

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL

May 16, 2023

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

6:30 P.M. WORK SESSION (No Action)

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

DISCUSSION ONLY

- A. Presentation and update by TRC Engineering and Rialto Studio regarding the Downtown Revitalization Project (90% Design Report) 4-18
- B. Discuss an agreement between the City of Lockhart and Techline regarding completing LK30 Conductor Upgrade (project #16) as part of the 2017-2022 Lower Colorado River Authority (LCRA) five year 19-30 system study.
- C. Discuss the appointment, composition, assignment of duties, and performance expectations of a steering committee for the development of a new Comprehensive Plan. 31-36
- D. Discuss the 2022-2023 Council Goals update. 37-42

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 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 June 20, 43-49 2023 at 7:30 PM.

5. **DISCUSSION/ACTION ITEMS**

- A. Discussion and/or action to consider approval of an agreement between the City of Lockhart and Techline regarding completing LK30 Conductor Upgrade (project #16) as part of the 2017-2022 Lower Colorado River Authority (LCRA) five year system study. 50-61
- B. Discussion and/or action regarding the appointment, composition, assignment of duties, and performance expectations of a steering committee for the development of a new Comprehensive Plan. 62-67
- C. Discussion and consideration regarding the 2022-2023 Council Goals update. 68-73

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

- Lockhart Municipal Airport Update.
- Maple Street Splash Pad Update.
- McCoy's Building Supply Groundbreaking.
- 2023 Police Week Event at the Caldwell County Justice Center.

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

8. **EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.074, TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE.**

- A. Conduct City Manager's evaluation.

9. **OPEN SESSION**

- A. Discussion and/or action to consider Resolution 2023-06 authorizing a salary adjustment for City Manager Steven Lewis and addendum to the City Manager Agreement dated effective August 18, 2018 by and between the City of Lockhart and Steven Lewis. 74-76

10. 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 12th day of May, 2023 at 3:00 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 16, 2023

AGENDA ITEM CAPTION: Presentation and update by TRC Engineering and Rialto Studio regarding the Downtown Revitalization Project (90% Design Report)

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: TRC will be providing a project update regarding the 90% design milestone. The progress report will cover changes to the project since the last report and address the following:

- Completed tasks
- Parking space count update
- Discuss affected events
- Arborist report update
- Next steps and scheduling

In July of 2023, staff will receive the 100% plans for the Downtown Revitalization Project. An additional update by TRC will follow the release of the 100% plans to explain the next steps in the process.

PROJECT SCHEDULE (if applicable):

100% Plans from TRC - July 2023

Permitting - July to October 2023

Bidding - October to November 2023

Construction - January 2024 to December 2025

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

May 3, 2022 - Council approved Downtown Revitalization Plan Option 1B

June 21, 2022 - Entered into a Professional Service Agreement with TRC for the Downtown Revitalization Project

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Accept the report.

LIST OF SUPPORTING DOCUMENTS: 2023 05-11 90% City Council Presentation

DOWNTOWN REVITALIZATION PROJECT

PROJECT STATUS UPDATE

MAY 2023



RIALTO STUDIO
LANDSCAPE ARCHITECTURE



PROJECT STATUS UPDATE

TASKS COMPLETED SINCE 60%

- MET WITH CONTRACTOR ON APRIL 3RD
- UPDATED PROJECT COST ESTIMATE
- RECEIVED DRAFT ARBORIST REPORT
- PREPARED STATE ANTIQUITIES LANDMARK (SAL) PERMIT FOR TEXAS HISTORICAL COMMISSION
- REVIEWED UTILITY REQUESTS FROM AT&T TO PREVENT FUTURE UTILITY CONFLICTS
- REVISED SAN ANTONIO STREET LAYOUT BASED ON TXDOT DISCUSSION
- REVISED CURB BUMP-OUTS TO ACCOMMODATE DELIVERY TRUCK TURNING RADII
- TRUCK RE-ROUTE STATUS UPDATE

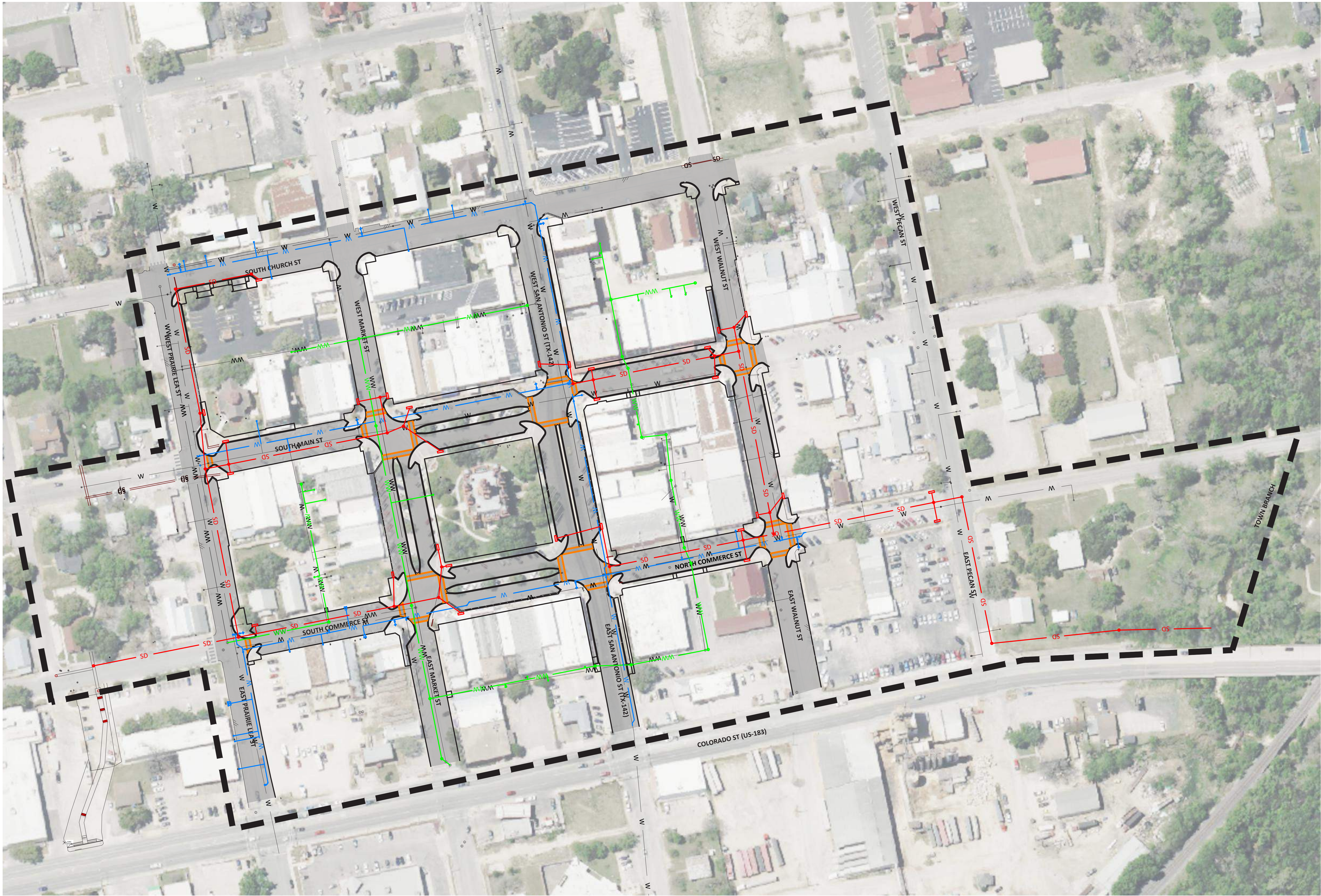
UPDATED PROJECT COST ESTIMATE

01/31/2023 = \$8,939,856

05/16/2023 = \$9,655,526

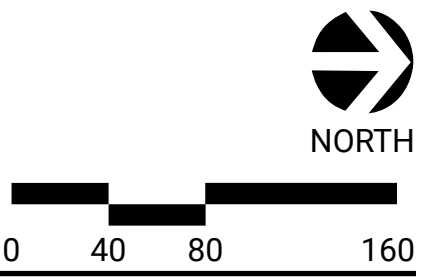
REFINED PROJECT COST ESTIMATE

- COST INCREASED APPROX. \$716,000
- ADDED SIDEWALK AND ROADWAY REPLACEMENT TO ADDRESS GRADING AND DRAINAGE CONCERNS
- ADDED SCOPE TO IMPROVE BROKEN SIDEWALKS AND REMOVE STEPS AROUND SQUARE
- ADDED REPLACEMENT STREET SIGNAGE (STREET NAMES)



DOWNTOWN REVITALIZATION PROJECT

PROPOSED PAVEMENT AND UTILITY IMPROVEMENTS



MAY 2023



CONTRACTOR MEETING RECAP

APRIL 3, 2023

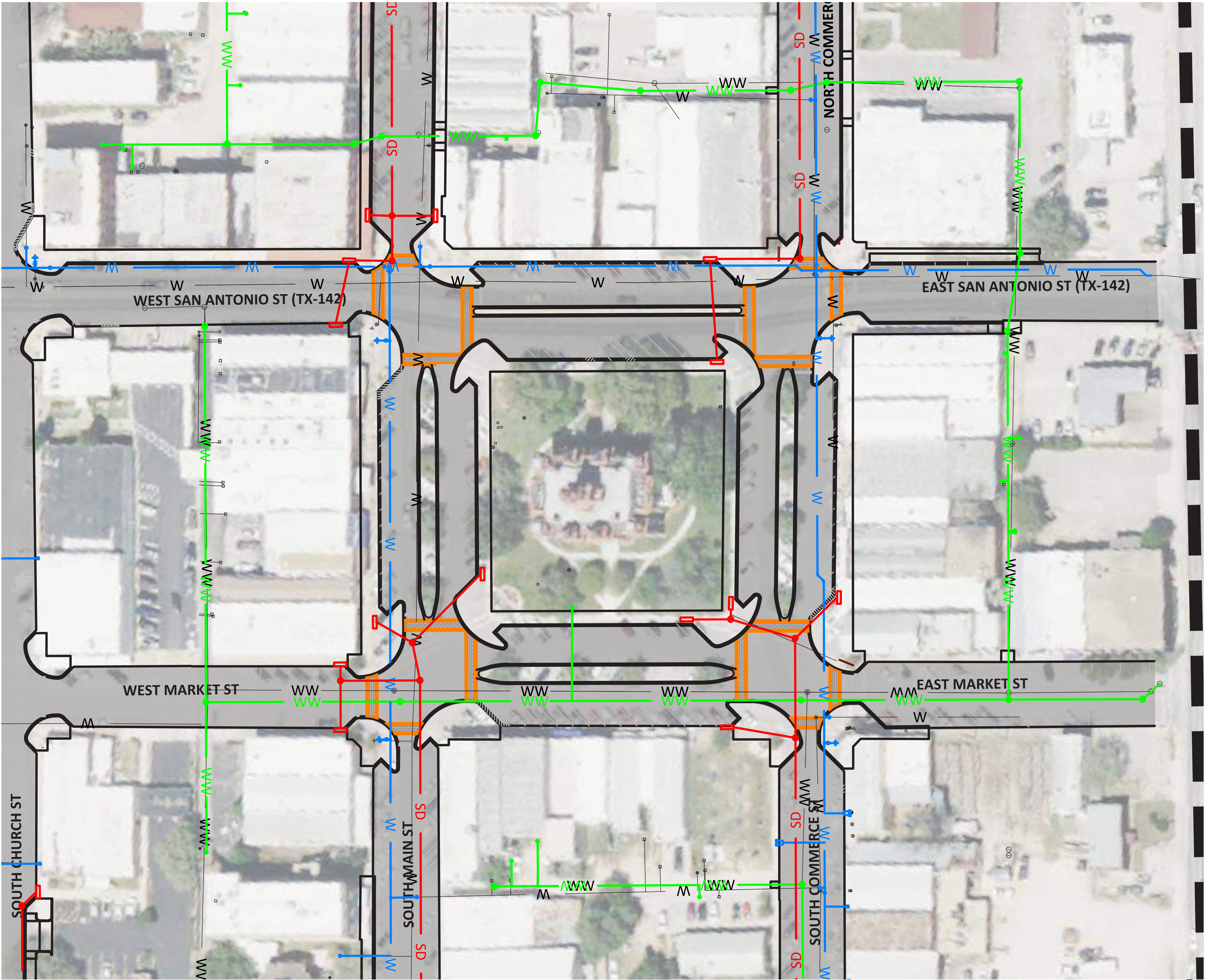
MET WITH CONTRACTOR

TAKEAWAYS

- SUGGESTION TO MODIFY CURB BUMP-OUT WIDTHS TO ACCOMMODATE VEHICULAR ACCESS THROUGHOUT CONSTRUCTION
- SUGGESTION TO MODIFY SANITARY SEWER DESIGN IN ALLEYWAYS
- PROVIDED INSIGHT ABOUT CONSTRUCTION SEQUENCING TO MINIMIZE IMPACT TO BUSINESSES AND EVENTS

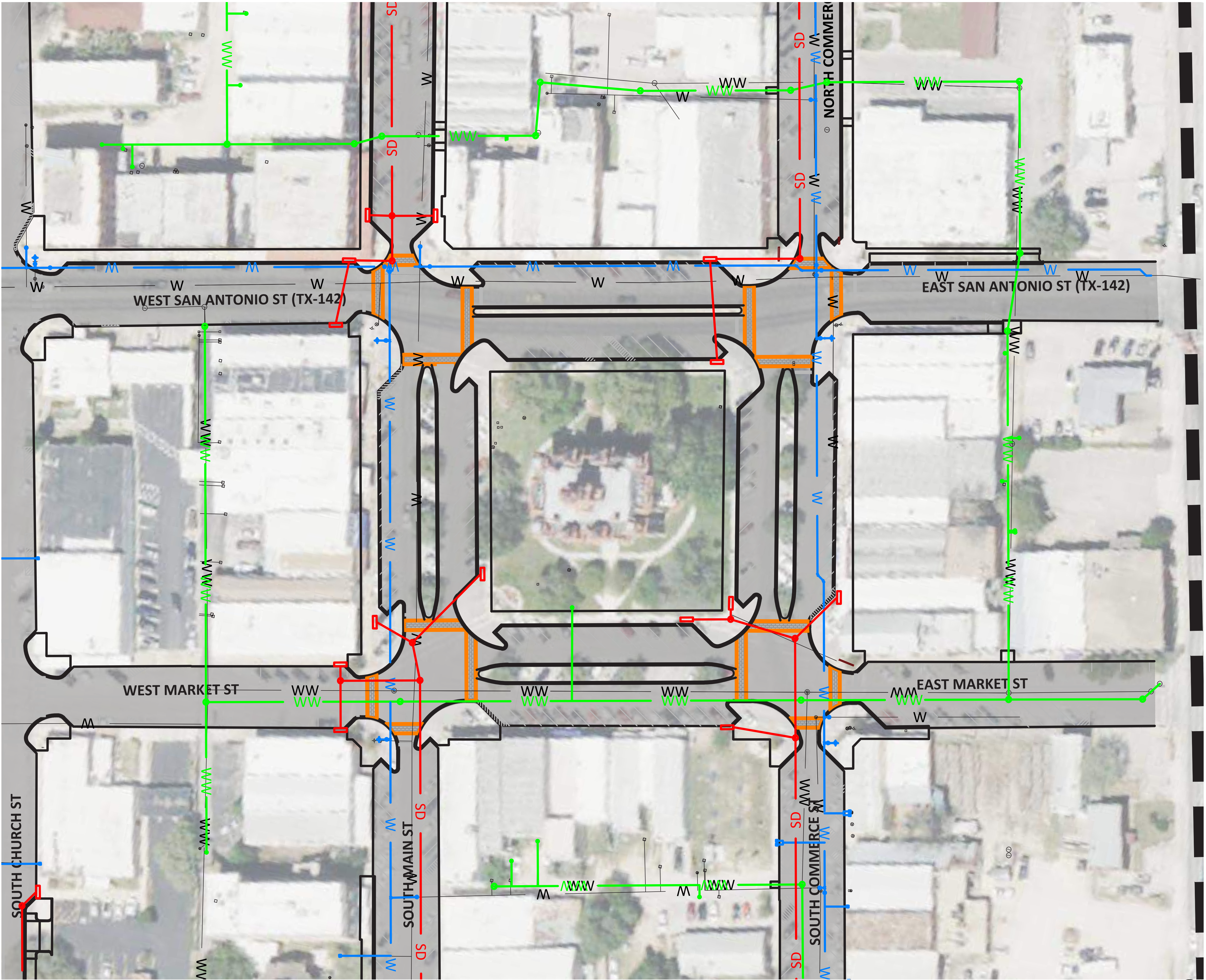
EVENTS WITH ROAD CLOSURES

- FARMERS AND ARTISANS MARKET OF LOCKHART
EVERY SATURDAY MORNING
- COURTHOUSE NIGHTS
THIRD FRIDAY, APRIL THROUGH JULY
- RUNNING OF THE BULLS
WEEKEND MID-APRIL
- CINCO DE MAYO
FIRST WEEKEND IN MAY
- CTR PARADE
SECOND SATURDAY IN JUNE
- DIEZ Y SEIS
WEEKEND MID-SEPTEMBER
- TRUNK OR TREAT
THIRD SATURDAY IN OCTOBER
- TEXAS MONTHLY BBQ WORLD'S FAIR
FIRST WEEKEND IN NOVEMBER
- A CHRISTMAS TO REMEMBER
FIRST WEEKEND IN DECEMBER



EVENTS WITHOUT ROAD CLOSURES

- FIRST FRIDAYS
EVERY FIRST FRIDAY
- SIP-N-STROLL
FIRST WEEKEND IN APRIL
- DIA DE LOS MUERTOS
FIRST FRIDAY IN NOVEMBER
- LIBRARY PROGRAMS
ONGOING





PAVING IMPROVEMENTS



DOWNTOWN REVITALIZATION PROJECT

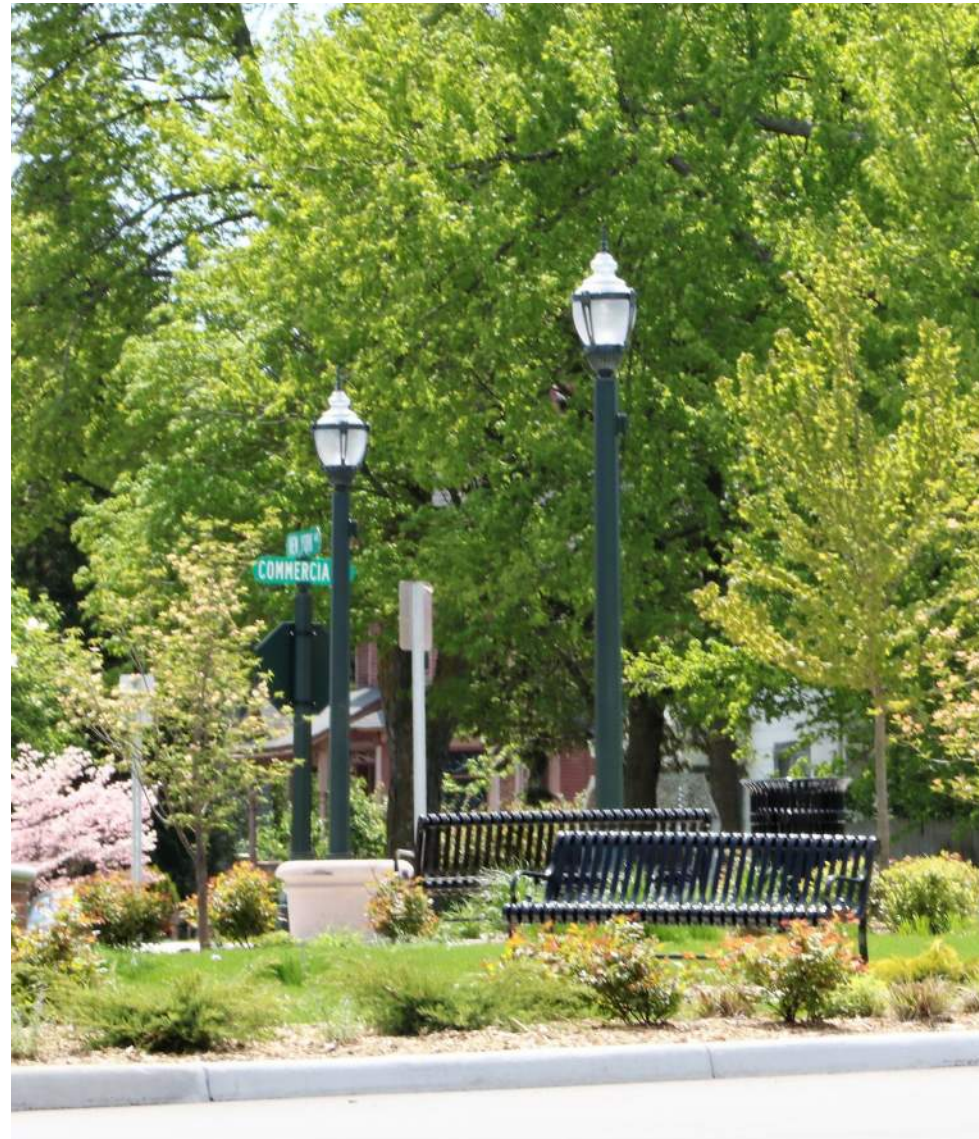
PROPOSED MASTER PLAN



MAY 2023



PEDESTRIAN AMENITIES



DOWNTOWN REVITALIZATION PROJECT

PROPOSED MASTER PLAN



MAY 2023

60% CURB LINEWORK

PARKING COUNT UPDATE

- EXISTING PARKING SPACES = 373
- CITY COUNCIL APPROVED PARKING SPACES = 376
- PROPOSED PARKING SPACES = 365 (NET LOSS 8)
 - WIDENING OF SAN ANTONIO STREET PER TXDOT COMMENTS
 - CURB BUMP-OUT ADJUSTMENTS TO ACCOMMODATE DELIVERY TRUCK (WB-40)

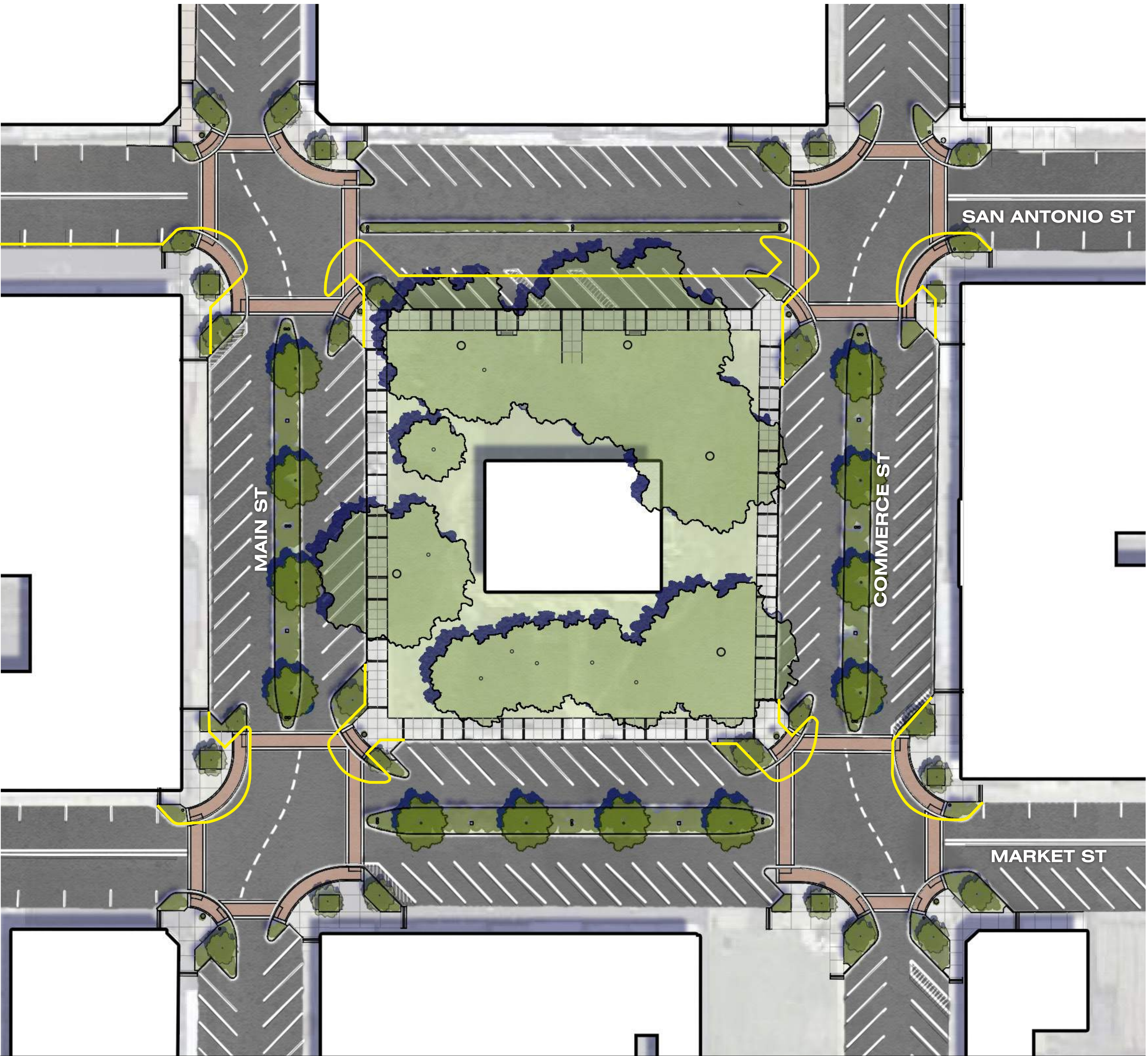


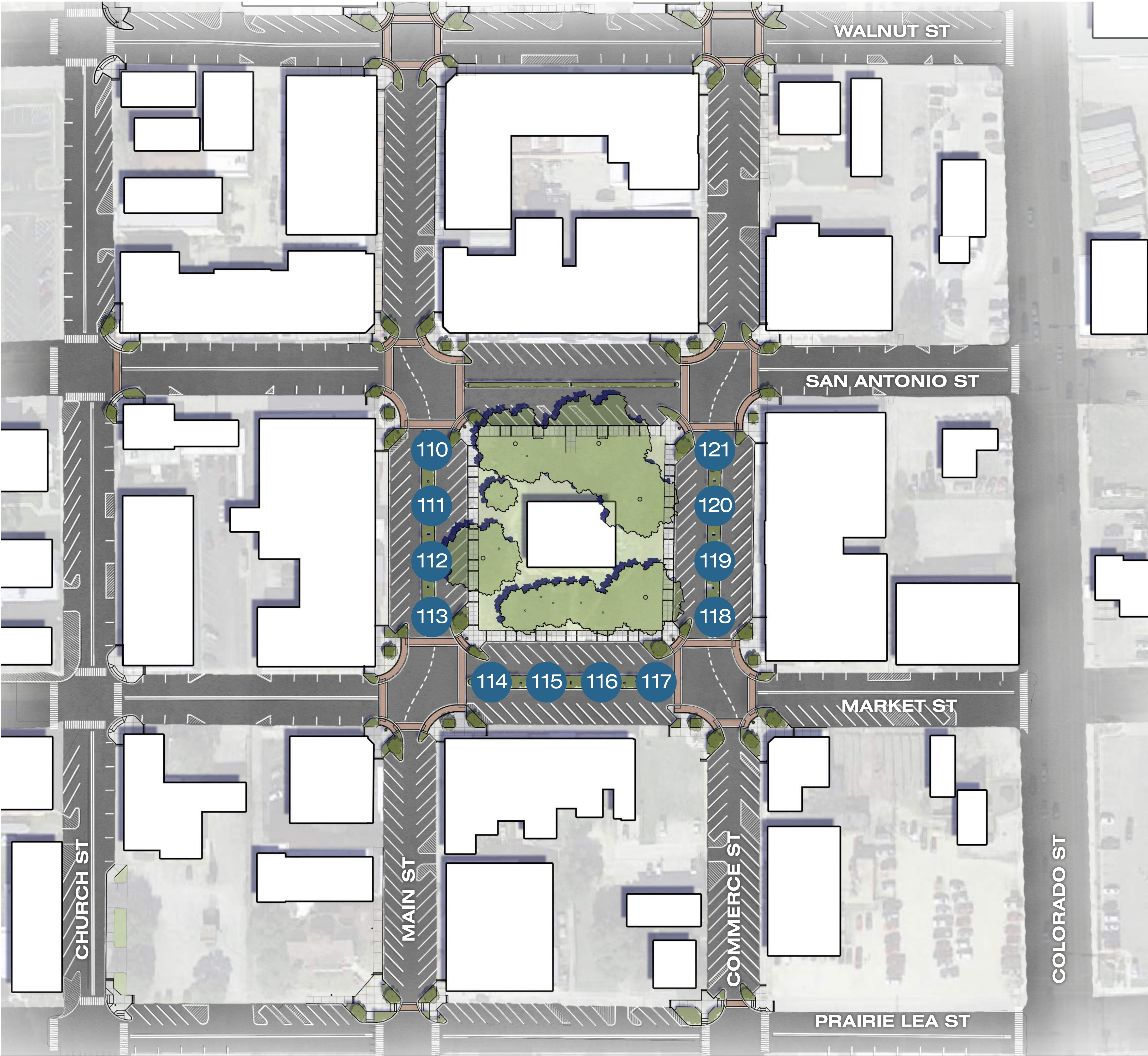
TABLE 1: VISUAL TREE EVALUATION FINDINGS

ID	Species	DBH (inches)	Health	Form	Structure	Suitability for Preservation	Maintenance
110	Live Oak	7	Fair	Good	Fair	Moderate	Root Collar Excavation
111	Live Oak	9	Fair	Good	Fair	Moderate	Root Collar Excavation
112	Live Oak	12	Fair	Good	Fair	Moderate	Root Collar Excavation
113	Live Oak	13	Fair	Good	Fair	Moderate	Root Collar Excavation, Prune dead branches <2"
114	Live Oak	10	Fair	Fair	Fair	Moderate	Root Collar Excavation, Prune dead branches <2"
115	Live Oak	10	Fair	Good	Fair	Moderate	Root Collar Excavation, Prune dead branches <2"
116	Live Oak	10	Fair	Good	Fair	Moderate	Root Collar Excavation, Prune dead branches <2"
117	Live Oak	10	Fair	Good	Fair	Moderate	Root Collar Excavation, Prune dead branches <2"
118	Live Oak	10	Good	Good	Fair	Moderate	Root Collar Excavation, Prune dead branches <2"
119	Live Oak	11	Fair	Good	Fair	Moderate	Root Collar Excavation, Prune dead branches <2"
120	Live Oak	11	Fair	Good	Fair	Moderate	Root Collar Excavation, Prune dead branches <2"
121	Live Oak	10	Fair	Good	Fair	Moderate	Root Collar Excavation, Prune dead branches <2"

TAKEAWAYS

- ALL OAKS SHOULD HAVE ROOT FLARES EXCAVATED
- SOIL TESTING AND PRESCRIPTIVE FERTILIZER RECOMMENDED
- ALL OAKS WOULD BENEFIT FROM ENLARGING ROOT ZONE AREA
 - + REMOVING BRICKS AND CONCRETE
 - + INSTALLING PERVIOUS GROUND COVER
- PRUNING OF DEAD BRANCHES RECOMMENDED
 - + IMPROVE AESTHETICS
 - + REDUCE RISK OF BRANCH FAILURE

*NOTE: TREE PROTECTION METHODS SHALL BE USED DURING CONSTRUCTION



SCHEDULE

DESIGN	JUNE 2022 TO JULY 2023
30% - COMPLETE	SEPTEMBER 2022
60% - COMPLETE	JANUARY 2023
100%	JULY 2023
PERMITTING	JULY TO OCTOBER 2023
BIDDING	OCTOBER TO NOVEMBER 2023
CONSTRUCTION	JANUARY 2024 TO JANUARY 2026

NEXT STEPS

SCHEDULE MEETINGS

- FOLLOW UP WITH CALDWELL COUNTY
- FOLLOW UP WITH TXDOT

ARBORIST TO ASSESS TREE CONDITION

SUBMIT SAL PERMIT

100% DESIGN - JULY 2023

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 16, 2023

AGENDA ITEM CAPTION: Discuss an agreement between the City of Lockhart and Techline regarding completing LK30 Conductor Upgrade (project #16) as part of the 2017-2022 Lower Colorado River Authority (LCRA) five year system study.

ORIGINATING DEPARTMENT AND CONTACT: Electric - Bobby Leos

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Techline Construction is LCRA's preferred contractor for projects because they are experienced with high voltage line repairs. Techline has conducted the majority of LCRA projects for the City of Lockhart since 1995.

Project #16 is part of the LCRA's five year system study that includes conductor upgrade of LK30 from 337-MCM ACSR to 477-MCM ACSR, which will upgrade approximately 600ft of overhead distribution line starting at the intersection of Brazos Street and East Live Oak Street, crossing over Colorado Street and San Antonio Street.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$352,000.00

Account Number: 500-5745-911

Funds Available: \$352,000.00

Account Name: Construction/Project Improvement

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Electric Superintendent recommends approval of the attached Electrical Distribution Construction Agreement between Techline and the City.

LIST OF SUPPORTING DOCUMENTS: Construction Agreement

EXHIBIT A

Construction Drawings for
Project 16, upsizing electrical wire

EXHIBIT B

Contract No. 5405 Distribution Construction

Services between Lower Colorado River

Authority and Techline Construction, LLC

Dated: May 4, 2023

Contractor has thoroughly examined the jobsite, the Construction drawings and other specifications applicable laws and regulations, and all other matters affecting the work to be performed, and has delivered its offer to the City of Lockhart in the form of the Proposal by Techline Construction, LLC to the City of Lockhart dated 05/04/2023 ("the Proposal"). The Proposal is attached to this Agreement as Exhibit C and incorporated into it for all purposes.

Contractor shall furnish all labor, construction equipment, transportation, subcontracting, and other required services to complete the work described in the Contract Documents, Specifications, and Construction Drawings and Contract Documents.

Contractor agrees to perform the work and Owner agrees to pay the Contractor in accordance with the prices listed in the Proposal and in any change orders executed by the parties.

EXHIBIT C

Proposal by Techline Construction, LLC to the

City of Lockhart

Dated: _____

05/04/2023

Techline Construction estimates the total cost of labor and equipment to complete the project or projects to be known as Project 16, upsizing electrical wire for the City of Lockhart. Will be \$330,586.00 not to exceed \$352,000.00. Any Added or unusual work will be done by Techline Construction for extra compensation.

SIGNATURE PAGE TO ELECTRICAL DISTRIBUTION
CONSTRUCTION AGREEMENT BETWEEN

AS OWNER, AND TECHLINE CONSTRUCTION, LLC AS
CONTRACTOR.

EXECUTED EFFECTIVE as of the date of the last to
sign below.

CONTRACTOR

Techline Construction LLC

By: Don Lawyer

Name: Don Lawyer

Title: President

Date: 05/04/2023

OWNER

City of _____

By: _____

Name: _____

Title: _____

Date: _____

ELECTRICAL DISTRIBUTION CONSTRUCTION AGREEMENT

This **ELECTRICAL DISTRIBUTION CONSTRUCTION AGREEMENT** (“**Agreement**”) is entered into by and between the City of Lockhart, Texas (“**Owner**”) and Techline Construction, LLC (“**Contractor**”) and is effective as of the date of the signature of the last party to sign below (the “**Effective Date**”).

1. Contract Documents. This Agreement includes the following Contract Documents which shall be construed in the order of precedence in which they are listed:

1. This Agreement;
2. Exhibit A – LCRA Construction Drawings for Project 16, upsizing electrical wire;
3. Exhibit B – Contract No. 5405 Distribution Construction Services between the Lower Colorado River Authority and Techline Construction, LLC, dated October 1, 2018; and
4. Exhibit C – Proposal by Techline Construction, LLC to the City of Lockhart dated May 4th, 2023, containing the estimate for the total cost of labor and equipment to complete Project 16, upsizing electrical wire.

Exhibits A, B, and C which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Contractor agrees to provide Owner with the services included in Exhibits pursuant to the terms and conditions of this Agreement, including all exhibits thereto.

2. Scope. Contractor shall furnish all labor, construction equipment, transportation, subcontracting, and other required services, other than engineering services, to complete the work described in the Contract Documents, specifications, and Construction Drawings (the “**Work**”). Contractor agrees to perform the Work under the same terms and conditions and pricing contained in the Contract Documents. All orders and payments for the Work will be issued directly from Owner to Contractor, and Contractor will provide the services and associated invoices directly to Owner. Contractor shall not provide any additional items or services or bill for expenses incurred for Owner not specified by this Agreement unless Owner requests and approves in writing the additional costs for such services. Owner shall not be liable for any additional expenses of Contractor not specified by this Agreement unless Owner first approves such expenses in writing.

3. Compensation. Owner agrees to pay the Contractor in accordance with the prices listed in the proposal attached to the Contract Documents, estimated to be \$330,586.00 and not to exceed \$352,000.00, and in any change orders executed by the parties.

4. Term. The term of this Agreement shall be for one year beginning on the Effective Date and ending one calendar year thereafter. Owner shall be able to renew this agreement for two one-year renewal options by written agreement of the parties.

5. Independent Contractor. This Agreement shall not be construed to create a partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. The relationship of the Contractor to Owner is and shall continue to be that of an

independent contractor, and no liability or benefits such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, arising out of or related to an employer/employee relationship, shall arise, or accrue to either party or either party's agent, subcontractor or employee, as a result of this Agreement or its performance. No relationship, other than that of independent contractor, shall be implied between the parties or between either party and the other party's agent, employee, or subcontractor, and the Contractor hereby agrees to hold Owner harmless from any such claims by it or its associates, and any cost or expense related thereto.

6. LCRA. LCRA is not a party to, and will in no way be responsible to either Owner or Contractor for, such orders, including without limitation any payments, performance, costs, expenses, losses or damages arising from such transactions between Contractor and Owner. Owner and Contractor releases LCRA from any liability associated with Owner's transactions under the Agreement.

7. Notices. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

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

Techline
Attn: President
9609 Beck Circle
Austin, TX 78758

8. Default. In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Agreement, Owner may terminate the Agreement on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by Owner related to this default.

9. Alternative Dispute Resolution. The dispute resolution process provided for in Chapter 154 of the Texas Civil Practice and Remedies Code may be used, by Owner and Contractor to attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Agreement and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by Owner of the right to seek redress in a court of law.

10. Assignment. The parties recognize that this contract is based upon the skill and expertise of the parties and therefore agree that the contract and the obligations thereunder may not be assigned

or delegated without the written consent of the other party, except as expressly allowed by this contract.

11. Compliance with Law. Contractor shall certify that he/she or it is in compliance with all applicable state and federal laws, including non-discrimination laws as it relates to the terms and conditions of the agreement.

12. Non-Appropriations. To the extent this contract constitutes public debt in connection with Article 11, Sec. 5 of the Texas Constitution, Contractor understands that Owner is a governmental entity, and should the Owner fail to provide funding for any period during the term of this contract, Owner shall be excused for all liability for payment. Owner is required to give Contractor written notice within thirty (30) days after learning that the funds will not be available. Upon receiving written notice from Owner, this contract will automatically terminate.

13. Governing Law/Venue/Statute of Limitations. The validity of this Agreement and the interpretation of its terms and the applicable statute of limitations for any cause of action brought by or against Owner pursuant to the Agreement shall be governed by the laws of the State of Texas. Jurisdiction for any legal proceedings incident to this agreement shall lie in Caldwell County, Texas or a United States District Court within the county.

14. Force Majeure. In the event of Force Majeure, Owner may terminate this agreement by written notice following such casualty and Owner shall not be responsible for any damages sustained by Contractor. Force Majeure shall mean fire, earthquake, flood, tornado, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of Owner.

15. Confidentiality. Subject to the Texas Public Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval.

16. INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE OWNER, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, DEMANDS, PROCEEDINGS, COSTS, AND LIABILITIES OF EVERY KIND, INCLUDING WITHOUT LIMITATION ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE OWNER, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

17. Insurance. For the entire term of the Agreement (“Term”), Contractor shall maintain at his/her sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate of insurance evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner prior to the start of work.

- (1) Worker’s Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (2) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- (3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
- (4) Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$2,000,000.00 excess of specified limits;

All policies must contain a waiver of subrogation against Owner. Comprehensive General Liability and Commercial Automobile Liability policies must name Owner as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by Owner. Contractor shall provide Owner Certificates of Insurance evidencing these insurance requirements prior to the start of work.

18. Audit; Independent Audits; Right to Audit; Retention; Supporting Documents. The Contractor agrees and authorizes Owner and/or the Owner’s Auditor (collectively, “Auditor”) to conduct audits or investigations in connection with this Agreement. Contractor agrees to cooperate with Auditors conducting such audits or Investigations and to provide all information and documents reasonably requested.

19. Limitations. The Parties are aware that there are constitutional and statutory limitations on the authority of Owner to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on Owner’s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”), and terms and conditions related to the Limitations will not be binding on Owner except to the extent authorized by the laws and Constitution of the State of Texas.

20. Sovereign Immunity. Except as otherwise provided by Texas law, neither the execution of the Agreement by Owner nor any other conduct, action or inaction of any Owner representative relating to the Agreement is a waiver of sovereign immunity by Owner.

21. Representations by Contractor. Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement other than approval to cross state or interstate highways and railroads, which shall be the responsibility of Owner. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.

22. Eligibility to Receive Payment. Contractor certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.

23. Risk of Loss. All work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by Owner. In the case of any loss or damage to the work prior to Owner's acceptance, such loss or damage will be Contractor's responsibility.

24. Legal Construction/Severability. In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

25. Non-Waiver. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

26. Entire Agreement. The Contract Documents constitutes the entire agreement and supersedes all prior or contemporaneous agreements, whether written or oral, between the parties. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing.

27. Authority. The person signing below on behalf of Owner and Contractor warrants that he/she has the authority to execute this contract according to its terms.

28. Amendment. This Agreement may be changed, amended, modified, extended or assigned only by mutual consent of the parties provided that consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.

29. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, City and Contractor, by and through their duly authorized officers and Representatives, have executed this Agreement as of the date first above written.

CITY OF LOCKHART

By: _____
Lew White, Mayor

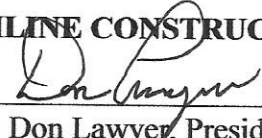
Date: _____

Attest:

By: _____
Steve Lewis, City Manager

Date: _____

TECHLINE CONSTRUCTION, LLC

By:  _____
Don Lawyer, President

Date: 5-4-2023

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 16, 2023

AGENDA ITEM CAPTION: Discuss the appointment, composition, assignment of duties, and performance expectations of a steering committee for the development of a new Comprehensive Plan.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: This item is a continuation of the discussion regarding the formation of a steering committee for the comprehensive planning process. The planning process is expected to last for 18 months. Freese and Nichols anticipates holding 5 public meetings to initiate the project, discuss key topics, explore possible scenarios, review draft work products, and craft the final comprehensive plan document. It is the city's responsibility to appoint a steering committee for the planning process that the city feels provides proper representation of key city issues and constituencies. The purpose of this discussion is to refine the composition of the committee, create a process for the appointment of members and establish the expectations for appointed committee members. The next step would be council appointment of members based upon this discussion at a future meeting.

PROJECT SCHEDULE (if applicable): There will be an action item at a future meeting to nominate and appoint members of the steering committee.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): none.

PREVIOUS COUNCIL ACTION: The contract with Freeses and Nichols for Comprehensive Planning Services was approved at the April 18th City Council meeting. The concept of the composition of the Steering Committee was discussed at the May 2, 2023 meeting.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Adopt possible membership composition, expectations, and requirements for a Comprehensive Plan Steering Committee, possibly appointing members at the June 6, 2023 meeting.

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Comp Plan Steering Committee requirements, Board and Commission Member List 5.9.23

Comprehensive Plan Steering Committee

Potential Membership areas per Freese and Nichols

- 2 persons from City Council;
- 2 persons from the Planning & Zoning Commission;
- 1 person from the ISD;
- 1 person from the Chamber of Commerce or similar group;
- 1 local economic development professional;
- 1 representative from the developer community;
- 1 nonprofit representative;
- 2 HOA representatives; and
- 3 community leaders from various parts of the City.

Other Membership Areas to Consider

1. Both Chambers of Commerce
2. Downtown Business Association
3. Historic Preservation
4. Parks Board
5. Keep Lockhart Beautiful
6. Caldwell County
6. Ministerial Alliance
8. Builder / Developer
9. Seniors
10. Former elected official who participated in current comp plan (advocate for planning process /speaks benefits of the process)

Membership Requirements

1. Residents only?
2. Residents plus individuals with significant ties to Lockhart, such as business ownership or key local employment.
3. Current or prior service on City boards and commissions or other or nonprofit boards.

The commitment of the Comp Plan Steering Committee would be as follows:

- 5 committee meetings, presumably taking place in the early evening, spread out over a 16-18 month period.
- 3 public engagement meetings, at which as many members possible should be in attendance but would not require a quorum.
- Two City Council briefings (chair present, others optional)
- Adoption meetings with City Council and P&Z (Chair present, others encouraged)
- Additionally, the chair and any additional members could possibly attend the stakeholder meetings, depending upon the topics covered.

Options for how to select the committee:

- 1) Direct appointments by Mayor;
- 2) Council appointments;
- 3) Formation of subcommittee to make appointments;
- 4) Others?

Steering Committee's charge:

1. To develop the goals and objectives for the next 20 years for the City of Lockhart, the Steering Committee will serve as the primary organization for the plan's development and will be empowered to make recommendations to the City Council regarding the adoption of the Comprehensive Plan.
2. The Steering Committee will work directly with the consultant team and city staff to provide guidance and confirm that the process and recommendations are in line with the city's needs and vision.
3. The Steering Committee will generate the overall vision for the plan and provide feedback on the best ways to engage the community.
4. The Steering Committee will contribute to both the development of the process and the creation of proposed recommendations for the Comprehensive Plan.
5. Committee Members shall utilize their own experiences as well as consider the public's input to assist in the creation of the plan. Other than the consultants and city staff that make up the "core" project team, Steering Committee members are the people closest to the process.
6. Committee Members shall prepare for meetings, including reviewing meeting materials, and responding to requests for input in the planning process.
7. Committee members shall have access to e-mail and phone service to receive and respond to draft work products, meeting notifications, and other occasions for which timely response to communication is required.
8. The Steering Committee shall not have the power to approve the expenditure of any city funds, or perform any functions not approved by the Lockhart City Council.
9. Meetings will be conducted in accordance with the Texas Open Meetings Act and shall include a "public comments" agenda item.

Current Board / Commission Members

Airport Advisory

Jayson "Tex" Cordova
Benny Hilburn
Thomas Hughes
Daniel Koehler
Jake McCullough
Andrew Reyes
Vacancy (District 1)

Historical Preservation Commission

Ron Faulstich
John Lairsen, Vice-Chair
Christine Ohlendorf
Ray Ramsey
Ronda Reagan, Chair
Michel Royal
Kevin Thuerwaechter

Lockhart Economic Development Corporation

Juan Alvarez, Jr.
Sally Daniel
Frank Estrada
Alan Fielder, Chair
Doug Foster
Alfredo Munoz
Yolanda Strey

Civil Service Commission

Worlanda Neal
Ray Sanders
One Vacancy

Board of Adjustment

Mike Annas , Vice-Chair
Laura Cline, Chair
Lucy Knight
Shawn Martinez
Marcia Proctor
Lori Rangel
Wayne Reeder
Vacancy-At-Large
Vacancy-Alternate position

Library Board

Donaly Brice
Jean Clark-Fox, Chair
Quartermetra Hughes
Jody King
Rebecca Lockhart
Stephanie Riffin
Shirley Williams

Electric Board of Review

James Briceno
Joe Colley, Chair
Frank Gomillion
John Voigt
Vacancy - District 4

Construction Board of Adjustments & Appeals

Raymond DeLeon
Gary Shafer
Ian Stowe
Michael Voetee
Jerry West, Vice-Chair
Vacancy - District 2
Vacancy – At-Large

Parks and Recreation Board

Warren Burnett

Lonnie Jones

Rob Ortiz, Alternate

Lee Parra

Dennis Placke

Karla Tate

Linda Thompson-Bennett

Russell Wheeler

Hotel Occupancy Tax (HOT) Advisory Board

Ray Sanders

Alfredo Munoz

Archana Gandhi

Janet Grigar

Steve Lewis

Sally Daniel

Planning & Zoning Commission

Rick Arnic

Bradley Lingvai

Philip McBride

Manuel Oliva, Vice-Chair

Dr. Ronald Peterson

Philip Ruiz, Chair

Julia Haug

Larry Metzler - Impact Fee Advisory Committee

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 16, 2023

AGENDA ITEM CAPTION: Discuss the 2022-2023 Council Goals update.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: In April 2022, the City Council, City Manager, and City Management Team met and worked to establish strategic planning goals for 2022 - 2023. Six major areas were identified: City facilities, human resources/staffing, parks and recreation, infrastructure, modernization and communications, development and quality of life, and revenue sustainability. This agenda item provides an opportunity to discuss the goals and other emerging priorities.

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: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: N/A

LIST OF SUPPORTING DOCUMENTS: Strategic Goals 2022-2023

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, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 16, 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 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 June 20, 2023 at 7:30 PM.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED:

BACKGROUND/SUMMARY/DISCUSSION:

PROJECT SCHEDULE (if applicable): None.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

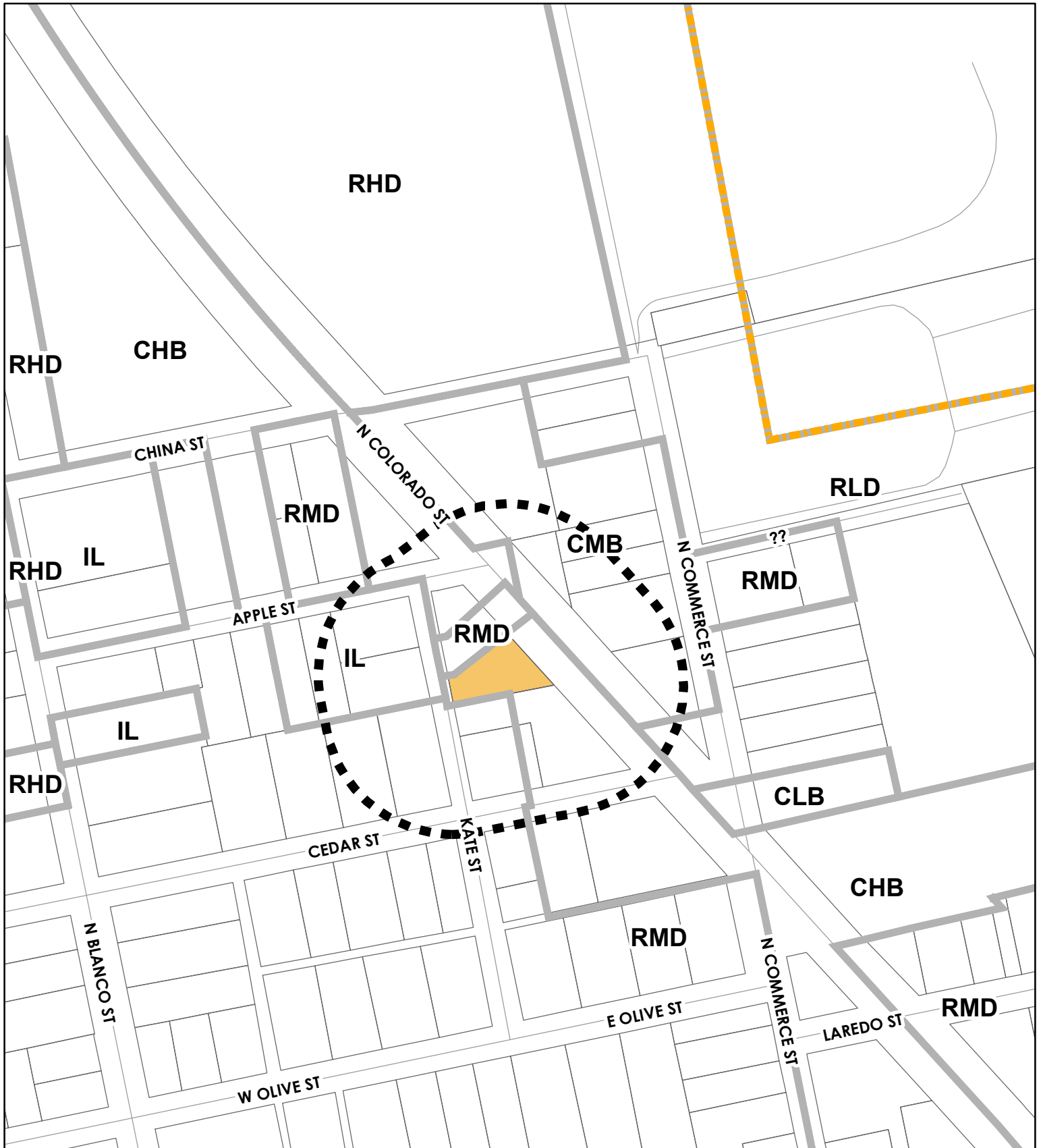
FISCAL NOTE (if applicable): N/A

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. The applicant has not yet produced a current survey of the property, which was a condition for the zoning change to be rescheduled for a future Planning and Zoning Commission meeting. Based on this timeline, we are recommending a postponement until the June 20, 2023 City Council Meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: POSTPONE the public hearing regarding application ZC-23-03 until the June 20, 2023 City Council meeting at 7:30 PM.

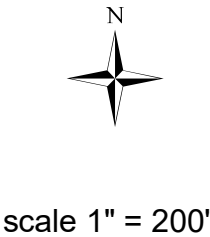
LIST OF SUPPORTING DOCUMENTS: ZC2303 case map, ZC2303 aerial, ZC2303 zoning, ZC2303 future landuse, zc-23-03 staff report



ZC-23-03

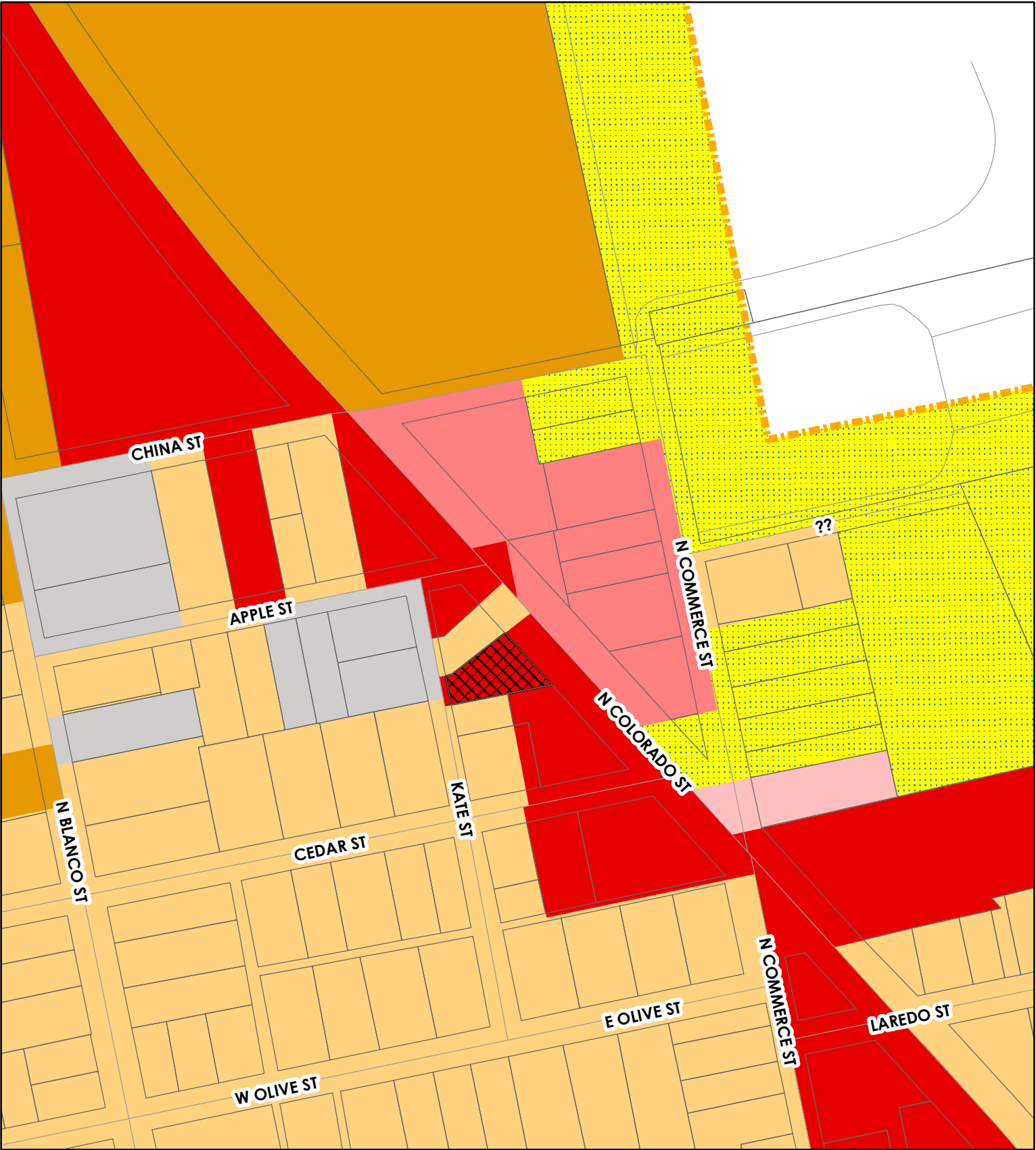
CHB TO RMD

1013 N COLORADO ST



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

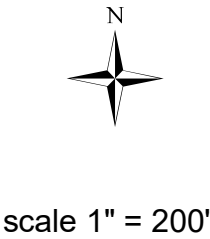




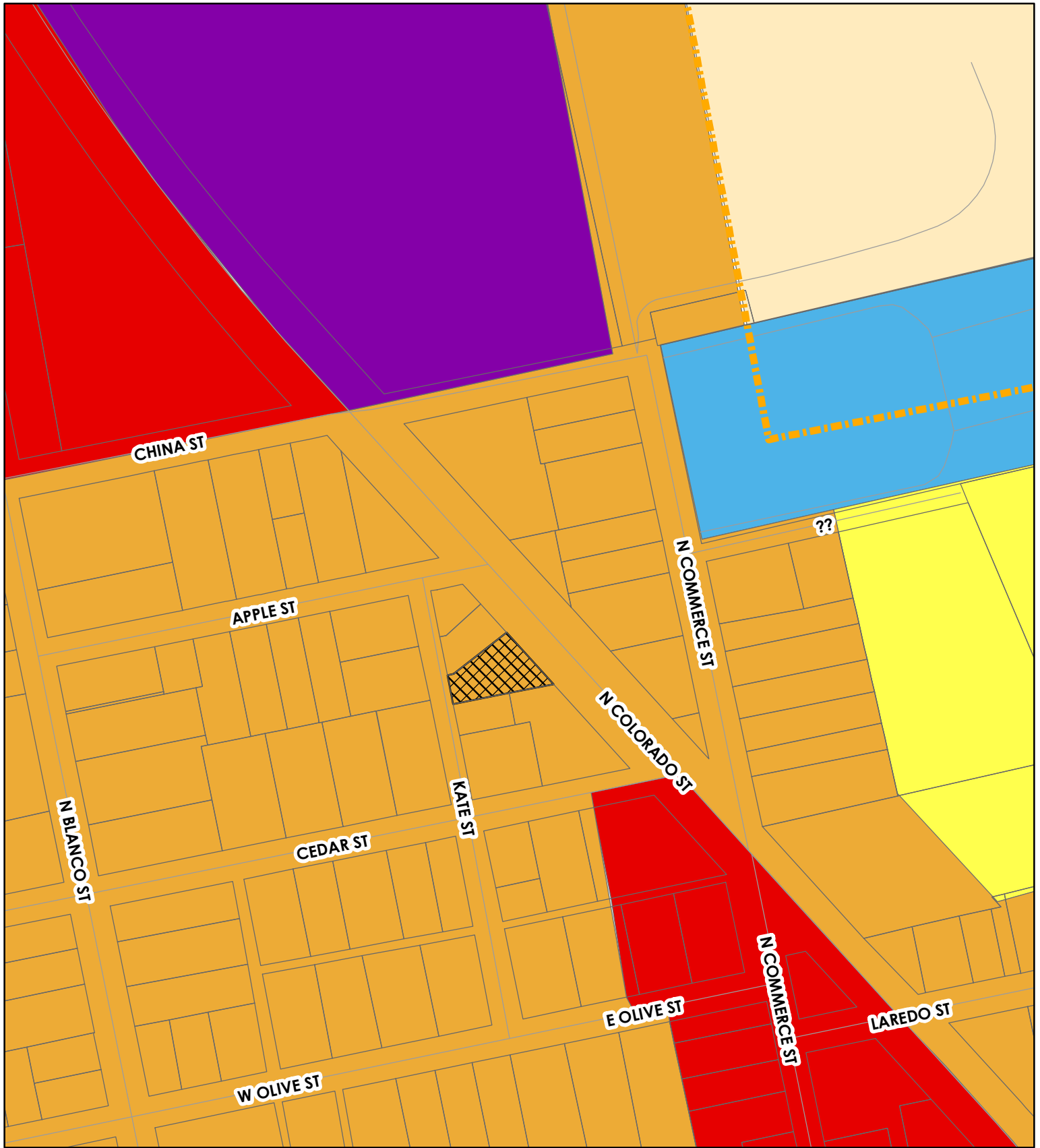
ZC-23-03

CHB TO RMD

1013 N COLORADO ST



- 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: May 16, 2023

AGENDA ITEM CAPTION: Discussion and/or action to consider approval of an agreement between the City of Lockhart and Techline regarding completing LK30 Conductor Upgrade (project #16) as part of the 2017-2022 Lower Colorado River Authority (LCRA) five year system study.

ORIGINATING DEPARTMENT AND CONTACT: Electric - Bobby Leos

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Techline Construction is LCRA's preferred contractor for projects because they are experienced with high voltage line repairs. Techline has conducted the majority of LCRA projects for the City of Lockhart since 1995.

Project #16 is part of the LCRA's five year system study that includes conductor upgrade of LK30 from 337-MCM ACSR to 477-MCM ACSR, which will upgrade approximately 600ft of overhead distribution line starting at the intersection of Brazos Street and East Live Oak Street, crossing over Colorado Street and San Antonio Street.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$352,000.00

Account Number: 500-5745-911

Funds Available: \$352,000.00

Account Name: Construction/Project Improvement

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Electric Superintendent recommends approval of the attached Electrical Distribution Construction Agreement between Techline and the City.

LIST OF SUPPORTING DOCUMENTS: Construction Agreement

EXHIBIT A

Construction Drawings for
Project 16, upsizing electrical wire

EXHIBIT B

Contract No. 5405 Distribution Construction

Services between Lower Colorado River

Authority and Techline Construction, LLC

Dated: May 4, 2023

Contractor has thoroughly examined the jobsite, the Construction drawings and other specifications applicable laws and regulations, and all other matters affecting the work to be performed, and has delivered its offer to the City of Lockhart in the form of the Proposal by Techline Construction, LLC to the City of Lockhart dated 05/04/2023 ("the Proposal"). The Proposal is attached to this Agreement as Exhibit C and incorporated into it for all purposes.

Contractor shall furnish all labor, construction equipment, transportation, subcontracting, and other required services to complete the work described in the Contract Documents, Specifications, and Construction Drawings and Contract Documents.

Contractor agrees to perform the work and Owner agrees to pay the Contractor in accordance with the prices listed in the Proposal and in any change orders executed by the parties.

EXHIBIT C

Proposal by Techline Construction, LLC to the

City of Lockhart

Dated: _____

05/04/2023

Techline Construction estimates the total cost of labor and equipment to complete the project or projects to be known as Project 16, upsizing electrical wire for the City of Lockhart. Will be \$330,586.00 not to exceed \$352,000.00. Any Added or unusual work will be done by Techline Construction for extra compensation.

SIGNATURE PAGE TO ELECTRICAL DISTRIBUTION
CONSTRUCTION AGREEMENT BETWEEN

AS OWNER, AND TECHLINE CONSTRUCTION, LLC AS
CONTRACTOR.

EXECUTED EFFECTIVE as of the date of the last to
sign below.

CONTRACTOR

Techline Construction LLC

By: Don Lawyer

Name: Don Lawyer

Title: President

Date: 05/04/2023

OWNER

City of _____

By: _____

Name: _____

Title: _____

Date: _____

ELECTRICAL DISTRIBUTION CONSTRUCTION AGREEMENT

This **ELECTRICAL DISTRIBUTION CONSTRUCTION AGREEMENT** (“**Agreement**”) is entered into by and between the City of Lockhart, Texas (“**Owner**”) and Techline Construction, LLC (“**Contractor**”) and is effective as of the date of the signature of the last party to sign below (the “**Effective Date**”).

1. Contract Documents. This Agreement includes the following Contract Documents which shall be construed in the order of precedence in which they are listed:

1. This Agreement;
2. Exhibit A – LCRA Construction Drawings for Project 16, upsizing electrical wire;
3. Exhibit B – Contract No. 5405 Distribution Construction Services between the Lower Colorado River Authority and Techline Construction, LLC, dated October 1, 2018; and
4. Exhibit C – Proposal by Techline Construction, LLC to the City of Lockhart dated May 4th, 2023, containing the estimate for the total cost of labor and equipment to complete Project 16, upsizing electrical wire.

Exhibits A, B, and C which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Contractor agrees to provide Owner with the services included in Exhibits pursuant to the terms and conditions of this Agreement, including all exhibits thereto.

2. Scope. Contractor shall furnish all labor, construction equipment, transportation, subcontracting, and other required services, other than engineering services, to complete the work described in the Contract Documents, specifications, and Construction Drawings (the “**Work**”). Contractor agrees to perform the Work under the same terms and conditions and pricing contained in the Contract Documents. All orders and payments for the Work will be issued directly from Owner to Contractor, and Contractor will provide the services and associated invoices directly to Owner. Contractor shall not provide any additional items or services or bill for expenses incurred for Owner not specified by this Agreement unless Owner requests and approves in writing the additional costs for such services. Owner shall not be liable for any additional expenses of Contractor not specified by this Agreement unless Owner first approves such expenses in writing.

3. Compensation. Owner agrees to pay the Contractor in accordance with the prices listed in the proposal attached to the Contract Documents, estimated to be \$330,586.00 and not to exceed \$352,000.00, and in any change orders executed by the parties.

4. Term. The term of this Agreement shall be for one year beginning on the Effective Date and ending one calendar year thereafter. Owner shall be able to renew this agreement for two one-year renewal options by written agreement of the parties.

5. Independent Contractor. This Agreement shall not be construed to create a partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. The relationship of the Contractor to Owner is and shall continue to be that of an

independent contractor, and no liability or benefits such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, arising out of or related to an employer/employee relationship, shall arise, or accrue to either party or either party's agent, subcontractor or employee, as a result of this Agreement or its performance. No relationship, other than that of independent contractor, shall be implied between the parties or between either party and the other party's agent, employee, or subcontractor, and the Contractor hereby agrees to hold Owner harmless from any such claims by it or its associates, and any cost or expense related thereto.

6. LCRA. LCRA is not a party to, and will in no way be responsible to either Owner or Contractor for, such orders, including without limitation any payments, performance, costs, expenses, losses or damages arising from such transactions between Contractor and Owner. Owner and Contractor releases LCRA from any liability associated with Owner's transactions under the Agreement.

7. Notices. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

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

Techline
Attn: President
9609 Beck Circle
Austin, TX 78758

8. Default. In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Agreement, Owner may terminate the Agreement on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by Owner related to this default.

9. Alternative Dispute Resolution. The dispute resolution process provided for in Chapter 154 of the Texas Civil Practice and Remedies Code may be used, by Owner and Contractor to attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Agreement and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by Owner of the right to seek redress in a court of law.

10. Assignment. The parties recognize that this contract is based upon the skill and expertise of the parties and therefore agree that the contract and the obligations thereunder may not be assigned

or delegated without the written consent of the other party, except as expressly allowed by this contract.

11. Compliance with Law. Contractor shall certify that he/she or it is in compliance with all applicable state and federal laws, including non-discrimination laws as it relates to the terms and conditions of the agreement.

12. Non-Appropriations. To the extent this contract constitutes public debt in connection with Article 11, Sec. 5 of the Texas Constitution, Contractor understands that Owner is a governmental entity, and should the Owner fail to provide funding for any period during the term of this contract, Owner shall be excused for all liability for payment. Owner is required to give Contractor written notice within thirty (30) days after learning that the funds will not be available. Upon receiving written notice from Owner, this contract will automatically terminate.

13. Governing Law/Venue/Statute of Limitations. The validity of this Agreement and the interpretation of its terms and the applicable statute of limitations for any cause of action brought by or against Owner pursuant to the Agreement shall be governed by the laws of the State of Texas. Jurisdiction for any legal proceedings incident to this agreement shall lie in Caldwell County, Texas or a United States District Court within the county.

14. Force Majeure. In the event of Force Majeure, Owner may terminate this agreement by written notice following such casualty and Owner shall not be responsible for any damages sustained by Contractor. Force Majeure shall mean fire, earthquake, flood, tornado, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of Owner.

15. Confidentiality. Subject to the Texas Public Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval.

16. INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE OWNER, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, DEMANDS, PROCEEDINGS, COSTS, AND LIABILITIES OF EVERY KIND, INCLUDING WITHOUT LIMITATION ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE OWNER, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

17. Insurance. For the entire term of the Agreement (“Term”), Contractor shall maintain at his/her sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate of insurance evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner prior to the start of work.

- (1) Worker’s Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (2) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- (3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
- (4) Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$2,000,000.00 excess of specified limits;

All policies must contain a waiver of subrogation against Owner. Comprehensive General Liability and Commercial Automobile Liability policies must name Owner as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by Owner. Contractor shall provide Owner Certificates of Insurance evidencing these insurance requirements prior to the start of work.

18. Audit; Independent Audits; Right to Audit; Retention; Supporting Documents. The Contractor agrees and authorizes Owner and/or the Owner’s Auditor (collectively, “Auditor”) to conduct audits or investigations in connection with this Agreement. Contractor agrees to cooperate with Auditors conducting such audits or Investigations and to provide all information and documents reasonably requested.

19. Limitations. The Parties are aware that there are constitutional and statutory limitations on the authority of Owner to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on Owner’s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”), and terms and conditions related to the Limitations will not be binding on Owner except to the extent authorized by the laws and Constitution of the State of Texas.

20. Sovereign Immunity. Except as otherwise provided by Texas law, neither the execution of the Agreement by Owner nor any other conduct, action or inaction of any Owner representative relating to the Agreement is a waiver of sovereign immunity by Owner.

21. Representations by Contractor. Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement other than approval to cross state or interstate highways and railroads, which shall be the responsibility of Owner. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.

22. Eligibility to Receive Payment. Contractor certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.

23. Risk of Loss. All work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by Owner. In the case of any loss or damage to the work prior to Owner's acceptance, such loss or damage will be Contractor's responsibility.

24. Legal Construction/Severability. In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

25. Non-Waiver. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

26. Entire Agreement. The Contract Documents constitutes the entire agreement and supersedes all prior or contemporaneous agreements, whether written or oral, between the parties. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing.

27. Authority. The person signing below on behalf of Owner and Contractor warrants that he/she has the authority to execute this contract according to its terms.

28. Amendment. This Agreement may be changed, amended, modified, extended or assigned only by mutual consent of the parties provided that consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.

29. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, City and Contractor, by and through their duly authorized officers and Representatives, have executed this Agreement as of the date first above written.

CITY OF LOCKHART

By: _____
Lew White, Mayor

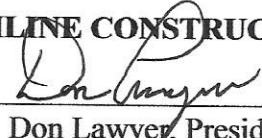
Date: _____

Attest:

By: _____
Steve Lewis, City Manager

Date: _____

TECHLINE CONSTRUCTION, LLC

By:  _____
Don Lawyer, President

Date: 5-4-2023

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 16, 2023

AGENDA ITEM CAPTION: Discussion and/or action regarding the appointment, composition, assignment of duties, and performance expectations of a steering committee for the development of a new Comprehensive Plan.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: This item is a continuation of the discussion regarding the formation of a steering committee for the comprehensive planning process. The planning process is expected to last for 18 months. Freese and Nichols anticipates holding 5 public meetings to initiate the project, discuss key topics, explore possible scenarios, review draft work products, and craft the final comprehensive plan document. It is the city's responsibility to appoint a steering committee for the planning process that the city feels provides proper representation of key city issues and constituencies. The purpose of this discussion is to refine the composition of the committee, create a process for the appointment of members and establish the expectations for appointed committee members. The next step would be council appointment of members based upon this discussion at a future meeting.

PROJECT SCHEDULE (if applicable): There will be an action item at a future meeting to nominate and appoint members of the steering committee.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): none.

PREVIOUS COUNCIL ACTION: The contract with Freeses and Nichols for Comprehensive Planning Services was approved at the April 18th City Council meeting. The concept of the composition of the Steering Committee was discussed at the May 2, 2023 meeting.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Adopt possible membership composition, expectations, and requirements for a Comprehensive Plan Steering Committee, possibly appointing members at the June 6, 2023 meeting.

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Comp Plan Steering Committee requirements, Board and Commission Member List 5.9.23

Comprehensive Plan Steering Committee

Potential Membership areas per Freese and Nichols

- 2 persons from City Council;
- 2 persons from the Planning & Zoning Commission;
- 1 person from the ISD;
- 1 person from the Chamber of Commerce or similar group;
- 1 local economic development professional;
- 1 representative from the developer community;
- 1 nonprofit representative;
- 2 HOA representatives; and
- 3 community leaders from various parts of the City.

Other Membership Areas to Consider

1. Both Chambers of Commerce
2. Downtown Business Association
3. Historic Preservation
4. Parks Board
5. Keep Lockhart Beautiful
6. Caldwell County
6. Ministerial Alliance
8. Builder / Developer
9. Seniors
10. Former elected official who participated in current comp plan (advocate for planning process /speaks benefits of the process)

Membership Requirements

1. Residents only?
2. Residents plus individuals with significant ties to Lockhart, such as business ownership or key local employment.
3. Current or prior service on City boards and commissions or other or nonprofit boards.

The commitment of the Comp Plan Steering Committee would be as follows:

- 5 committee meetings, presumably taking place in the early evening, spread out over a 16-18 month period.
- 3 public engagement meetings, at which as many members possible should be in attendance but would not require a quorum.
- Two City Council briefings (chair present, others optional)
- Adoption meetings with City Council and P&Z (Chair present, others encouraged)
- Additionally, the chair and any additional members could possibly attend the stakeholder meetings, depending upon the topics covered.

Options for how to select the committee:

- 1) Direct appointments by Mayor;
- 2) Council appointments;
- 3) Formation of subcommittee to make appointments;
- 4) Others?

Steering Committee's charge:

1. To develop the goals and objectives for the next 20 years for the City of Lockhart, the Steering Committee will serve as the primary organization for the plan's development and will be empowered to make recommendations to the City Council regarding the adoption of the Comprehensive Plan.
2. The Steering Committee will work directly with the consultant team and city staff to provide guidance and confirm that the process and recommendations are in line with the city's needs and vision.
3. The Steering Committee will generate the overall vision for the plan and provide feedback on the best ways to engage the community.
4. The Steering Committee will contribute to both the development of the process and the creation of proposed recommendations for the Comprehensive Plan.
5. Committee Members shall utilize their own experiences as well as consider the public's input to assist in the creation of the plan. Other than the consultants and city staff that make up the "core" project team, Steering Committee members are the people closest to the process.
6. Committee Members shall prepare for meetings, including reviewing meeting materials, and responding to requests for input in the planning process.
7. Committee members shall have access to e-mail and phone service to receive and respond to draft work products, meeting notifications, and other occasions for which timely response to communication is required.
8. The Steering Committee shall not have the power to approve the expenditure of any city funds, or perform any functions not approved by the Lockhart City Council.
9. Meetings will be conducted in accordance with the Texas Open Meetings Act and shall include a "public comments" agenda item.

Current Board / Commission Members

Airport Advisory

Jayson "Tex" Cordova
Benny Hilburn
Thomas Hughes
Daniel Koehler
Jake McCullough
Andrew Reyes
Vacancy (District 1)

Historical Preservation Commission

Ron Faulstich
John Lairsen, Vice-Chair
Christine Ohlendorf
Ray Ramsey
Ronda Reagan, Chair
Michel Royal
Kevin Thuerwaechter

Lockhart Economic Development Corporation

Juan Alvarez, Jr.
Sally Daniel
Frank Estrada
Alan Fielder, Chair
Doug Foster
Alfredo Munoz
Yolanda Strey

Civil Service Commission

Worlanda Neal
Ray Sanders
One Vacancy

Board of Adjustment

Mike Annas , Vice-Chair
Laura Cline, Chair
Lucy Knight
Shawn Martinez
Marcia Proctor
Lori Rangel
Wayne Reeder
Vacancy-At-Large
Vacancy-Alternate position

Library Board

Donaly Brice
Jean Clark-Fox, Chair
Quartermetra Hughes
Jody King
Rebecca Lockhart
Stephanie Riggins
Shirley Williams

Electric Board of Review

James Briceno
Joe Colley, Chair
Frank Gomillion
John Voigt
Vacancy - District 4

Construction Board of Adjustments & Appeals

Raymond DeLeon
Gary Shafer
Ian Stowe
Michael Voetee
Jerry West, Vice-Chair
Vacancy - District 2
Vacancy - At-Large

Parks and Recreation Board

Warren Burnett

Lonnie Jones

Rob Ortiz, Alternate

Lee Parra

Dennis Placke

Karla Tate

Linda Thompson-Bennett

Russell Wheeler

Hotel Occupancy Tax (HOT) Advisory Board

Ray Sanders

Alfredo Munoz

Archana Gandhi

Janet Grigar

Steve Lewis

Sally Daniel

Planning & Zoning Commission

Rick Arnic

Bradley Lingvai

Philip McBride

Manuel Oliva, Vice-Chair

Dr. Ronald Peterson

Philip Ruiz, Chair

Julia Haug

Larry Metzler - Impact Fee Advisory Committee

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 16, 2023

AGENDA ITEM CAPTION: Discussion and consideration regarding the 2022-2023 Council Goals update.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: In April 2022, the City Council, City Manager, and City Management Team met and worked to establish strategic planning goals for 2022 - 2023. Six major areas were identified: City facilities, human resources/staffing, parks and recreation, infrastructure, modernization and communications, development and quality of life, and revenue sustainability. This agenda item provides an opportunity to discuss the goals and other emerging priorities.

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: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: N/A

LIST OF SUPPORTING DOCUMENTS: Strategic Goals 2022-2023

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, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 16, 2023

AGENDA ITEM CAPTION: Discussion and/or action to consider Resolution 2023-06 authorizing a salary adjustment for City Manager Steven Lewis and addendum to the City Manager Agreement dated effective August 18, 2018 by and between the City of Lockhart and Steven Lewis.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:

City Council will conduct an annual evaluation with the City Manager in Executive Session.

The current agreement provides that adjustments to the City Manager's salary be carried out through a Resolution. Attached is a Resolution to be considered in Open Session if the Council desires to adjust the City Manager's salary.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None. Discretion of the Council.

LIST OF SUPPORTING DOCUMENTS: Resolution 2023-06, ,

RESOLUTION 2023-06

A RESOLUTION OF THE CITY OF LOCKHART, TEXAS, AUTHORIZING A SALARY ADJUSTMENT FOR CITY MANAGER STEVEN LEWIS AND ADDENDUM TO THE CITY MANAGER AGREEMENT DATED EFFECTIVE AUGUST 28, 2018 BY AND BETWEEN THE CITY OF LOCKHART AND STEVEN LEWIS

WHEREAS, by “City of Lockhart City Manager Agreement” (“the Agreement”) dated effective August 28, 2018, the City Council of the City of Lockhart employed, and Steven Lewis agreed to be employed as City Manager of the City; and

WHEREAS, pursuant to Sec. 5.1 of the Agreement, the City Council is to review the City Manager’s job performance at least annually; and

WHEREAS, pursuant to Sec. 3.2 of the Agreement, the Council may, in its discretion, adjust the salary paid to the City Manager, but not in an amount less than the salary provided in Sec. 3.1 of the Agreement, such adjustments to be made pursuant to lawful Council resolutions and for which the parties agreed to execute and Addendum to the Agreement; and

WHEREAS, the City Council has reviewed the City Manager’s job performance and is of the opinion that his salary should be adjusted and an Addendum executed;

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

1. The foregoing recitals and adopted and incorporated herein for all purposes.
2. The annual salary to be paid to City Manager Steven Lewis pursuant to Sec. 3.1 of the Agreement is hereby adjusted in the following manner provided in the Addendum to said Agreement that is attached hereto as Exhibit “A.”
3. The Mayor is authorized to execute this resolution and the attached Addendum.

PASSED AND ADOPTED on this the 16th day of May, 2023.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, Deputy City Secretary

Monte Akers, City Attorney

EXHIBIT “A” TO RESOLUTION 2023-06
ADDENDUM FOUR TO CITY MANAGER AGREEMENT

Recitals

1. By “City of Lockhart City Manager Agreement” (“the Agreement”) dated effective August 28, 2018, the City Council of the City of Lockhart employed, and Steven Lewis agreed to be employed as City Manager of the City.
2. Pursuant to Sec. 3.2 of the Agreement, the Council may, in its discretion, adjust the salary paid to the City Manager, but not in an amount less than the salary provided in Sec. 3.1 of the Agreement, such adjustments to be made pursuant to lawful Council resolutions and for which the parties agreed to execute and Addendum to the Agreement.
3. The City Council has reviewed the City Manager’s job performance and is of the opinion that his salary should be adjusted and an Addendum to the Agreement be executed by the parties.

Agreement and Amendment

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Section 3.1 of the Agreement is hereby amended to read as follows:

3.1 Salary. The City shall provide the Manager with an annual salary in the sum of _____ commencing October 1, 2022. This annual salary rate shall be paid to the Manager in equal installments on the schedule as other City employees and shall be paid net of any applicable withholding or deductions required by Applicable Law and Authorities.

Except as amended by this Addendum, all other terms, provisions, obligations, and responsibilities of the parties contained in the Agreement shall remain in full force and effect.

ADOPTED and effective on this the 16th day of May, 2023.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, Deputy City Secretary

Monte Akers, City Attorney

Acceptance and Agreement by Steven D. Lewis on May ____, 2023.

Steven D. Lewis, City Manager



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:

