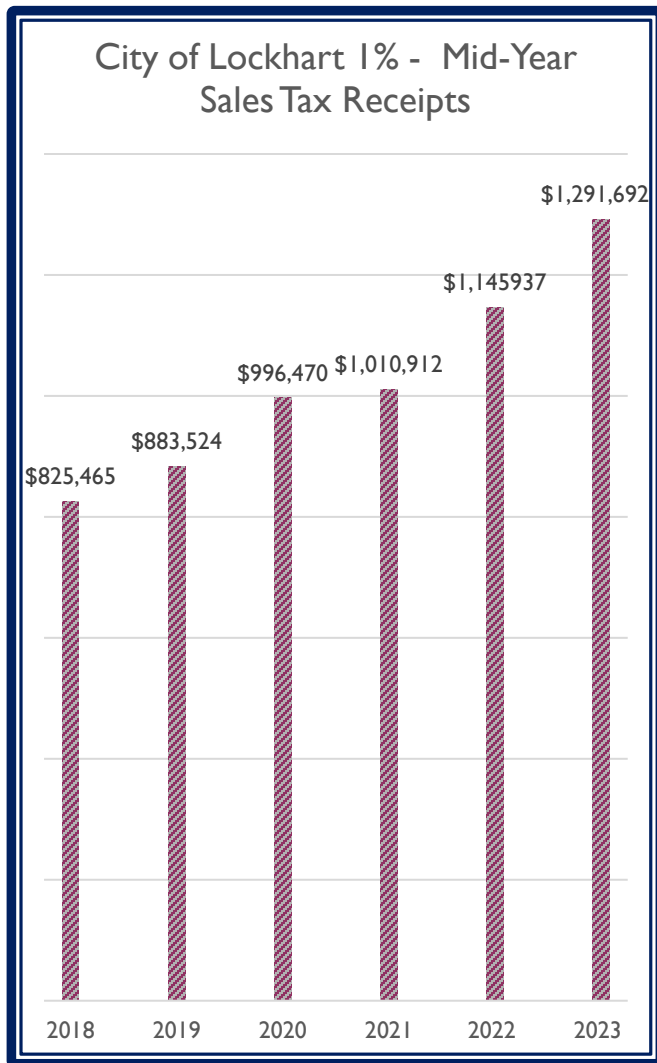
Revenue Charts – General & Utility Funds

General & Utility Fund Expenses

Hotel/Motel Funds

FYE 2023 Financial Forecast

FY2022-23
MID-YEAR



SALES TAX REVENUE – MID YEAR

TOTAL COLLECTIONS TO DATE FOR FY22-23 ARE \$1,291,692 THIS REFLECTS A 12.72% INCREASE FROM FY 21-22 MID-YEAR.

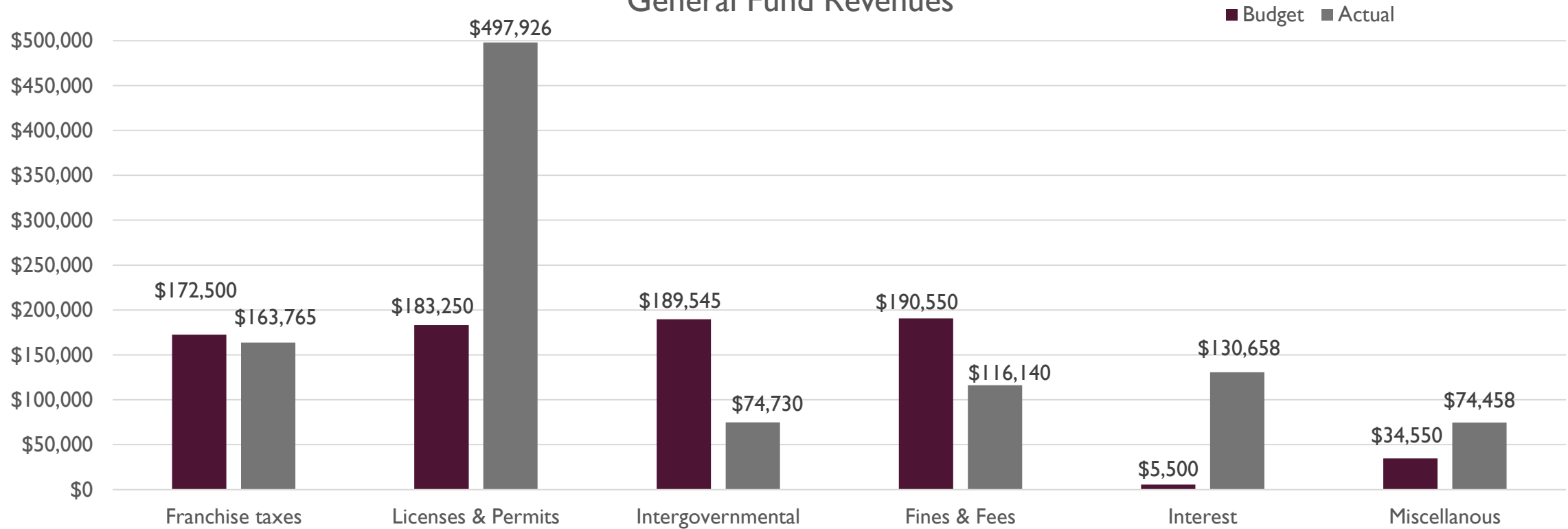
SALES TAX REVENUE TO DATE IS 5.9% OVER BUDGETED REVENUES FOR THE FIRST SIX MONTHS OF FISCAL YEAR.

Property Tax
Revenues are at
100% of
budgeted
revenues for
mid-year -
\$4,971,156



OTHER GENERAL FUND REVENUE SOURCES

General Fund Revenues



Franchise Taxes are at 47.47% of budgeted revenues.

License and Permits 135.86% above budgeted revenues.

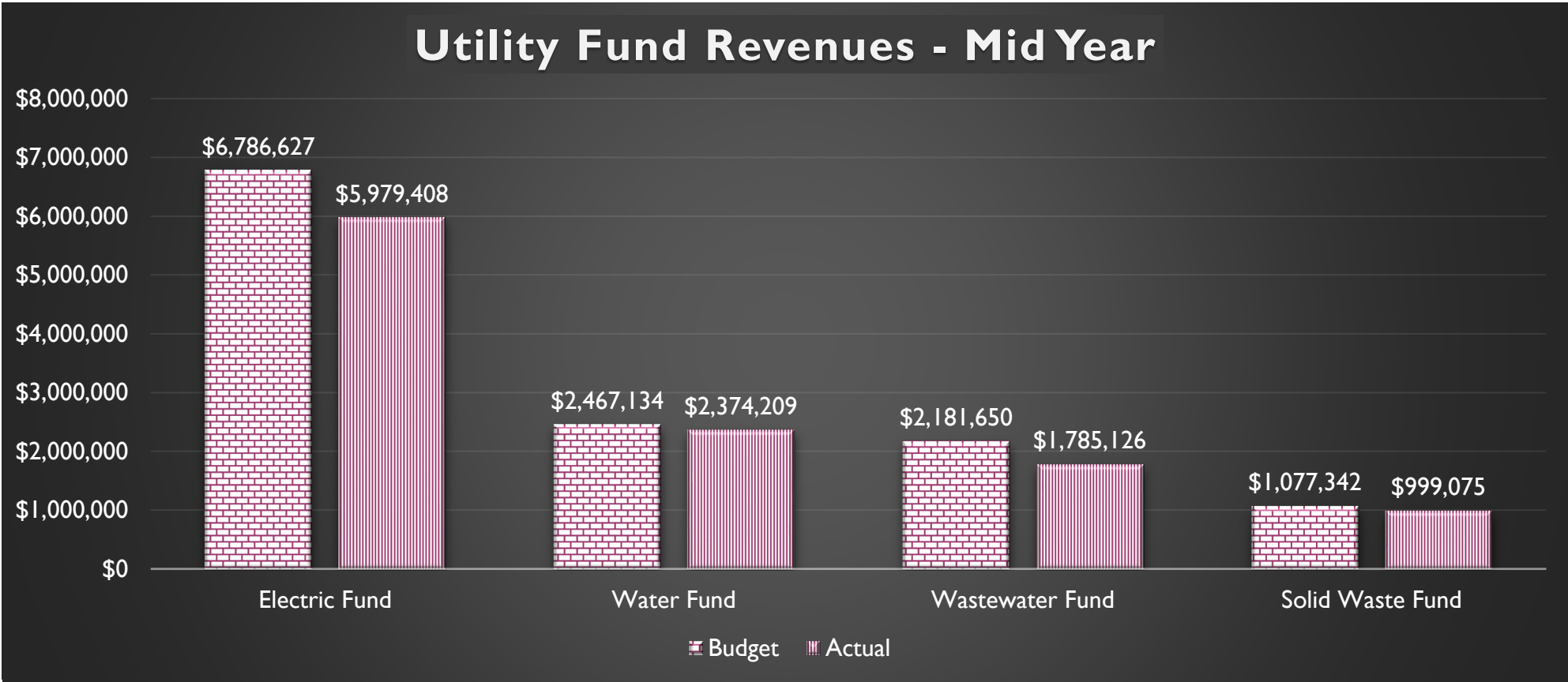
Intergovernmental – Animal Control department is below the 50% threshold. School Resource Officer revenue is in 3rd quarter of fiscal year.

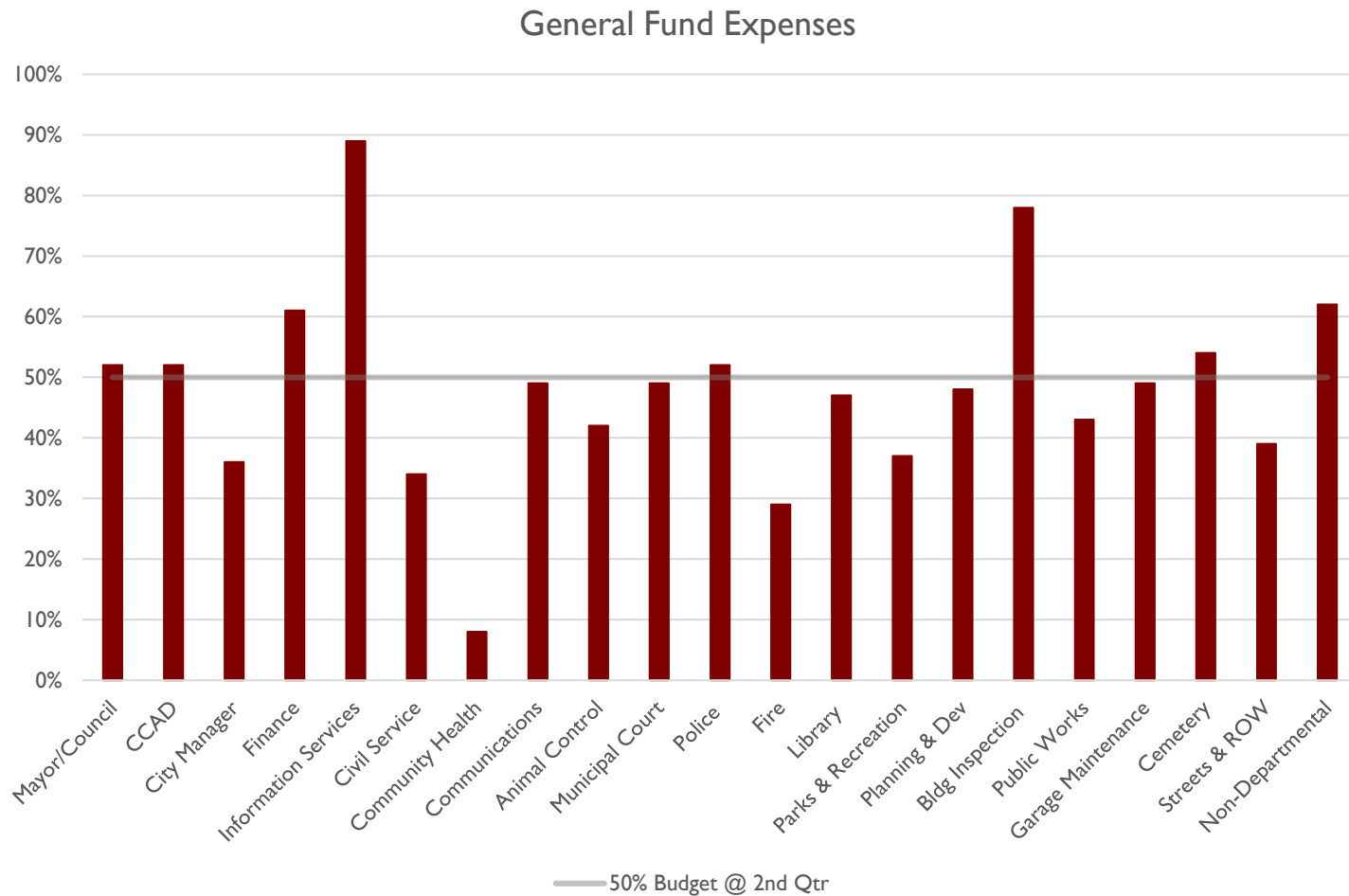
Fines and Fees are at 30.47% of budgeted revenues.

Interest rates are reflected of current increases in the national economy, revenues were budgeted conservatively due to last two years.

Miscellaneous revenues has seen an increase due to expenditure reimbursables and closure of certain special revenue fund accounts per auditor's recommendation.

Historically revenues in the Utility Funds are lower in the first half of a fiscal year due to seasonal swings during peak summer months. However, all the utility funds are only reflecting a slight decrease from the 50% threshold, so revenue forecasts across all funds is positive.





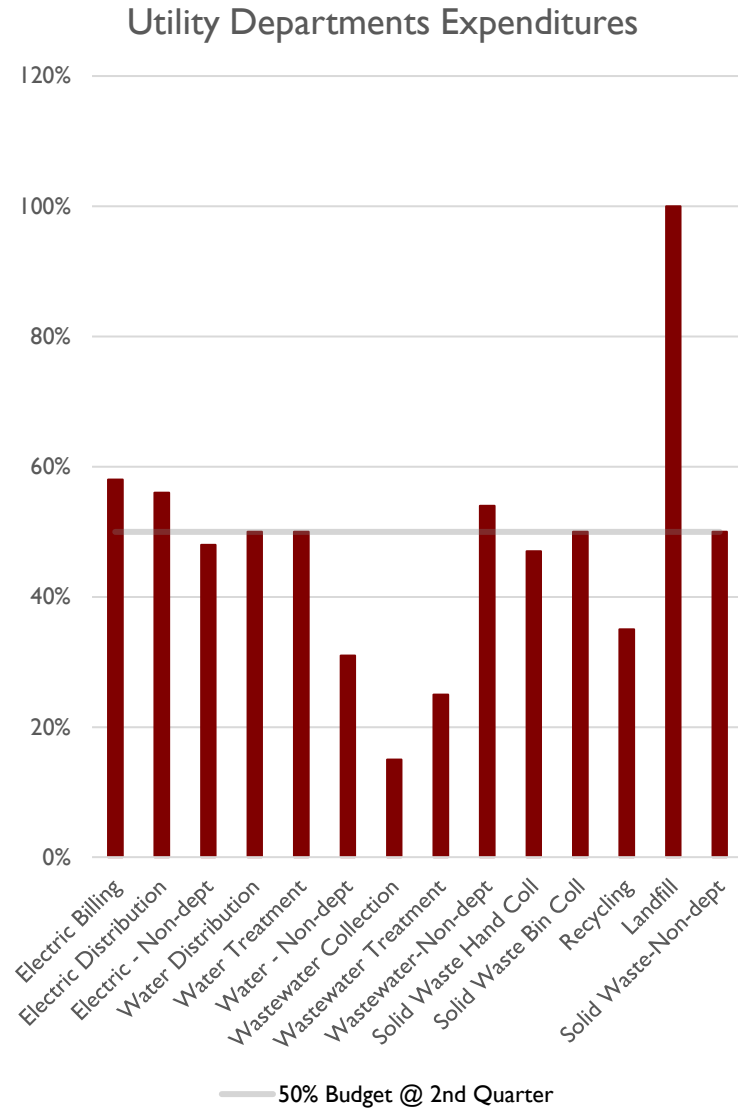
GENERAL FUND EXPENSES— Departments over 50% @ Mid year

Finance – Annual accounting software has been paid in full.

Information Services – Increase in IT management services due new licenses for departments and annual software has been paid in full.

Building Inspection – increase costs to 3rd party inspection services, which is offset by increased revenues.

Non-departmental – annual property and W/C insurance premiums paid in full.



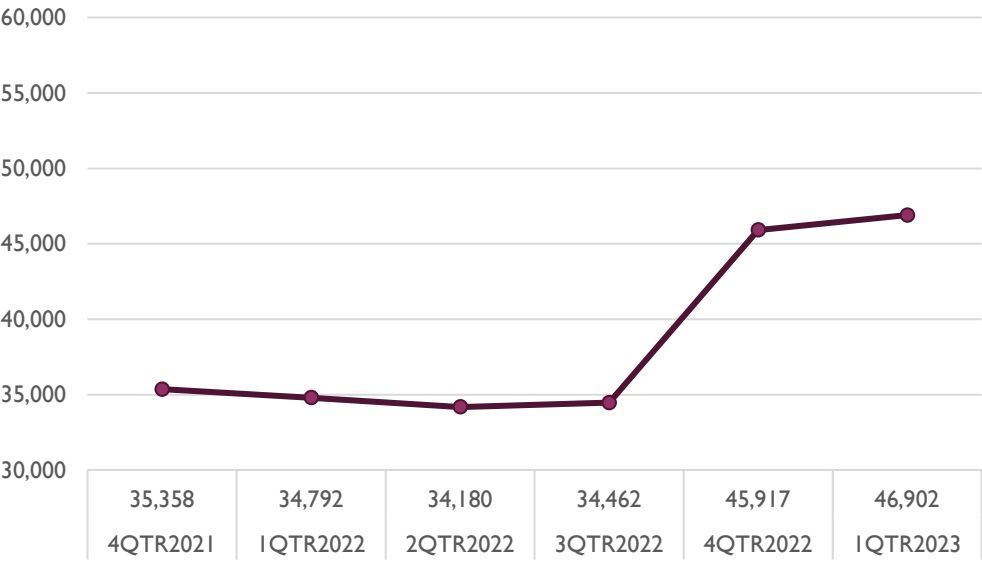
UTILITY FUNDS

Expenditures over 50% at mid year

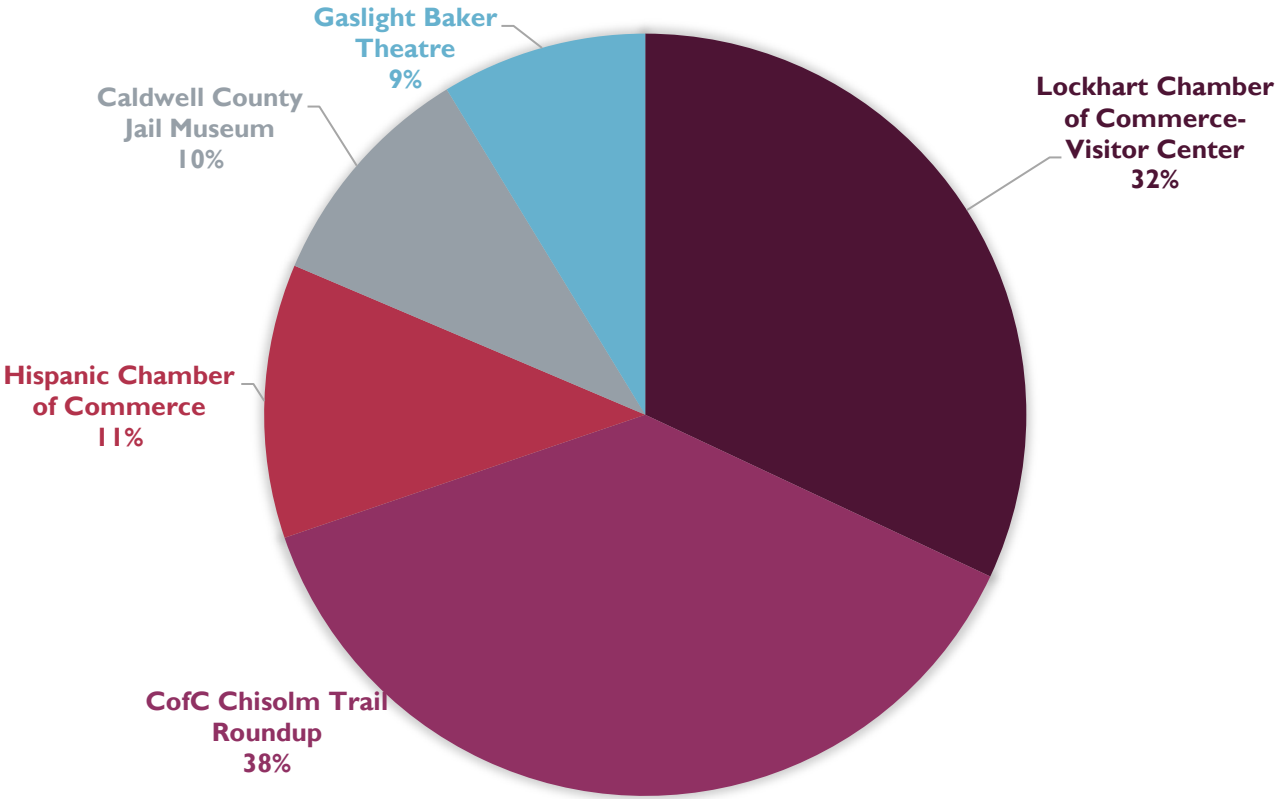
- Electric Billing – pre-paid expenses.
- Electric Distribution – LCRA annual training pre-paid.
- Wastewater Non-Dept – 2022 Tax Note payment.
- Solid Waste Landfill– tub grinding and haul services.

2022-23 Allocation of HOT Funds

Quarterly HOT Funds Collection Activity



Due to increased revenues from STR's (7.5% of total revenues) and increased occupancy at local Lockhart hotels, a steady rise is being witnessed.



■ FY2023 FINANCIAL FORECAST

(It is the Finance department's analysis that the City of Lockhart will meet budget expectations for fiscal year end in all funds.)

- The City's major revenue sources include property taxes, sales tax, and utility revenues. Each of these revenues are driven by growth of the local economy and the City's population.
- Unlike the Texas Real Estate Research Center at Texas A&M University's report from January 2023, citing that home sale were at their slowest start since 2017. The City of Lockhart continues to experience growth, new home construction has been the key indicator of this growth. As the City continues to grow, demand for basic services will also continue to grow.
- Currently the City is trending month over month increase in permit revenues. In the 1st quarter of 2023, 126 new single family residential building permits have been issued.
- New home construction increases the property valuation base annually.

■ FY2023 FINANCIAL FORECAST

(continued)

- Property taxes are the largest revenue source in the General Fund and are based on the tax rate adopted by Council annually. The rate is composed of two parts; the first to support general city operations and second, to pay principal and interest on tax supported bonds.
- As the City continues to grow and demand for housing keeps taxable values of homes rising each year, the no-new revenue tax rate will decline, thus producing less property tax revenues to sustain operations.
- The second largest revenue source in the General Fund is sales tax. Being able to determine a budget for sales tax revenue due to growth is difficult due to the volatility even in a stable economic environment. Sales tax revenues are always budgeted conservatively.

■ FY2023 FINANCIAL FORECAST

(continued)

- As the City continues with this new growth, demand for services will increase and utility revenues. Staff is planning for future capital demands on infrastructure and will identify operational needs on a year-by-year basis.
- After reviewing the national and state economic forecasts, the major factors that could impact the City of Lockhart in the upcoming second half of the fiscal year would be if high inflation persists, interest rates continue to rise, and fuel prices increase.
- High inflation and rising fuel prices could affect expenses across multiple departments. And high interest rates could deter home buyers and slow revenues associated with new construction and growth.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 18, 2023

AGENDA ITEM CAPTION: Discussion and consideration of the 2nd Quarter Investment Report for Fiscal Year 2022-23.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Public Funds Investment Act requires local governments to review and accept Quarterly Investment Reports for each quarterly reporting period of the year. The 2nd Quarter for Fiscal Year 2023, ending March 31, 2023 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): n/a

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends the acceptance of the 2nd Quarter Investment Report for Fiscal Year 2022-23.

LIST OF SUPPORTING DOCUMENTS: FY2023 2nd Quarter Investment Report

CITY OF LOCKHART

Quarterly Investment Report
For the Quarter Ended March 31, 2023

April 18, 2023

CITY of LOCKHART
Quarterly Investment Report
For the Quarter Ended March 31, 2023

This report is presented in accordance with the Texas Government Code, Title 10, Chapter 2256, Public Funds Investment; Section 2256.023 known as the “Public Funds Investment Act”. Attached is a detailed City of Lockhart investment report for the period January 1, 2023 through March 31, 2023. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

January 1, 2023

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

Investment Portfolio	
Book Value	Market Value
670,304	670,304
0	0
36,149,658	36,145,370
0	0
36,819,962	36,815,673
852,398	852,398
0	0
38,974,599	38,974,052
0	0
39,826,997	39,826,451

March 31, 2023

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

January 1, 2023

Unrestricted Funds
Restricted Funds
Total Funds

Fund Availability	
10,827,859	10,827,859
25,992,103	25,987,815
36,819,962	36,815,673
10,583,346	10,583,346
29,243,651	29,243,105
39,826,997	39,826,451

March 31, 2023

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

Date

CITY of LOCKHART
Investment Portfolio Summary
For the Quarter Ended March 31, 2023

	Investment Portfolio			
	Book Value	% of Total	Market Value	% of Total
<u>January 1, 2023</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>March 31, 2023</u>				
Cash	852,398	2.1%	852,398	2.1%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	38,974,599	97.9%	38,974,052	97.9%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	39,826,997	100.0%	39,826,451	100.0%
<u>Change in Value</u>				
Cash	182,095		182,095	
Marketable Securities	0		0	
Investment Pools	2,824,941		2,828,683	
Certificates of Deposits	0		0	
Portfolio Total	3,007,036		3,010,778	
<u>Maturity Data</u>				
	0			
	Book Value @ 3/31/2023	Weighted Average Maturity	Yield to Maturity	
Cash	852,398	0 Days	1.00%	
Marketable Securities	0	0 Days	0.00%	
Investment Pools - Texas CLASS	18,918,781	36 Days *	4.86%	
Investment Pools - TexPool	11,394,073	19 Days *	4.61%	
Investment Pools - TexSTAR	8,661,745	39 Days *	4.61%	
Certificates of Deposits	0	0 Days	0.00%	
	39,826,997	31 Days	4.65%	

Benchmark - 4 Week Treasury Bills - Secondary Market @ March 31, 2023

4.65%

* 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	1,869
Marketable Securities	0
Investment Pools - Texas CLASS	215,083
Investment Pools - TexPool	131,866
Investment Pools - TexSTAR	94,315
Certificates of Deposits	0
Total Return on Investment	443,133

CITY OF LOCKHART
Cash Accounts (as reconciled to FLNB)
For the Quarter Ended March 31, 2023

General Operating Account - FLNB		
		<u>Value</u>
January 1, 2023	\$	670,304
Deposits		15,439,776
Withdrawals		(15,259,550)
Interest Earned		1,869
March 31, 2023	\$	852,398

Total Cash Accounts		
		<u>Value</u>
January 1, 2023	\$	670,304
Deposits		15,439,776
Withdrawals		(15,259,550)
Interest Earned		1,869
March 31, 2023	\$	852,398

CITY of LOCKHART
Marketable Securities Transaction Summary
For the Quarter Ended March 31, 2023

<u>Holdings During the Quarter</u>									Beginning Value @ Par	Beginning Book Value	Beginning Market Value	Ending Value @ Par	Ending Book Value	Ending Market Value
<u>Type of Security</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon 0.34%</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>January 1, 2023</u>			<u>March 31, 2023</u>		
								-						0
								-						0
Totals			<u>\$ -</u>				<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

<u>Maturities</u>							
<u>Type of Security</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>
\$ -							
Totals			<u>\$ -</u>	0.59%			<u>\$ -</u>

CITY OF LOCKHART
Investment Pool Transactions Summary
For the Quarter Ended March 31, 2023

TexPool					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
January 1, 2023	10,878,530	10,875,484	0.99972	15 Days	3.9800%
Deposits	7,875,000				
Withdrawals	(7,491,323)				
Interest Earned	131,866				
March 31, 2023	11,394,073	11,393,275	0.99993	19 Days	4.6100%

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>
December 31, 2022	16,703,697	16,703,697	1.00000	33 Days	4.3200%
Deposits	2,000,000				
Withdrawals	0				
Interest Earned	215,083				
March 31, 2023	18,918,781	18,918,781	1.00000	36 Days	4.8600%

TexSTAR					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
January 1, 2023	8,567,430	8,566,188	0.99986	42 Days	3.9681%
Deposits	0				
Withdrawals	0				
Interest Earned	94,315				
March 31, 2023	8,661,745	8,661,996	1.000029	39 Days	4.6066%

CITY of LOCKHART
Certificates of Deposit Transaction Summary
For the Quarter Ended March 31, 2023

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>	Beginning Face Value	Beginning Market Value	Ending Face Value	Ending Market Value
									January 1, 2023	March 31, 2023	March 31, 2023	March 31, 2023
			<u>\$ -</u>				<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Purchases

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

Maturities

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

<i>City of Lockhart</i>			
<i>Investment Pools</i>			
<u><i>Standard and Poor's Ratings</i></u>			
<u>Month</u>	<u>TexPool</u>	<u>TexSTAR</u>	<u>Texas CLASS</u>
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
January-23	AAAm	AAAm	AAAm
February-23	AAAm	AAAm	AAAm
March-23	AAAm	AAAm	AAAm

<i>City of Lockhart</i>			
<i>Bank Collateralization</i>			
<u><i>Standard and Poor's Ratings</i></u>			
			FLNB
<u>Month</u>			<u>Collateralization *</u>
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
January-23			AAA
February-23			AAA
March-23			AAA
	*	Guaranteed by US government (AAA)	

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 18, 2023

AGENDA ITEM CAPTION: Discussion and/or action to consider adoption of Ordinance 2023-08 vacating and abandoning approximately 0.112 acres of unused public right-of-way consisting of an alley ranging from 7 to 12 feet in width extending southward from the 200 block of West Olive Street and a 10-foot wide alley extending westward from the southern terminus of the southward alley towards the 800 block of North Blanco Street.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The owners of neighboring properties have petitioned the City to release the alley connecting North Blanco Street to West Olive Street. The property owners have expressed interest in platting their properties to include their share of the alley area and fencing the property lines to reflect the portions of the property that they would acquire. The alley is not paved, and none of the subject right-of-way has been used for any purpose by the City, and it is not anticipated that it will be needed in the future. If the alley is abandoned, a deed or deeds will be created, through which abutting residents would each obtain half of the right-of-way, to the center of the alley.

PROJECT SCHEDULE (if applicable): Not applicable.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Adopt Ordinance 2023-08, abandoning the 0.112-acre alley connecting the 800 block of North Blanco Street and the 200 block of West Olive Street.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2023-08 Alley Abandonment, Exhibit A--N Blanco St and W Olive St Alley Abandonment, Owner consent letters

City of Lockhart, Texas

Council Agenda Item Cover Sheet

ORDINANCE NO. 2023-08

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS ABANDONING A SEGMENT OF AN UNNAMED ALLEY CONNECTING NORTH BLANCO STREET TO WEST OLIVE STREET, COVERING 0.112 ACRES WHICH IS MORE PARTICULARLY DESCRIBED AND OR DEPICTED IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES; AUTHORIZING THE CITY MANAGER TO EXECUTE A DEED OR DEEDS CONVEYING SAID RIGHT-OF-WAY TO ADJACENT PROPERTY OWNERS; PROVIDING THAT ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith SHALL BE REPEALED TO THE EXTENT OF THE CONFLICT ONLY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Lockhart is a home rule municipality; and

WHEREAS, City's Charter, Powers of the city council Section 3.07 (o) provides that the City may exercise exclusive dominion, control and jurisdiction including the right to close and abandon streets and alleys in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the city and provide for the improvement of same as provided in V.T.C.A., Transportation Code Ch. 313, as now or hereafter amended.; and

WHEREAS, Texas Transportation Code Section 311.007 provides that a home rule municipality may vacate, abandon, or close a street or alley; and

WHEREAS, the burden of continued maintenance of streets that are not being used exceeds the benefit that would be incurred if the City continued ownership of the streets; and

WHEREAS, the City Council of the City of Lockhart, Texas has determined and finds it is in the public interest that the heretofore described unnamed alleys, as described and/or depicted in Exhibit A, which is attached hereto and incorporated herein for all purposes, should be abandoned, vacated and closed as a public roadway.

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

Section 1: That the legislative findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2: It is in the public interest to vacate, abandon, and close the segment of the 0.112-acre alley between north Blanco Street and West Olive Street as shown on Exhibit A

Section 3: Said segments of the 0.112-acre unnamed alley are hereby vacated, abandoned, and closed.

Section 4: The City Manager is hereby authorized to convey by Deed without warranty all the interest the City has in and to the segment of the 0.112-acre unnamed alley as shown described in Section 2 of this ordinance to the owners of the abutting properties.

Section 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

Section 6. The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this ordinance.

Section 7. If any provision, section, sentence, clause, or phrase of this ordinance or application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Lockhart City Council in adopting, and the Mayor in approving this Ordinance, that no portion thereof or provisions or regulation contained herein shall become inoperative or fall by reason of any unconstitutionally or invalidity of any portion, provision, or regulation.

Section 8. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 9: That this Ordinance shall become effective from and after its date of passage in accordance with law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS,
THIS THE 18th DAY OF APRIL, 2023.**

**Lew White, Mayor
City of Lockhart**

ATTEST:

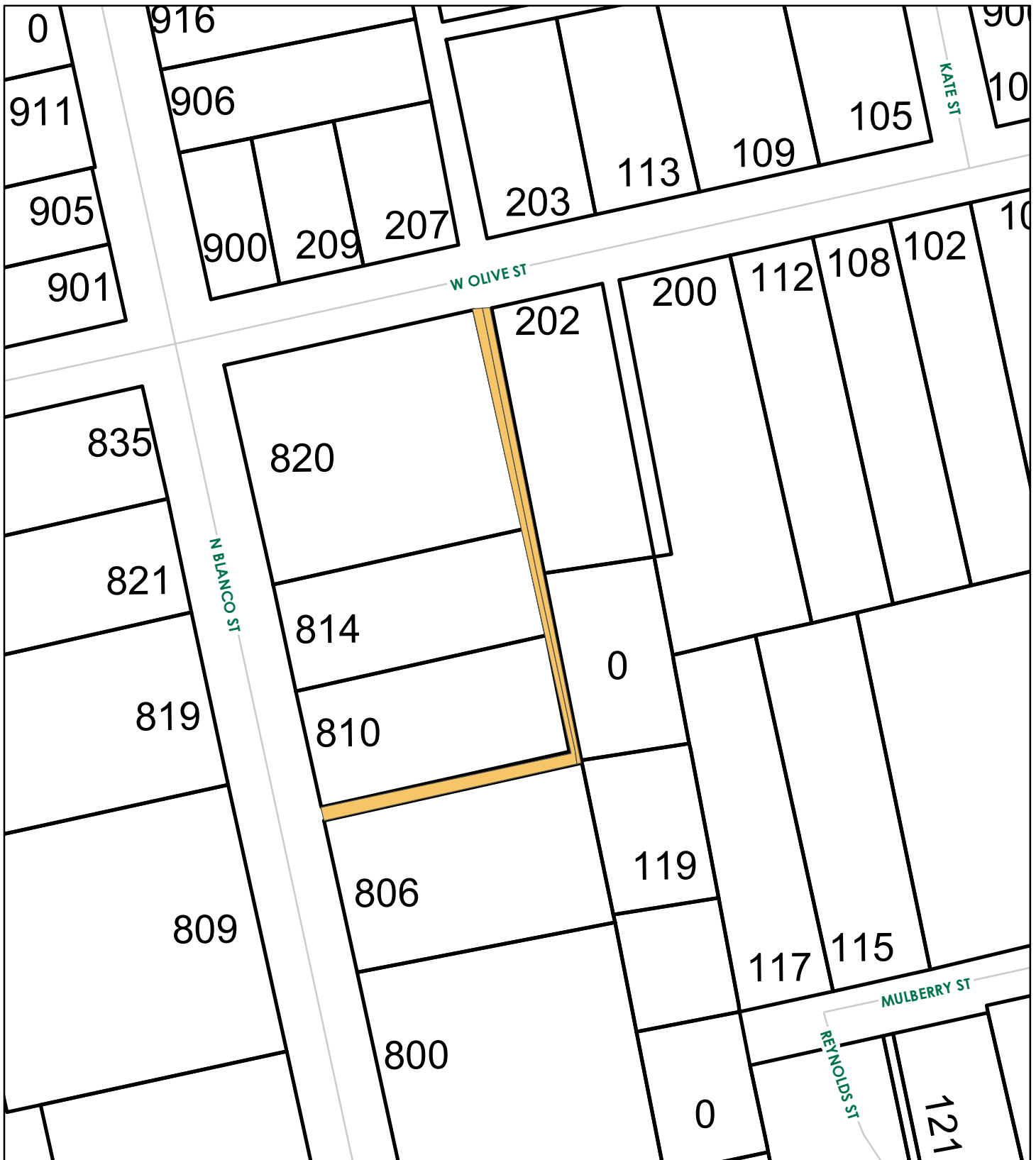
**Julie Bowermon,
Assistant City Secretary
APPROVED AS TO FORM:**

Monte Akers, City Attorney

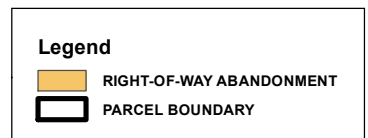
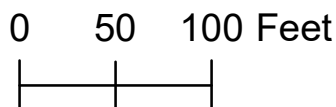
Ordinance 2023-08

2 of 2

EXHIBIT A



CITY OF
Lockhart
TEXAS



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

Exhibit B

Current Owner and/or Adjoining Property Owner Abandonment Consent Letter

KENNETH PRICE & ANNA BERMUDEZ has reviewed the attached Exhibit "A", has no objection, and hereby consents to the vacation/abandonment of the street and/or alley right-of-way as illustrated on Exhibit A.

THE UNDERSIGNED WILL HOLD THE CITY OF LOCKHART, TEXAS HARMLESS AND INDEMNIFY IT AGAINST ALL SUITS, COSTS, EXPENSES AND DAMAGES THAT MAY ARISE OR ARISE OR GROW OUT OF SUCH ABANDONMENT.

Owner Signature: [Signature] Date: 10-4-2022

Owner Printed name: KENNETH PRICE

Owner Signature: [Signature] Date: 10-4-2022

Owner Printed name: ANNA BERMUDEZ

Owner Mailing Address: 820 N BLANCO ST LOCKHART, TX 78044

Property Address: 810 NORTH BLANCO STREET

814 NORTH BLANCO STREET

820 NORTH BLANCO STREET

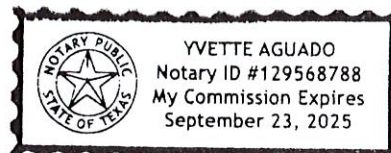
ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

This instrument was acknowledged before me on this the date of October 4, 2022, by

[Signature] [Notary Signature]



Notary Public, State of Texas

Notary's Printed Name: Yvette Aguado

Notary's commission expires: 9-23-25

Exhibit B

Current Owner and/or Adjoining Property Owner Abandonment Consent Letter

506 LLC has reviewed the attached Exhibit "A", has no objection, and hereby consents to the vacation/abandonment of the street and/or alley right-of-way as illustrated on Exhibit A.

THE UNDERSIGNED WILL HOLD THE CITY OF LOCKHART, TEXAS HARMLESS AND INDEMNIFY IT AGAINST ALL SUITS, COSTS, EXPENSES AND DAMAGES THAT MAY ARISE OR GROW OUT OF SUCH ABANDONMENT.

Owner Signature: [Signature] Date: 9/26/2022

Owner Printed name: 506 LLC, HALLY THATCHER, member

Owner Signature: _____ Date: _____

Owner Printed name: _____

Owner Mailing Address: _____

Property Address: 202 WEST OLIVE STREET

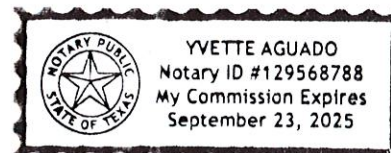
ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

This instrument was acknowledged before me on this the date of September 26, 2022, by

[Signature] [Notary Signature]



Notary Public, State of Texas

Notary's Printed Name: Yvette Aguado

Notary's commission expires: 9-23-2025

Exhibit B

Current Owner and/or Adjoining Property Owner Abandonment Consent Letter

MARY GONZALES has reviewed the attached Exhibit "A", has no objection, and hereby consents to the vacation/abandonment of the street and/or alley right-of-way as illustrated on Exhibit A.

THE UNDERSIGNED WILL HOLD THE CITY OF LOCKHART, TEXAS HARMLESS AND INDEMNIFY IT AGAINST ALL SUITS, COSTS, EXPENSES AND DAMAGES THAT MAY ARISE OR GROW OUT OF SUCH ABANDONMENT.

Owner Signature: Mary Gonzales Date: 9-29-22

Owner Printed name: MARY GONZALES

Owner Mailing Address: 806 N. Blanco Lockhart TX

Property Address: 806 NORTH BLANCO STREET

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

This instrument was acknowledged before me on this the date of SEPTEMBER 29, 2022, by

MARIA GONZALES Julie Mladenska Bowermon [Notary Signature]

Notary Public, State of Texas

Notary's Printed Name: JULIE MLADENKA BOWERMON

Notary's commission expires: 4/26/2023

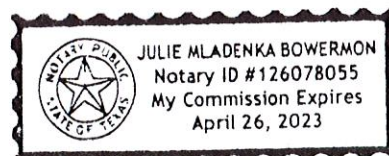


Exhibit B

Current Owner and/or Adjoining Property Owner Abandonment Consent Letter

TERESA VALDEZ has reviewed the attached Exhibit "A", has no objection, and hereby consents to the vacation/abandonment of the street and/or alley right-of-way as illustrated on Exhibit A.

THE UNDERSIGNED WILL HOLD THE CITY OF LOCKHART, TEXAS HARMLESS AND INDEMNIFY IT AGAINST ALL SUITS, COSTS, EXPENSES AND DAMAGES THAT MAY ARISE OR ARISE OR GROW OUT OF SUCH ABANDONMENT.

Owner Signature: Teresa Valdez Date: 09-19-2022

Owner Printed name: Teresa Valdez

Owner Mailing Address: 1331 Chalmers Ave / San Antonio TX 78211

Property Address: 119 MULBERRY STREET

PROPERTY ID 18384

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

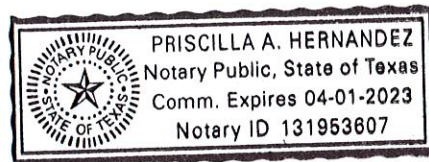
This instrument was acknowledged before me on this the date of September 19, 2022, by

[Signature] [Notary Signature]

Notary Public, State of Texas

Notary's Printed Name: Priscilla A. Hernandez

Notary's commission expires: 04-01-2023



City of Lockhart
Lockhart, Tx 78644

Dear City Management

We own the following properties;

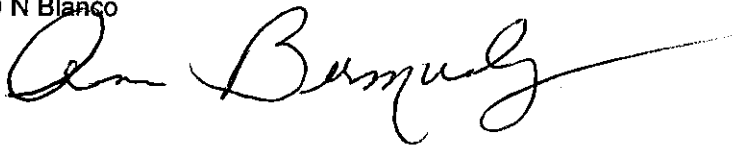
810 N Blanco
814 N Blanco
820 N Blanco
824 N Blanco

We understand there is a 10 foot alley that backs all four properties that is owned by the City of Lockhart, but this alley is not maintained by the City. We would like to see if the City would consider abandoning the property and allowing us to take over ownership, fence it in with our existing properties, and mow and maintain this current alley.

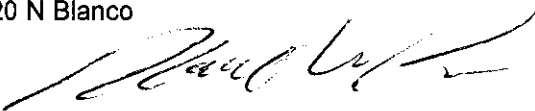
We platted 820 N Blanco and 824 N Blanco together a while back, and we would like to plat 810 N Blanco and 814 N Blanco together with 820 and 824, but before we erect the back fence, we would like to get a decision regarding the alley so that we can put the fence on the correct property line with a newly platted survey line.

We look forward to your response.

Anna Bermudez
820 N Blanco



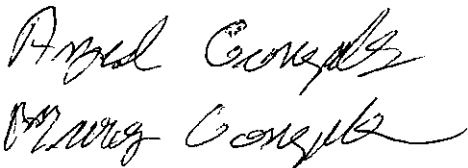
Kenneth Price
820 N Blanco



Teresa Valdez
1331 Chalmers Ave
San Antonio, TX



Angel and Mary Gonzalez
806 N Blanco



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 18, 2023

AGENDA ITEM CAPTION:

Discussion and/or action regarding a work authorization for Halff Associates, under the Master General Services Agreement, to renovate Lions Park.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: Halff Associates has been contracted to provide General Services for the Parks & Recreation Department to renovate the city parks and assist with ongoing projects. The third Work Authorization provides for the scope of work to renovate Lions Park.

PROJECT SCHEDULE (if applicable): project to begin immediately

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Funds for this project have been allocated from ARPA funds and approved in the Council meeting on 3/7/2023.

PREVIOUS COUNCIL ACTION: Council approved the Master General Services Agreement for Halff Associates in the meeting on 3/7/2023.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Approve

LIST OF SUPPORTING DOCUMENTS: Work Authorization 3 - Lions Park

EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED
HALFF ASSOCIATES, INC

PURPOSE

The purpose of the services proposed herein is for Halff Associates, Inc. (HALFF) to provide professional planning and design services for the City of Lockhart (CITY) by preparing a conceptual master plan for Lion's Park, located at 400 South Colorado, Lockhart, Texas 78644.

PROJECT UNDERSTANDING

The site is 3.47 acres of developed parkland adjacent to Downtown Lockhart, between US-HWY 183 and Brazos Street. The 2018 Lockhart Parks, Recreation & Open Space Master Plan (PRMP) identifies the park as a community park intended to serve the entire community due to its proximity to a major highway; however, because the park is adjacent to a neighborhood, the PRMP notes that Lion's Park also functions as a neighborhood park. The park includes two (2) playgrounds, two (2) picnic shelters, picnic tables, BBQ Grills, trash receptacles, a restroom, foot bridges over a drainage ditch that runs through the park from north to south, and two Texas Historical Markers, one describing the Battle of Plum Creek, and the other accompanying the historic Brock cabin that belonged to one of Lockhart's founders. The 2018 PRMP did not identify any additional programming that should be considered in Lion's Park, only minor repairs to the foot bridges, as well as updating to the restrooms and signage. Stakeholder discussions during development of the PRMP suggested to provide a "fenced, safe area for age-appropriate play elements." While Lion's Park provides two play areas, one with 2-5 play equipment and the other with 5-12 playground equipment, neither area is fenced.

PROJECT ASSUMPTIONS

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation. The CITY will supply existing and proposed available data related to the project site to HALFF, as available. Existing data to be provided shall consist of the following at a minimum:

- 1. Existing Property Information** – boundary surveys, plats, deeds, easement information or any other existing or proposed property/right-of-way information related to the project area.
- 2. Existing Utility Information** –as-built plans for all existing utilities located within the limits of the project site. Plans shall show all utilities including but not limited to water, sanitary sewer, storm sewer, water quality/detention facilities, or any utilities related to or associated with the project. The CITY will also provide any dry utility information (Lockhart Electric, LCRA, etc.) for the project site.
- 3. Other Applicable Information** – such as hydraulic/drainage reports, environmental reports, etc. that would be beneficial to the project.

Given the above stated purpose and project assumptions, HALFF will provide the following basic services per project phases listed once the CITY has issued an executed agreement.

BASIC SERVICES

Phase 1: Project Administration

HALFF team members will conduct administrative activities throughout the project term. Examples of relevant activities may include, but are not limited to, the following: virtual meetings and/or phone calls with CLIENT and City staff not accounted for below, internal quality assurance/quality control (QA/QC protocol) contract administration, invoicing, and progress reporting.

Phase 2: Site Inventory & Analysis

This phase will include collecting all pertinent data applicable to the master planning process, including previous studies and relevant GIS data. A comprehensive site inventory will be performed as a precursor to the public input process. This phase includes the following tasks:

1. Conduct a virtual project initiation meeting and obtain data. *One, one-hour virtual meeting.*
2. Prepare a preliminary base map of available site data. HALFF will use data provided by CITY and current available LIDAR imagery and topography for base map. Existing tree canopy limits and critical site features will be located using high resolution aerial imagery on the base map. Design survey with tree canopy, topography and surface utilities are not included in this scope of services.
3. Research and assess surrounding land use trends and transportation (including bicycle and pedestrian connectivity opportunities).
4. Conduct site inventory with CITY staff to determine surrounding influences, establish site conditions critical to the project's development, assess the existing restroom facility, and photograph existing conditions. *One two-hour meeting at project site.*
5. Prepare photo inventory map and refine base map to include critical site conditions, opportunities and constraints identified during the site visit.

Deliverables: Digital PDF of base map and photo inventory.

Phase 3: Program Development | Uncovering the Community Vision

This phase includes public outreach to identify the community's vision for the future park development. Key person/stakeholder interviews, adjacent neighborhood outreach, and other public engagement to identify community preferences and potential program elements (subject to the site constraints) are included in this process. This phase includes the following tasks:

1. Develop public outreach plan and coordinate with CITY's project manager and communications department on outreach schedule, survey, and materials.
2. Conduct key person/stakeholder interviews with persons/groups identified by the CITY including, but not limited to area homeowner associations, nearby businesses, preservation groups, and CITY staff members. *Three, two-hour meetings over the course of a single day.*
3. Prepare online survey to collect public feedback.
4. Summarize preliminary findings and discuss with CITY staff.

Deliverables: Digital PDF report of illustrations/graphics and public comments.

Phase 4: Park Master Planning | Consensus Building & Adoption

This phase includes preparation of potential alternatives for the future layout and programmatic

configuration of Lion’s Park. The alternatives will be presented to the public. Community preferences will be compiled to determine the preferred vision for park. A final master plan will be reviewed by CITY staff. The final plan will be presented at the third public meeting and CITY Council. This phase includes the following tasks:

1. Develop two (2) preliminary concept plans delineating overall character and image of the park based on program development and community vision for the park. Review with CITY staff via one one-hour virtual meeting for comment.
2. Facilitate Public Meeting – Recap findings for the park and present two (2) preliminary concept plans explaining how public input was incorporated into each plan. The intent of this meeting is to determine what ideas are liked, which ones need refinement and which ones to remove. *One, two-hour weekday evening meeting.*
3. Develop refined preliminary master plan and supporting graphics (3 perspectives) and draft report, including proposed phasing, budget opinion of probable construction costs (OPCC), and draft Maintenance-Operations-Revenue-Expenses (MORE) plan. Review with CITY staff.
4. Develop final illustrative master plan, supporting graphics, OPCC, MORE plan and final draft report. Review with CITY staff.
5. Present final draft master plan to CITY Council for review and adoption. *One meeting.*

Deliverables: Digital PDF format of all maps/graphics and reports and three (3) hard copies of master plan report.

SCHEDULE

Upon receipt of a fully executed contract, HALFF shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We also acknowledge that the CLIENT is to be regularly and routinely consulted in connection with the performance hereunder.

ADDITIONAL SERVICES

The following services are not included in the proposed basic services. HALFF can provide services list at the request of the CITY. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as needed. Items that are considered additional services include:

1. Graphics and marketing material other than indicated in basic services.
2. Topographical and design surveys.
3. Construction document, permitting, bidding and/or construction phase services.
4. Environmental analysis and permitting, or hydraulic/hydrology study and analysis
5. Design of areas outside the limits of the project site.
6. Additions to the project scope or budget that causes additional work.
7. Additional meetings or workshops not identified in the project scope.
8. Revisions to the concepts by the CITY after the final master plan and report are complete and adopted by the CITY.

9. Permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.
10. Design of gas, telephone, or other utility improvements.
11. Printing of drawings or maps, except as noted herein.
12. Negotiations/agreements with adjacent property owners.
13. Any additional work not specifically included in the basic services of this proposal.

EXHIBIT B
BASIS OF COMPENSATION
HALFF ASSOCIATES, INC

Basic Services as described in 'EXHIBIT A' will be provided for a total lump sum fee of \$35,235.00. The overall fee total shown will not be exceeded without prior written authorization by the CITY.

Reimbursable Expenses of \$1,000.00 shall include expenses for supplies, equipment, transportation and travel, printing of plans, presentation boards, graphic boards and similar incidentals. Proof of reimbursable expenses shall be provided to the City with the respective invoice.

Payment for total services as described in 'EXHIBIT A' will be invoiced to the CITY on a monthly basis, based upon a percentage of completed tasks. Below is a cost breakdown of the Basic Services:

PHASE FEE

Phase 1: Project Administration	\$	1,140.00
Phase 2: Site Inventory & Analysis	\$	5,025.00
Phase 3: Program Development Uncovering the Community Vision	\$	3,580.00
<u>Phase 4: Park Master Planning Consensus Building & Adoption</u>	<u>\$</u>	<u>24,490.00</u>
Subtotal Professional Services	\$	34,235.00
Reimbursable Expenses (Allowance)	\$	1,000.00
Total	\$	35,235.00

WORK AUTHORIZATION NUMBER 3

This Work Authorization is made as of this 21st day of March, 2023, under the terms and

conditions established in the Master Agreement for Professional Services (Lockhart Parks & Recreation General Services), dated March 7th, 2023 (the Agreement), between Lockhart, Texas (City) and Halff Associates, Inc. (HALFF). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

The City has retained HALFF to provide professional services necessary to conceptual drawings, public engagement and preliminary cost estimates, (the "Project")

Section A. - Scope of Services

A.1. HALFF shall perform the following Services:

Per Exhibit A - Scope of Work

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the City:

Per Exhibit A – Scope of Work

A.3. In conjunction with the performance of the foregoing Services, HALFF shall provide the following submittals/deliverables (Documents) to City:

Per Exhibit A – Scope of Work

Section B. - Applicable Period and Schedule

This Work Authorization shall be effective as of March 24th, 2023 and continue until August 24th, 2023. HALFF shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, City shall pay to HALFF on a lump sum basis in the amount of \$33,095.00. The overall fee total shown will not be exceeded without prior written authorization by the CITY.

C.2. Reimbursable Expenses of \$1,000.00 shall include expenses for supplies, equipment, transportation and travel, printing of plans, presentation boards, graphic boards and similar incidentals. Proof of reimbursable expenses shall be provided to the City with the respective invoice.

C.3. Payment for total services as described in 'EXHIBIT A' will be invoiced to the CITY on a monthly basis, based upon a percentage of completed tasks.

Section D. - City's Responsibilities

City shall perform and/or provide the following in a timely manner so as not to delay the Services of HALFF. Unless otherwise provided in this Work Authorization, City shall bear all costs incident to compliance with the following:

D.1. The City will provide any available data and supporting information that the City has in its possession relevant to the work and necessary for use by HALFF to complete this work authorization.

D.2. The City will render decisions expeditiously for the orderly progress of HALFF's services, including placing items on agendas to be considered by the City Council as necessary.

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

E.1. Not applicable.

IN WITNESS WHEREOF, the City and HALFF have executed this Work Authorization.

Lockhart, Texas
(City)

By: _____

Name: _____

Title: _____

Date: _____, 20__

Halff Associates, Inc.
(HALFF)

By:  _____

Name: James Hemenes

Title: Director of Landscape Architecture

Date: March 15, 2023

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 18, 2023

AGENDA ITEM CAPTION: Presentation by Red Oak Development and discussion regarding a proposed master-planned community of approximately 500 acres near the intersection of FM 1322 and Seawillow Road.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: In mid-2022 Red Oak development contacted staff regarding proposed development in what was then the City's ETJ. The first project resulting from this effort is the Seawillow subdivision, which consists of approximately 420 single-family residential units on 89.775 acres east of the Summerside Subdivision. This area was annexed into the City in September 2022 and the Preliminary Plat was approved in March 2023.

The second project is the one to be discussed in the scheduled workshop; an approximately 500-acre mixed-use development including several types of residential, commercial, parkland and other development areas, including a school parcel. This development is largely located in the Lockhart ETJ, immediately east of the Seawillow subdivision. Despite being adjacent to the city limits, the applicant does not plan to annex the project into the city and extend city utilities to the project area. This project is instead proposed as a Municipal Utility District (MUD) which would remain outside the city, despite the fact that the project abuts the city and would be adjacent to a subdivision served by City utilities. The applicant has provided a document which answers several questions from city staff regarding the type of development proposed and the sources of major types of public services.

The applicant held a workshop at the April 12th Planning and Zoning Commission meeting. Several questions were asked regarding the reason for the project not being located in the City, despite the site's location adjacent to the city limits. The City Attorney suggested the possibility of financing using a Public Improvement District (PID) instead of a MUD in order to allow the project to be located in the city, which would provide much greater tax revenue for the city in comparison to a MUD within the City's ETJ..

PROJECT SCHEDULE (if applicable): None at this time

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: none

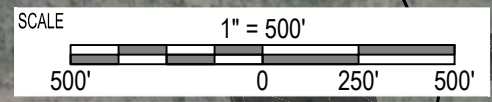
COMMITTEE/BOARD/COMMISSION ACTION: No action was taken at the April 12 workshop with the Planning and Zoning Commission.

STAFF RECOMMENDATION/REQUESTED MOTION: This is a presentation and discussion item only. No action is requested.

LIST OF SUPPORTING DOCUMENTS: Acevedo BUBBLE EXHIBIT ZP5, City of Lockhart QA, Acevedo absorption schedule, Acevedo Water demand, Lockhart 595 Utility Summary V2-WW, Lockhart 595 Workshop Presentation--for workshops, .



2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702



ZONING/DEVELOPMENT TYPE	AREA (AC)	DENSITY (UNITS/AC)	ESTIMATED YIELD
SINGLE FAMILY RESIDENTIAL			
SF-1 (8,500 SF; 1/4-1/2 ac)	40.5	[1]	94
SF-2 (5,500 SF; 50 x 120)	29.2		196
PH-2 (3,200 SF; 35/40 x100/110)	112.5		1,165
TH-2 (2,500 ; 25 x 100)	22.9		338
MULTI-FAMILY 1 (MF-1)	38.4	12	460
MULTI-FAMILY 2 (MF-2)	14.8	24	355
TOTAL RESIDENTIAL UNITS			2,608

COMM. CENTRAL BUSINESS - CCB	3.4
COMM. MEDIUM BUSINESS - CMB	27.0
MEDICAL CAMPUS	8.0
TOTAL COMMERCIAL/RETAIL	38.4

WASTEWATER TREATMENT PLANT	6.9
SCHOOL	40.1
TOTAL COMMUNITY	47.0

PARKS/OPEN SPACE	88.8
ADDITIONAL GREENSPACE [2]	30.2
TOTAL PARK/OPENSACE AREA	119.0

1) AREAS LISTED ARE FOR LOTTED AREAS ONLY AND EXCLUDE R.O.W. AND PUBLIC GREENSPACES WITHIN THE RESPECTIVE AREAS.
2) GREENSPACE WITHIN RESIDENTIAL AREAS FOR PUBLIC ACCESS AND/OR STORMWATER MANAGEMENT

 **PARKWAY (108 FT)**

 **COLLECTOR (80 FT)**

 **LOCAL (60 FT)**

 **ROUNDABOUT (220 FT DIA)**

**LOCKHART
E.T.J**

PRELIMINARY
NOT FOR CONSTRUCTION
THIS PLAN HAS BEEN PREPARED FOR GENERAL DISCUSSION
ONLY AND IS BASED UPON LIMITED DUE DILIGENCE.

ACEVEDO RANCH

CONCEPTUAL ZONING EXHIBIT

CALDWELL COUNTY, TEXAS
MARCH 2023

City of Lockhart Q&A

- 1) Provide an overview of the project (number of residential units and type, including construction type square feet of commercial, parks, institutional, and other uses)

Response: Please see attached layout and table with a summary breakdown of the uses on the property.

- 2) Provide a proposed layout of the plan specifying the locations of proposed land uses, roads, and other major facilities.

Response: Please see attached layout illustrating these requested items.

- 3) How will the following services be provided:

- Police protection
 - **Caldwell Sheriffs Department**
- Fire protection
 - **City of Lockhart Fire**
- Emergency medical services
 - **Caldwell County Emergency Services**
- Solid waste collection
 - **3 Party Engagement**
- Operation and maintenance of water and wastewater facilities
 - **MUD**
- Operation and maintenance of roads and streets
 - **Caldwell County**
- Provision of street lighting
 - **Will follow City of Lockhart requirements. MUD to provide maintenance.**
- Operation and maintenance of parks, playgrounds, and swimming pools; and
 - **MUD/HOA**
- Operation and maintenance of any publicly owned facility, building or service.
 - **The public entity who owned the facility in this instance would be responsible for ownership and maintenance.**
- Permitting and building inspections.
 - **Subdivision platting and construction plans would be submitted to City of Lockhart for review and approval. All buildings within the development will be required to obtain 3rd party inspections to ensure compliance with International Building Code. This can be added as a requirement to the Development Agreement.**

- 4) Will this project be annexed into the city, or will the area remain in the ETJ? Please explain why the project would not be annexed into the city if that is the case?

Response: The developer is proposing limited purpose annexation of the property. This would allow the MUD to continue to function as an ETJ MUD and benefit from additional taxation capacity. The City wouldn't be required to assume maintenance responsibilities over water/wastewater/or public road infrastructure. The City would be able to receive sales tax benefits from the MUD without having to provide maintenance over most facilities.

- 5) What type of project financing is being proposed (MUD, PID, TIRZ, other)?

Response: The project is currently proposing an ETJ MUD. The developer believes that this is the strongest mechanism for funding allowing for an elevated level of design and making way for the following development benefits:

- i. Parks in excess of requirement
- ii. 40 acre School Site
- iii. 100 units dedicated to teacher housing
- iv. Micro-hospital

Many of these improvements do not result in any financial gain to the developer, however, it is Red Oak's intention to build a community in Lockhart and the MUD reimbursements allow the developer to better balance cash flow the project and accommodate these community building investments.

- 6) Is there a phasing or absorption plan for development?

Response: Attached is an absorption plan for the development. This is pretty general at this point but does provide a timeline and general lot absorption plan.

- 7) How will water and wastewater services be provided and how many LUEs of water and wastewater will be needed/provided?

Response: This is partially dependent on the MUD and what the City wants to do. The direction that Red Oak is proposing is for the City to provide wholesale water to the MUD. The MUD would construct and own the internal infrastructure. This allows the City to avoid maintenance costs of the MUD system but make money off providing water to the MUD via existing infrastructure. The MUD would contract with an outside retail water provider who could also partner with the City to obtain future water supply sources. The development is planning 2,783 LUEs for both water and wastewater. A table has been provided summarizing the utility demand created by his use.

The MUD would construct our own wastewater treatment facility and provide wastewater to development located within the MUD boundary. The MUD would also be open to providing wholesale wastewater to the City for developments in the area to promote development (much of which is located in areas zoned industrial and commercial) and lower the cost of WW improvements.

- 8) What existing public roads are intended to provide access to the project?
internal roads be public or private?

Response: Access to the community be provided off of Seawillow Rd. and FM 1322. Internal roads will be public and maintained by Caldwell County until/if the City decides to annex. Alleys will be maintained by HOA/MUD

- 9) Does the project expect to result in the construction of additional public roads or improvement of existing public roads, and if so, where and which roads would be improved? Are any off-site new roads planned?

Response: This will need to be better understood and vetted out with a TIA. Right now it is my assumption that:

- 1322 will need to be widened across our developments access points to facilitate left turn lanes and potentially deceleration lanes.
- Signalization will likely be warranted at access points onto FM 1322 as the project reaches the appropriate number of trips.

- The land plan currently shows an arterial road running through the site per the City's master thoroughfare plan.
 - Signalization will also need to be contemplated on Martin Luther King, Bufkin Ln, and Blackjack Rd. An analysis of our developments impact on these intersections would be included in a TIA and the developer would be responsible for providing adequate mitigation.
- 10) How many external street access points are intended to be provided to the project?
Response: Right now we are planning 3 access points to 1322 and 2 access points to Seawillow Rd. See attached layout.
- 11) How will stormwater be managed?
Response: Regional ponds will be designed for full build out and will ensure no increase in flows or flooding nuisances downstream. The developer is prepared to meet all City of Lockhart requirements for stormwater management.
- 12) What other coordination with relevant agencies (TxDOT, TCEQ, Caldwell County utility companies, has already been undertaken)
Response: Here is a list of the items we will/have pursued:
- Developer has requested a scoping meeting with the City of Lockhart, TxDOT, and Caldwell County. The City hasn't responded to this request.
 - The project has been presented to Caldwell County Judge Hoppy Haden and Red Oak will pursue a development agreement with the County concurrently with City entitlements.
 - Red Oak's engineer for a discharge permit has had a kickoff meeting with TCEQ to discuss the discharge permit and is currently working on submittal of this application.
 -
- 13) Will the project include a POA/HOA?
Response: Single-family lots will have a Home Owners Association and the remaining commercial and multi-family development will have a separate Property Owners Association overseeing the community.
- 14) What will be the extent of planned open space and parks?
Response: Our development is currently planning the following parks improvements:
- Pocket parks through the development for every 200 lots. This would include parking and playscape.
 - 60 acre Regional Public Park containing soccer fields, a nature trail, and a centrally located wet pond.
 - 5-6 soccer field complex with parking lot improvements. The intent for this is to create a destination for soccer leagues and weekend tournaments.
 - An amenity center
 - Over 4,000 sq. ft. of trails connecting the Regional park to the rest of the community.
- 15) Will the project provide any amenities, i.e. community center, ballfields, pools, or any other similar facilities?
Response: See response to Question #14.
- 16) Have any builders been identified for the project?

Response: We work with a variety of builders most of which are not the big public companies. Our key partners are Gehan, Brohn, CastleRock, Ashton Woods, David Weekly. To date, we have not worked with DR Horton, Lennar or Pulte as their home designs do not usually fit the vision of our communities.

17) What services will the developer be asking the city to provide?

Response: Fire protection will be the main service requested of the City. EMS services ot be provided by existing county-wide program.

18) How much land will be dedicated to the Lockhart School District and when would it be made available?

Response: 40 acres would be dedicated to the City of Lockhart and the land can be made available upon platting of phase 1 of the development. The developer is willing to write this commitment into the Development Agreement with the City.

19) What are the terms of the proposed arrangement to provide housing for LISD teachers?

Response: Red Oak is establishing a teacher housing program offering 10 homes per year to teachers through its builder partnerships. Red Oak offers builders steep discounts on improved land in exchange for a commitment from builders to offer teacher housing pass-thru savings and an ability to afford quality homes in innovative communities.

Lockhart 595 Absorption Schedule				
Phase	Construction Start	First Home	Final Units Delivered	Units
1	Q4- 2024	Q3-2026	Q1-2029	300
2	Q3-2025	Q1-2027	Q3-2029	600
3	Q1-2027	Q4-2028	Q2-2030	900
4	Q4-2027	Q2-2029	Q4-2031	1200
5	Q4-2028	Q1-2030	Q3-2032	1500
6	Q1-2029	Q3-2030	Q1-2033	1800
7	Q4-2030	Q2- 2032	Q2-2034	2100
8	Q2-2032	NA	NA	2250
9	NA	NA	NA	2608
10	NA	NA	NA	NA
11	NA	NA	NA	NA

Lockhart 595 LUE Summary and Water Demand Breakdown

Land Use	Units	LUE Conversion	LUEs	Average Day Demand (GPM)	Average Day Demand (GPD)	Peak Day Demand (GPM)	Peak Day Demand (GPD)	Peak Hour Demand (GPM)	TCEQ (1.5 gpm per LUE)
Single-Family Detached	1455	1	1455	707	1,018,500	1,874	2,699,025	3,183	2,183
Townhomes	338	0.7	237	115	165,620	305	438,893	518	355
MF 1	460	0.7	322	157	225,400	415	597,310	704	483
Multi-Family	355	0.5	178	86	124,250	229	329,263	388	266
Commercial	525	1	525	255	367,500	676	973,875	1,148	788
School	1000	15	67	32	46,667	86	123,667	146	100
	4,133		2,783	1,353	1,947,937	3,585	5,162,032	6,087	4,174
Fire Flow+Peak Day Demand GPM	5,085								
Required Fire Flow	1,500 @ 2 HRS								

Water Demand Schedule for Lockhart 595

Phase	Construction Start	First Home	Units	LUEs	Average Day Demand (GPM)	Average Day Demand (GPD)	Peak Day Demand (GPM)	Peak Day Demand (GPD)	Peak Hour Demand (GPM)	TCEQ (1.5 gpm per LUE)	Required Storage (Gal)	Required Storage w/ Fire (Gal)	Pumping Capacity	Elevated Storage
1	Q4- 2024	Q3-2026	300	300	146	210,000	386	556,500	656	450	60,000	240,000	600	
2	Q3-2025	Q1-2027	600	600	292	420,000	773	1,113,000	1,313	900	120,000	300,000	1,200	
3	Q1-2027	Q4-2028	900	900	438	630,000	1,159	1,669,500	1,969	1,350	180,000	360,000	1,800	
4	Q4-2027	Q2-2029	1200	1200	583	840,000	1,546	2,226,000	2,625	1,800	240,000	420,000	2,400	
5	Q4-2028	Q2- 2029	1500	1500	729	1,050,000	1,932	2,782,500	3,281	2,250	300,000	480,000	3,000	
6	Q1-2029	Q3-2030	1800	1800	875	1,260,000	2,319	3,339,000	3,938	2,700	360,000	540,000	3,600	
7	Q4-2030	Q2- 2032	2100	2100	1021	1,470,000	2,705	3,895,500	4,594	3,150	420,000	600,000	4,200	
8	Q2-2032	NA	2250	2400	1167	1,680,000	3,092	4,452,000	5,250	3,600	480,000	660,000	4,800	240,000
9	NA	NA	2608	2700	1313	1,890,000	3,478	5,008,500	5,906	4,050	540,000	720,000	5,400	270,000
10	NA	NA	NA	3000	1458	2,100,000	3,865	5,565,000	6,563	4,500	600,000	780,000	6,000	300,000
11	NA	NA	NA	2,783	1,353	1,947,937	3,585	5,162,032	6,087	4,174	556,553	736,553	5,566	278,277

Lockhart 595 LUE Summary and Wastewater Demand Breakdown									
Land Use	Units	LUE Conversion	LUEs	Average Dry Weather Flow (GPM)	Average Dry Weather Flow (GPD)	Peak Dry Weather Flow (GPM)	Peak Dry Weather Flow (GPD)	Peak Wet Weather Flow (GPM)	Peak Wet Weather Flow (GPD)
Single-Family Detached	1455	1	1455	248	356,475	990	1,425,900	1,006	1,470,525
Townhomes	338	0.7	237	40	57,967	161	231,868	177	276,493
MF 1	460	0.7	322	55	78,890	219	315,560	235	360,185
Multi-Family	355	0.5	178	30	43,488	121	173,950	136	218,575
Commercial	525	1	525	89	128,625	357	514,500	373	559,125
School	1000	15	67	11	16,333	45	65,333	61	109,958
	4,133		2,783	473	681,778	1,894	2,727,111	1,988	2,994,861
Fire Flow+Peak Day Demand GPM	3,394								
Required Fire Flow	1,500 @ 2 HRS								

Wastewater Flow Schedule for Lockhart 595											
Phase	Construction Start	First Home	Units	LUEs	Average Dry Weather Flow (GPM)	Average Dry Weather Flow (GPD)	Peak Dry Weather Flow (GPM)	Peak Dry Weather Flow (GPD)	Peak Wet Weather Flow (GPM)	Peak Wet Weather Flow (GPD)	
1	Q4- 2024	Q3-2026	300	300	51	73,500	204	294,000	235	338,625	
2	Q3-2025	Q1-2027	600	600	102	147,000	408	588,000	439	632,625	
3	Q1-2027	Q4-2028	900	900	153	220,500	613	882,000	643	926,625	
4	Q4-2027	Q2-2029	1200	1200	204	294,000	817	1,176,000	848	1,220,625	
5	Q4-2028	Q2- 2029	1500	1500	255	367,500	1,021	1,470,000	1,052	1,514,625	
6	Q1-2029	Q3-2030	1800	1800	306	441,000	1,225	1,764,000	1,256	1,808,625	
7	Q4-2030	Q2- 2032	2100	2100	357	514,500	1,429	2,058,000	1,460	2,102,625	
8	Q2-2032	NA	2250	2400	408	588,000	1,633	2,352,000	1,664	2,396,625	
9	NA	NA	2608	2700	459	661,500	1,838	2,646,000	1,868	2,690,625	
10	NA	NA	NA		0	0	0	0		0	
11	NA	NA	NA	2,783	473	681,778	1,894	2,727,111	1,988	2,994,861	

Lockhart Master Development

Seawillow Ranch





Community Differentiators

Teacher Housing Program & Land Donation

Red Oak is committed to donating 40 acres to the Lockhart ISD and establishing a teacher housing program offering 10 homes per year to teachers through its builder partnerships. Red Oak offers builders steep discounts on improved land in exchange for a commitment from builders to offer teacher housing pass-thru savings and an ability to afford quality homes in innovative communities.



Regional Hospital & Med Offices

Red Oak is working with Dr. John Turner's "My Emergency Room" organization to bring a 12-13 bed regional hospital to the City of Lockhart. Red Oak is committed to establishing a medical district within it development that would represent an expansion of physician specialty services within the City.



Smart Community with Fiber Optics

Centric Infrastructure Group and Red Oak Development Group have formed a new partnership in Central Texas!

This will bring fiber optics to more than 6,000 homes over the coming decade. This strategic partnership aims to align both Centric's and Red Oak's growth strategies and provide high-speed fiber internet to residents of our newly developed communities. In a world in which residents desire more connectivity, flexibility in work locations and innovative communities, this is a game changer for all Red Oak communities.

The logo for Centric Infrastructure Group is displayed. The word "CENTRIC" is in a large, bold, blue sans-serif font. Below it, the words "INFRASTRUCTURE GROUP" are in a smaller, blue, all-caps sans-serif font. The background of the slide features a stylized 3D cityscape with white buildings and a network of glowing blue lines representing fiber optic connections.

CENTRIC
INFRASTRUCTURE GROUP

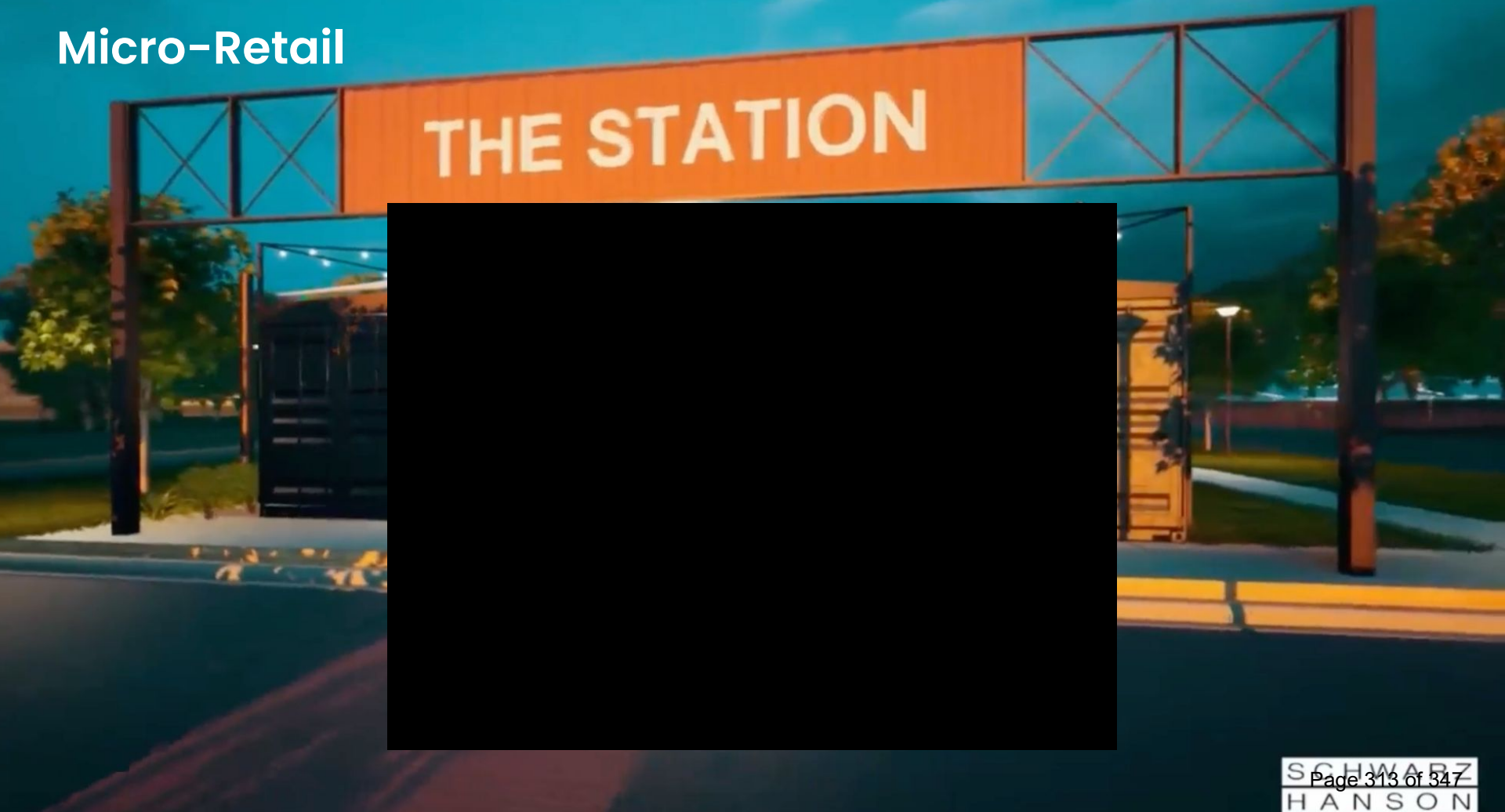


Micro-Retail

Red Oak Development Group is proposing to develop a 6-8 acre micro-retail site to include a food trailer section. This portion of development will contain roughly 30-40k square feet of retail space set aside for local business owners. The development will also contain a one to two acre central park.



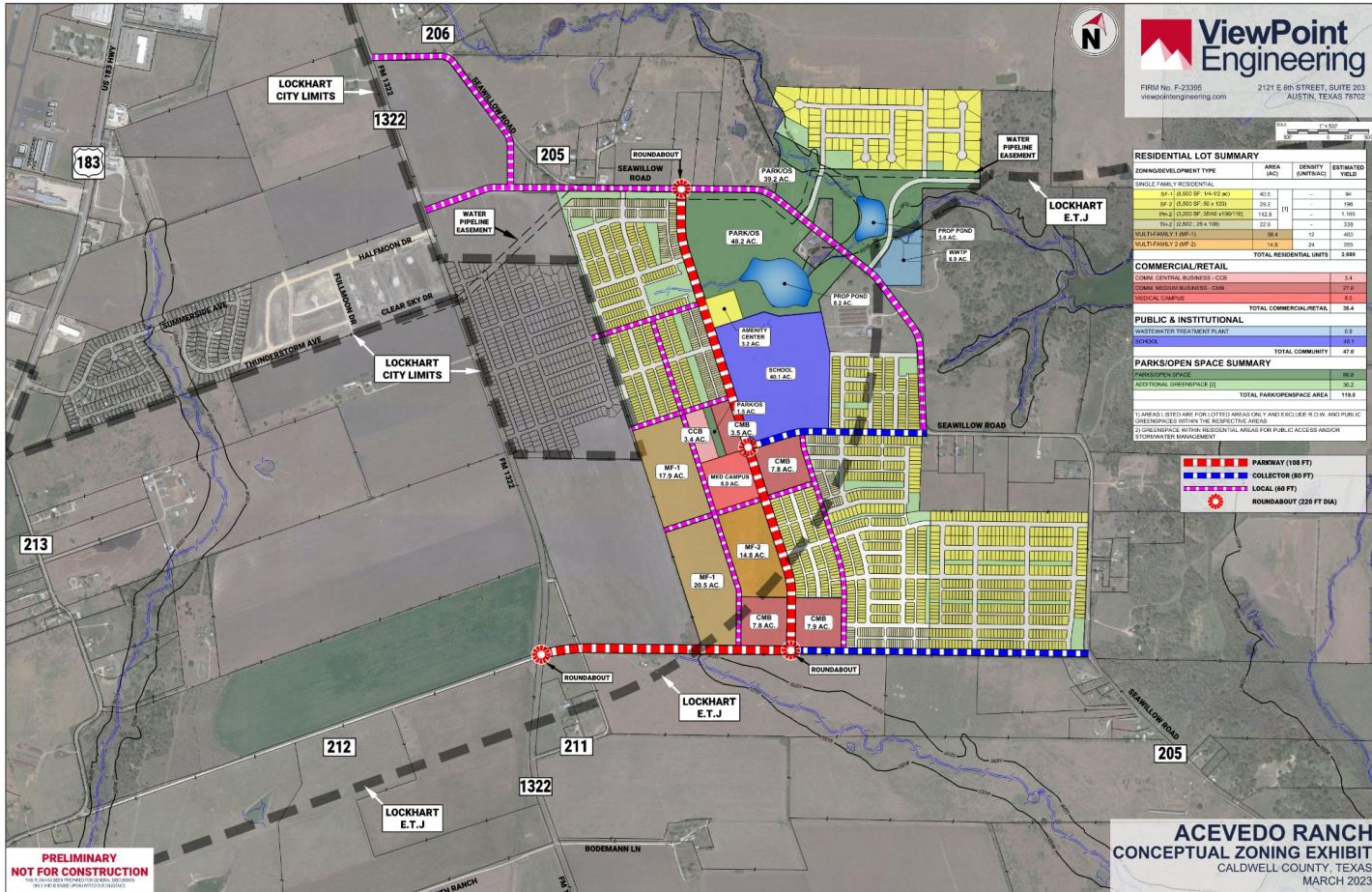
Micro-Retail



Parks/Open Space Focus

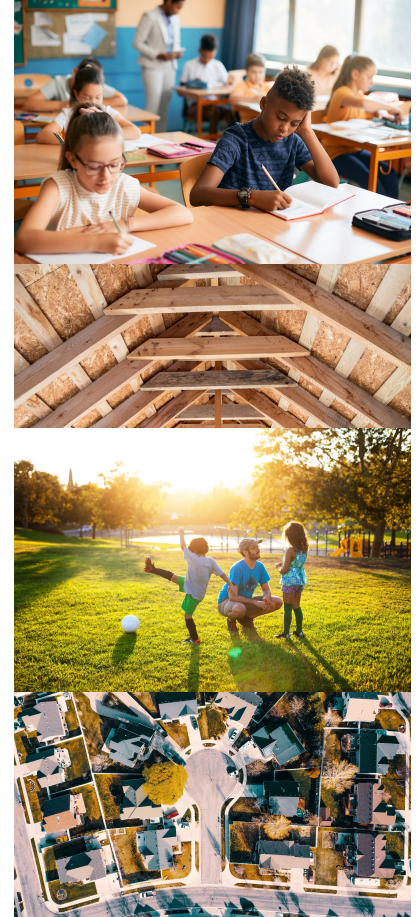
- 40-60 ac. Regional Community Park
- 3-5 regulation Youth Soccer Fields
- Trail System tying RP into community
- Elevated Amenity Center





Key Development Data

- Over 1/4 of tract acreage is dedicated for public use. (Schools with Parks/Open Space)
- 20% of tract acreage set aside for parks/open space. City code currently requires 8%
- 30% of residential units make up “missing middle” housing. (MF-1 and Townhomes)
- Less than 14% of residential units is 24 units/acre. Multi-family
- Diversity of housing
 - No housing typology in the community makes up more than 45% of the overall units.
 - ½-acre/50’/40’/35’/townhomes/MF-1
- Commercial Use is approximately 30 acres or 450K SF
- 40 acres as dedicated Lockhart ISD School Use
- 8 acres as dedicated medical space
- 7 acres as a dedicated brewery/restaurant/venue site

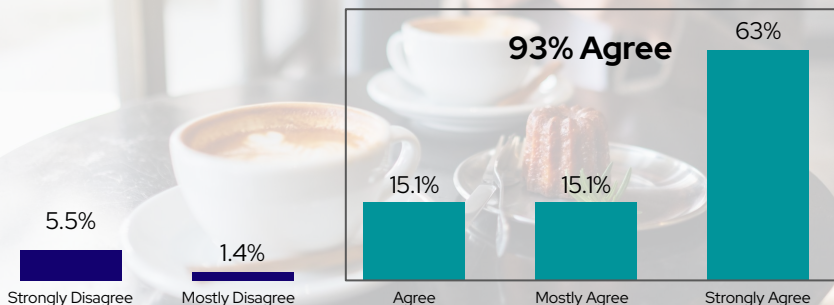




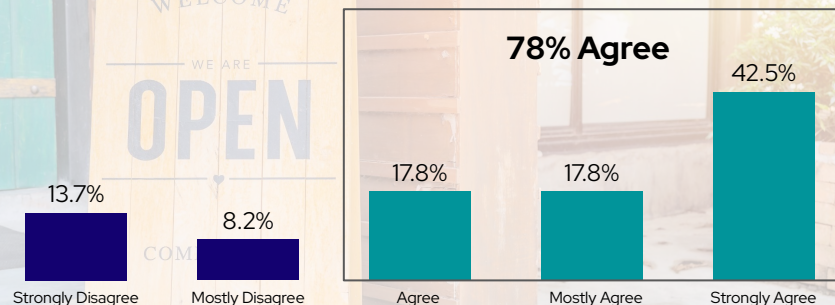
Red Oak & Lockhart Community Outreach

What the Community Wants: Survey Results

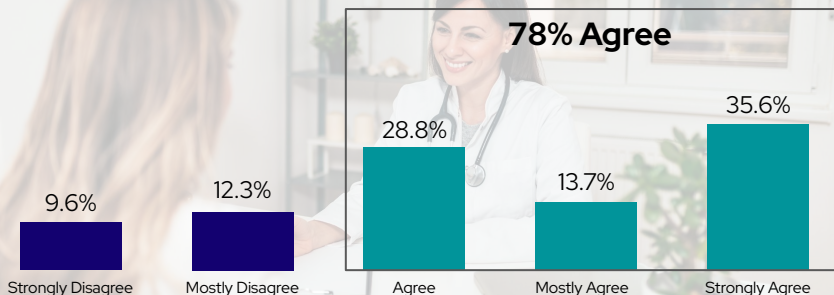
You want more retail shops, cafes, and restaurants



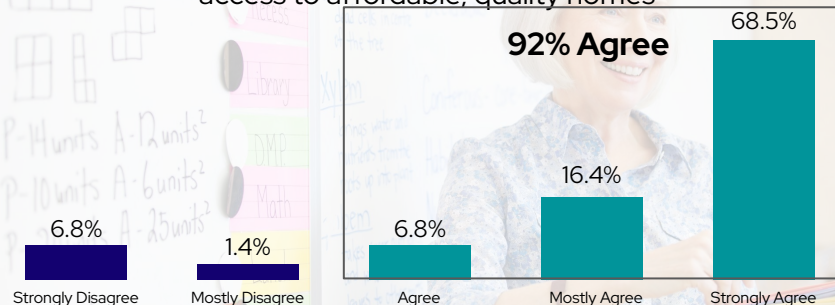
You want to see a micro-retail shopping center



It's difficult to find nearby access to medical services

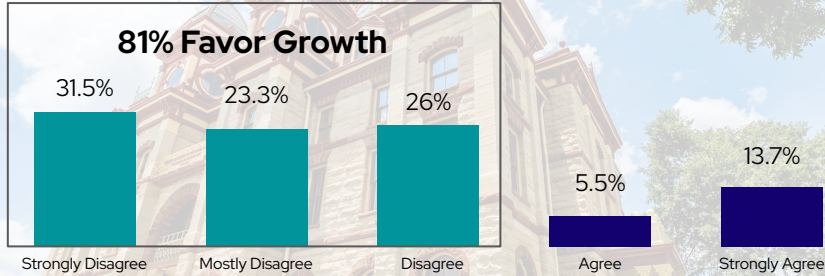


You want to see more housing opportunities for teachers to have access to affordable, quality homes

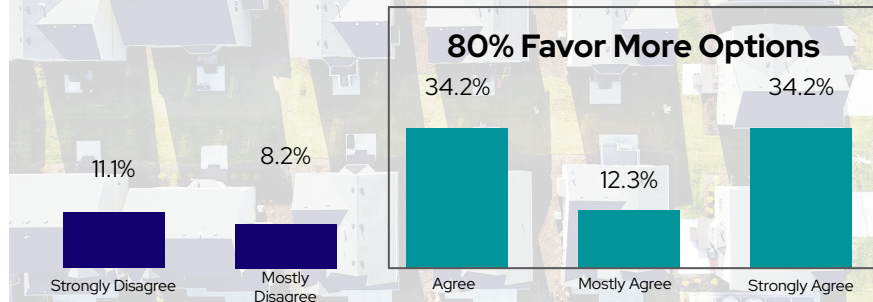


What the Community Wants: Survey Results

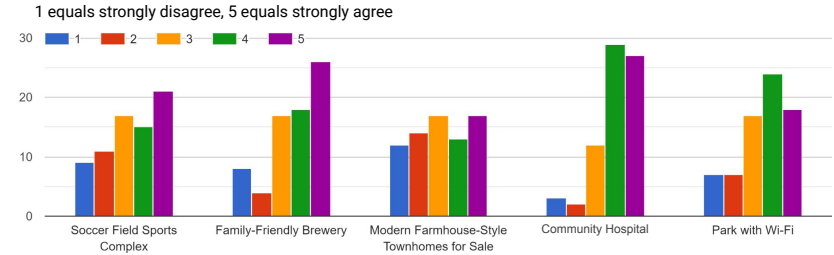
You don't want to see Lockhart grow more than it has



You find housing options to be limited in types and price points



What would you like to see in the community?



Most Desired Amenities (Ranked High to Low)



Community Hospital



Family-Friendly Brewery



Soccer Fields



Park with Wi-Fi



Farmhouse-Style Townhomes



Big & Small Lot Myths

The Smaller Lot Conundrum



Misconceptions

- Smaller, Cheaper Houses
- Cookie Cutter Design
- Less Yard and General Space

Opportunities

- Added Density=More Commercial Services
- Increase in Public Space
 - School/Parks Dedication
 - Pocket Parks
- Alley Load housing brings:
 - enhanced street scape
 - park facing units
 - removal of street facing garage
- That you can still build pretty big houses!!!



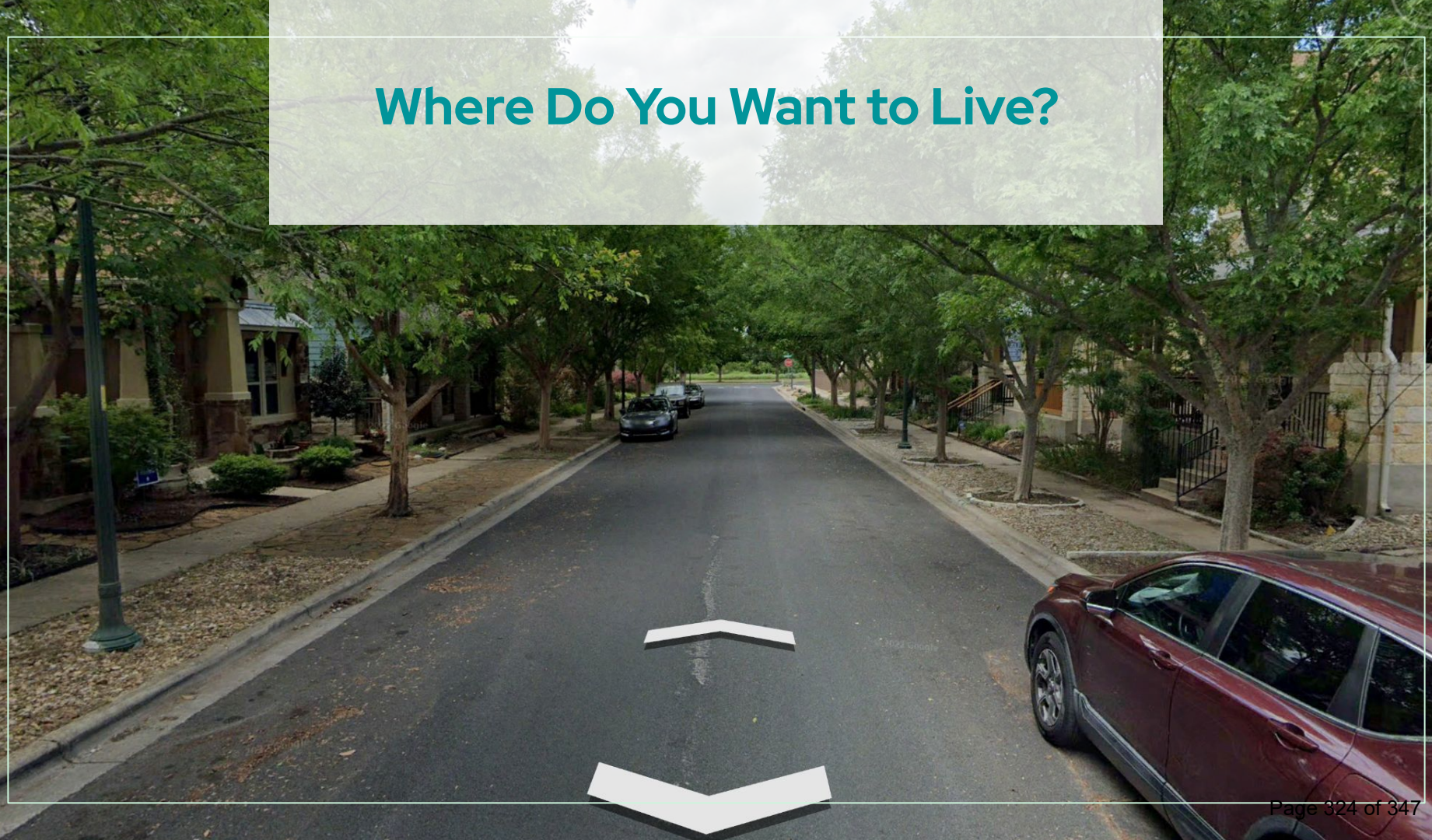
Alley Loaded Product



Where Do You Want to Live?



Where Do You Want to Live?



Community Design Principles through CCRs



Exterior designs must meet Red Oak brand guidelines



Detached homes must provide closed-in garage access on lot



Color scheme requirements/restrictions



Exterior building materials



Tree planting requirements



MUDs Facilitating Amenitized Communities

What is a MUD?

- A municipal utility district:
 - Function as a limited, independent government that provide an alternative method for developers to finance water, wastewater, roads, and parks improvements
 - Issues bonds to reimburse developers for infrastructure and than utilizes property tax revenue and utility fees to pay off those bonds
- How is a MUD established?
- Who runs MUDs?
- MUD Process



Why Does Red Oak want a MUD?

- Red Oak wants to build a top notch affordable community in the City of Lockhart
- This goal comes with a price tag:



High infrastructure cost for mitigating development



Dedicating public land at no cost



Affordable housing program for teachers



Enhanced park amenities



Street trees



Soccer fields

- MUDs allows Red Oak to enhance the community while keeping homeownership more affordable



An aerial photograph of a vast, green forested landscape. A winding river or stream flows through the center of the image. In the distance, there are patches of cleared land, some buildings, and a small town or village. The sky is a deep blue with scattered white clouds. The entire image is overlaid with a semi-transparent blue filter.

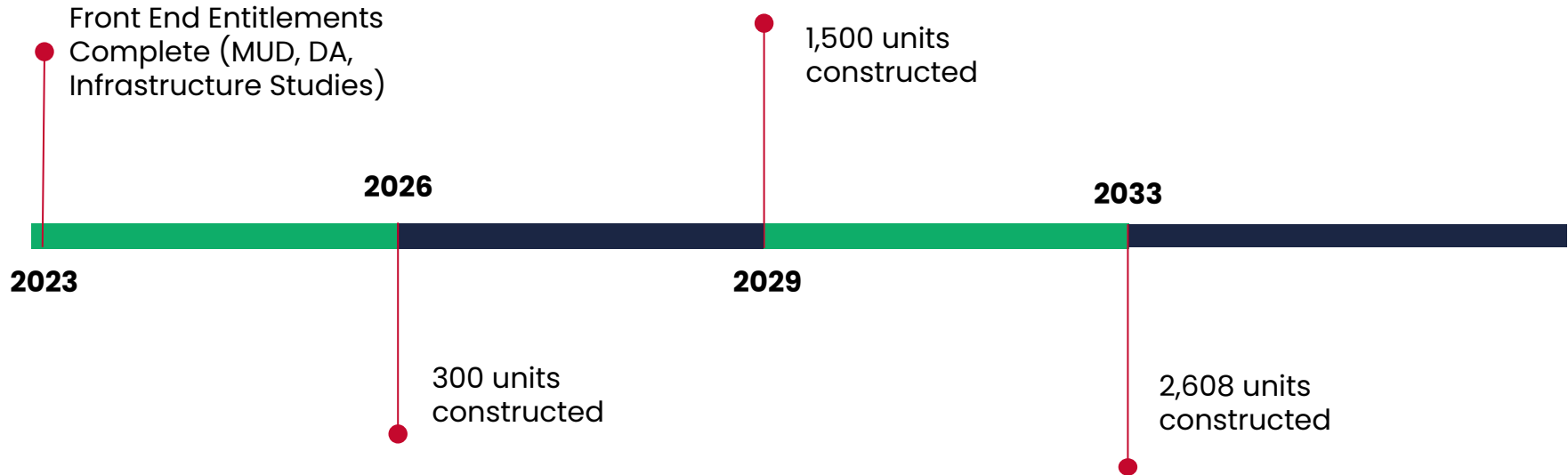
End Presentation

Community Farms



Development Schedule

Buckle Up for the Next 10-11 years.....



MUD Facts

- MUD tax rates, like all property tax rates, vary according to property values and debt requirements
- MUD assessments are tax deductible as a property tax
- MUD tax rates decline over time as the MUD is built out and operating and debt service costs are shared by more homeowners.
- A phase of development has to occur in a MUD prior to issuing bonds to established assessed value.
- Portions of MUD property can go through limited purpose annexation into City, allowing for City to benefit from sales tax.
- PIDs have a lower ceiling limiting reinvestment into community.
- The MUD has the ability to maintain all of its internal infrastructure. Taking maintenance burden from City.



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:

