

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL
March 5, 2024
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. | Discussion regarding an economic development performance agreement with Project Holiday. | 4-27 |
| B. | Discuss City Council minutes of the March 7, 2023 meeting. | 28-35 |
| C. | Discuss the proposed Texas Monthly 2024 BBQ World's Fair Event Sponsorship Agreement for the November 2-3, 2024 Texas Monthly BBQ World's Fair Event. | 36-47 |
| D. | Discuss the release of a 15-foot wide blanket utility easement located at 1925 FM 2001. | 48-56 |
| E. | Discuss Work Authorization No. 5 for Halff Associates under the Master General Services Agreement to provide assistance in identifying funding opportunities and potential site due diligence for a proposed aquatic facility. | 57-66 |
| F. | Discuss the proposed First Addendum to the Interlocal Cooperation Agreement between Lockhart Independent School District (LISD) and the City of Lockhart regarding School Resource Officers (SRO) to include reimbursement from LISD to the City for SRO special assignment stipend. | 67-85 |
| G. | Discuss Ordinance 2024-07 amending un-codified Ordinance 2018-07 Section II (F) regarding the assignment of School Resource Officer within the Lockhart Police Department with all other sections of Ordinance 2018-07 remaining unchanged. | 86-93 |
| H. | Discuss a proposal from Studio Steinbomer to provide Construction Documentation and Construction Phase services for the renovation of Fire Station No. 1 at 201 W. Market St. | 94-143 |
| I. | Discuss a proposal from Burcham Environmental Services, L.L.C. to provide consulting services for the asbestos abatement for the renovation of Fire Station No. 1 at 201 W. Market St. | 144-174 |

- J. Discussion regarding Resolution 2024-08, suspending the April 9, 2024, effective date of the proposal by Texas Gas Service Company, a division of One Gas, Inc., Central-Gulf Service Area, to implement interim GRIP rate adjustments for gas utility investment in 2023. **175-180**
- K. Discussion regarding of nomination of Arnold Proctor to the Zoning Board of Adjustment and Appeals by Councilmember Brad Westmoreland for a term to expire in November 2025. **181-185**

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE

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

3. PUBLIC COMMENT

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

4. CONSENT AGENDA

- A. Approve City Council minutes of the March 7, 2023 meeting. **186-193**
- B. Approve Resolution 2024-08, suspending the April 9, 2024, effective date of the proposal by Texas Gas Service Company, a division of One Gas, Inc., Central-Gulf Service Area, to implement interim GRIP rate adjustments for gas utility investment in 2023. **194-199**

5. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action regarding an economic development performance agreement with Project Holiday. **200-223**
- B. Discussion and/or action regarding the proposed Texas Monthly 2024 BBQ World's Fair Event Sponsorship Agreement for the November 2-3, 2024 Texas Monthly BBQ World's Fair Event. **224-235**
- C. Discussion and/or action to consider the release of a 15-foot wide blanket utility easement located at 1925 FM 2001. **236-242**
- D. Discussion and/or action to consider Work Authorization No. 5 for Halff Associates under the Master General Services Agreement to provide assistance in identifying funding opportunities and potential site due diligence for a proposed aquatic facility. **243-252**
- E. Discussion and/or action related to the proposed First Addendum to the Interlocal Cooperation Agreement between Lockhart Independent School District (LISD) and the City of Lockhart regarding School Resource Officers (SRO) to include reimbursement from LISD to the City for SRO special assignment stipend. **253-271**

- F. Discussion and/or action to consider Ordinance 2024-07 amending un-codified Ordinance 2018-07 Section II (F) regarding the assignment of School Resource Officer within the Lockhart Police Department with all other sections of Ordinance 2018-07 remaining unchanged. 272-279
- G. Discussion and/or action to consider a proposal from Studio Steinbomer to provide Construction Documentation and Construction Phase services for the renovation of Fire Station No. 1 at 201 W. Market St. 280-329
- H. Discussion and/or action to consider a proposal from Burcham Environmental Services, L.L.C. to provide consulting services for the asbestos abatement for the renovation of Fire Station No. 1 at 201 W. Market St. 330-360
- I. Discussion and/or action regarding of nomination of Arnold Proctor to the Zoning Board of Adjustment and Appeals by Councilmember Brad Westmoreland for a term to expire in November 2025. 361-365

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

- KidFish at City Park on March 16th at 9:00 a.m. - 12:00 p.m.
- Citywide Spring Clean Up Program on Saturday, March 23, 2024.
- Water Treatment Plant - Emergency Generator Project Update.
- Appointment of new Finance Director and Building Official.
- Update on the Downtown Revitalization Project - Bidding Phase.

7. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

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

- A. Discussion regarding City of Lockhart Charter matter.

9. OPEN SESSION

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 1st day of March, 2024 at 2:30 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 5, 2024

AGENDA ITEM CAPTION: Discussion regarding an economic development performance agreement with Project Holiday.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: Project Holiday is a 90-guestroom Holiday Inn Express planned to be located at the corner of City Line Road and San Antonio Street on Lockhart's west side. (See Project Location Map). One of the recommendations in the 2023 LEDC Strategic Plan Update is to recruit a hotel developer to host business clients and visitors and help stretch any day trips for regional tourism into overnight stays boosting retail and food sales in Lockhart. Specifically, the recommendation was to secure a limited service hotel and include meeting space. The hotel will provide a ground floor meeting room with a minimum of 2,400 gross s.f. that will accommodate at least 60 seats.

This project will support the needs of new businesses coming to Lockhart as well as a new focus growing the City's tourism industry.

The attached Performance Agreement sets forth the property tax and hotel occupancy tax incentives, project investment, construction timelines, job creation requirements, and other performance measures.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: February 6, 2024: City Council closed session.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

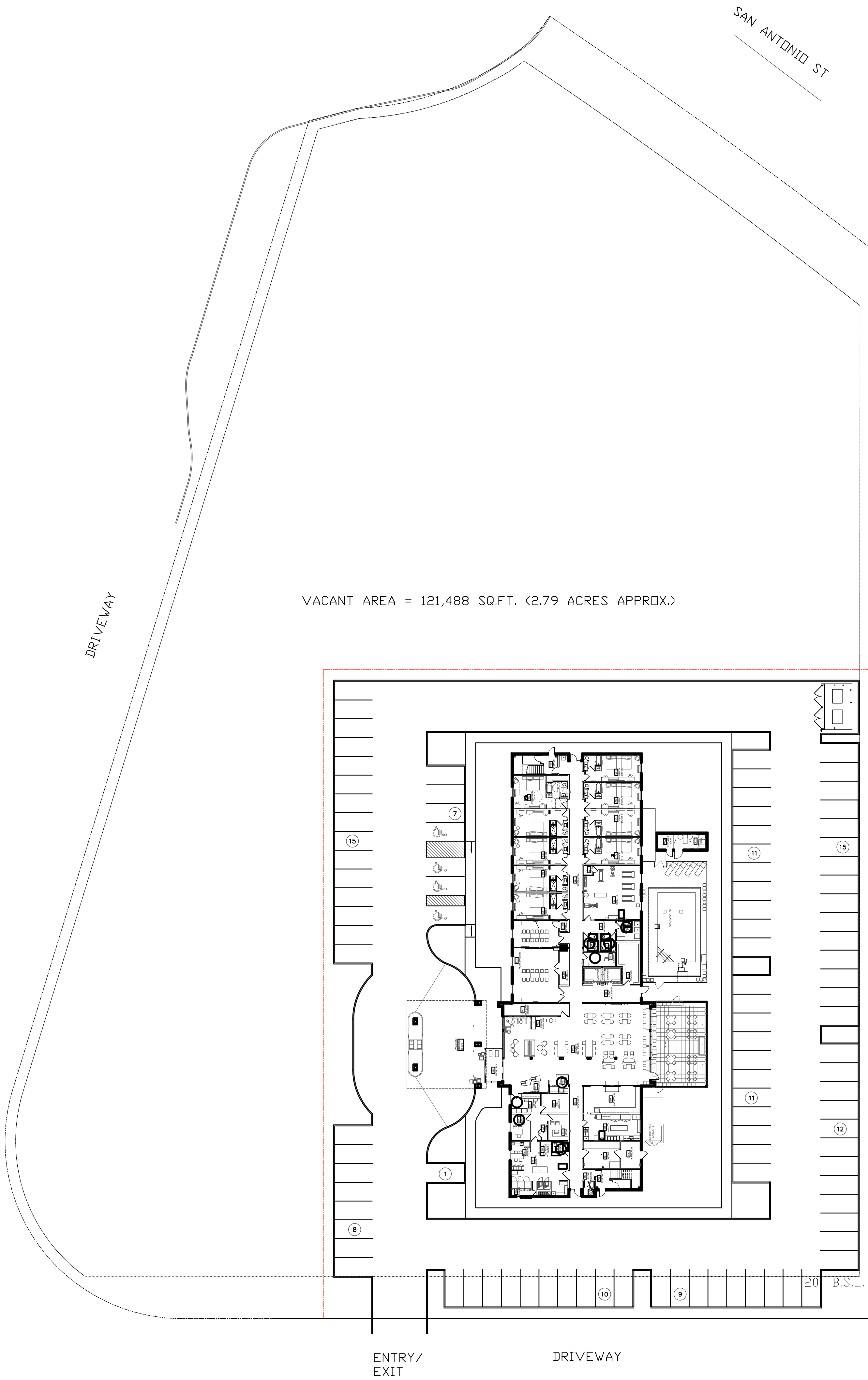
STAFF RECOMMENDATION/REQUESTED MOTION:

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Project Location Map, Economic Development
Performance Agreement



4-STORY HOLIDAY INN EXPRESS
LOCKHART, TX
01-24-2024
93 ROOMS + OUTDOOR POOL
PARKING REQUIRED FOR HOTEL = TO BE DETERMINED BY CIVIL ENGINEER
PARKING PROVIDED = 99 (incl. 4 H.C. SPACES)
3-BAY MEETING ROOM
TOTAL LOT AREA = 202, 916 SQ.FT. (4.66 ACRES APPROX.)
TOTAL USED LOT AREA APPROX. = 81428 SQ.FT. (1.87 ACRES APPROX.)
VACANT AREA = 121,488 SQ.FT. (2.79 ACRES APPROX.)
TO BE VERIFIED BY CIVIL ENGINEER

NOT FOR
REGULATORY
APPROVAL
PERMITTING OR
CONSTRUCTION



PROJECT INFO:
PROJECT NUMBER: 2411
DRAWN BY: SP

REVISION:	
1	DATE
2	DATE
3	DATE
4	DATE
5	DATE

PAREKH ARCHITECT PLLC

18218 E MORGANS BEND DRIVE, CYPRESS, TX 77433
PH: (832) 878 1262 E-Mail: sp@parekharch.com

HOLIDAY INN EXPRESS & SUITES
LOCKHART, TX

PREPARED FOR: MR. LAKSHMAN KAPARTHY RAO

SHEET TITLE:
SITE PLAN

SCALE: 1" = 20'-0"
DATE: 01-24-2024

SHEET NUMBER:
A0.01

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This **ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT** (“Agreement”) by and between the **CITY OF LOCKHART, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the “City”); and **COMPANY**, a Texas limited liability company (hereinafter referred to as “Developer”), (the City and Developer are collectively “**Parties**” and each individually, a “**Party**”) is made and executed on the following recitals, terms and conditions.

WHEREAS, Developer has applied to the City for financial assistance necessary to construct and operate a project on approximately 2.0 acres of land located generally at the corner of City Line Road and San Antonio Street in Lockhart, Texas, such location as more particularly described in **Exhibit A** of this Agreement, which is attached hereto and incorporated herein for all purposes (hereinafter referred to as the “Property”); and

WHEREAS, the Developer intends to use the Property for a hotel and meeting space; and

WHEREAS, the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Lockhart, Texas; and

WHEREAS, the City has determined that grants of funds to the Developer for the Hotel (as hereinafter defined) will serve the public purpose of promoting local economic development, assisting in the development and diversification of the economy of the State and City, helping reduce unemployment and underemployment in the state and City, and will enhance business and commercial activity within the City; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, is in the best interests of the City and the Developer, and meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State, by helping reduce unemployment or underemployment in the State, and by the development or expansion of commerce within the State; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

SECTION 2. TERM.

The term of this Agreement shall commence on the Effective Date and shall continue through the later of i) **ten (10) years** after the Hotel Completion Date, or ii) the date upon which the City fulfills its final payment obligations pursuant to Section 5 and Section 6 of this Agreement. This Agreement shall remain in full force and effect during the term unless sooner terminated as provided for herein.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

Act. The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.

Agreement. The word “Agreement” means this Performance Agreement, authorized by Chapters 380, 501, and 504 of the Texas Local Government Code, together with all exhibits and schedules attached to this Agreement from time to time, if any, and any amendments to this Agreement and/or exhibits and schedules.

Annual Compliance Verification. The term “Annual Compliance Verification” shall have the meaning set forth in Section 4(e).

Approved Franchisor. The words “Approved Franchisor” means a Franchisor with Holiday Inn Express under which the Hotel shall operate and market itself pursuant to a Franchise Agreement.

City. The word “City” means the City of Lockhart, Caldwell County, Texas, a Texas home-rule municipality. For the purposes of this Agreement, City’s address is 308 W. San Antonio St., P.O. Box 239, Lockhart, Texas 78644.

City HOT. The term “City HOT” shall have the meaning provided in Section 5(b)i.

City Regulation. The word “City Regulation” means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Facility.

City Property Tax. The term “City Property Tax” shall have the meaning provided in

Section 5(a)i.

City Sales Tax. The term “City Sales Tax” shall have the meaning provided in Section 5(c)i.

Comptroller. The word “Comptroller” shall mean the Comptroller of the State of Texas.

Concept Plan. The term “Concept Plan” means the concept plan attached hereto as **Exhibit C** and incorporated herein for all purposes.

Construction Materials. The term “Construction Materials” shall have the meaning provided in Section 5(c)i.1.

Construction Sales Tax Incentive. The term “Construction Sales Tax Incentive shall have the meaning provided in Section 5(c)i.1.

Developer. The word “Developer” means **Lockhart Hospitality LLC**, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is **4324 Privacy Hedge Street, Leander, Texas 78641**.

Developer Assignee. The term “Developer Assignee” shall have the meaning provided in Section 11(c)i.

Effective Date. The words “Effective Date” mean the last date reflected by the signatures of the Developer and the City to this Agreement below.

Event of Default. The words “Event of Default” mean and include any of the Events of Default set forth in Section 8.

Facility. The word “Facility” means the Hotel project on the Property on the **corner of City Line Road and San Antonio Street in Lockhart, Texas**, as described in this Agreement and generally depicted in the Concept Plan.

Franchise Agreement. The words “Franchise Agreement” shall mean a franchise agreement for the Hotel executed prior to the issuance of a building permit for the Residences and the Hotel for the Mandatory Franchise Period between Developer and the Approved Franchisor or a subsequent franchise agreement with a Replacement Franchisor.

Franchisor. The words “Franchisor” means a company which engages in the lodging business and which grants to a developer or owner of a hotel the right and license to own and operate the hotel in the name of the hotel brand registered by the franchisor pursuant to a Franchise Agreement between the owner and the Franchisor.

Full-Time Equivalent Employment Position. The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job

requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.

Hotel. The word “Hotel” shall mean a Limited-Service hotel operated on the Hotel Property as a three-star hotel, or better, in the United States (pursuant to the hotel rating criteria and standards reasonably acceptable to the City) with at least 75 guest rooms, an exercise facility or spa services; a swimming pool; a business center; meeting rooms; wireless Internet access in guest rooms, lobby and public spaces; a ground floor meeting room with a minimum of 1,200 gross square feet that will accommodate at least 60 seats for conferences; and parking, operating under a Franchise Agreement with an Approved Franchisor comprising part of the Facility. In no event shall this definition include a hotel in which the majority of guest rooms are designed for extended stays by occupants of one week or more and include amenities for such extended stays, such as complete kitchens and separate living and sleeping areas.

Hotel Completion Date. The term “Hotel Completion Date” shall have the meaning provided in Section 4(c).

Hotel Property. The word “Hotel Property” means the parcel of the Property for which certain economic development program incentives will be provided for the Hotel.

Hotel Property Tax Incentive. The term “Hotel Property Tax Incentive” shall have the meaning provided in Section 5(a)i.

HOT Incentive. The term “HOT Incentive” shall have the meaning provided in Section 5(b)i.

HOT Information. The term “HOT Information” shall have the meaning provided in Section 5(b)ii.

Mandatory Franchise Period. The words “Mandatory Franchise Period” means the period commencing on the date the City issues a certificate of occupancy for the Hotel and continuing for the Term of this Agreement.

Operations Sales Tax Incentive. The term “Operations Sales Tax Incentive” shall have the meaning provided in Section 5(c)i.2.

Prohibited Uses. The term “Prohibited Uses” shall have the meaning provided in Section 4.

Property. The word “Property” is defined in the Recitals.

Qualified Expenditures. The term “Qualified Expenditures” mean those costs associated with the construction of the Hotel, and which meet the definition of “project” as that term is defined in Section 501.103 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act, as evidenced by relevant invoices, receipts, contracts, proof of payment, or

other documentation of costs requested by the City. The term “Qualified Expenditures” shall exclude the cost of the Property and shall include infrastructure necessary to promote or develop new or expanded business enterprises, limited to: streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; and telecommunications and Internet improvements. If invoices, receipts, or other documentation for Qualified Expenditures are incomplete or insufficient for City to verify any Qualified Expenditures, City shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Qualified Expenditures.

Replacement Franchisor. The words “Replacement Franchisor” means a Franchisor of primarily three-star hotels or better in the United States (pursuant to the hotel rating criteria and standards reasonably acceptable to the City), as approved in writing by the City, of substantially similar quality as Approved Franchisor with which a Franchise Agreement for the Hotel is entered following any termination of the Franchise Agreement with the Approved Franchisor.

Tax Information. The term “Tax Information” shall have the meaning provided in Section 5(c)i.2.A.

Term. The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

Verification Receipts. The term “Verification Receipts” shall have the meaning provided in Section 5(c)i.1.A.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with City that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Capital Costs.** Developer covenants and agrees to, no later than 120 days after the Hotel Completion to submit to the City invoices, receipts, contracts, proof of payment, or other documentation in a form acceptable to the City evidencing Developer’s costs for the projects, including the cost of the Property, described herein, as follows: (i) for the total construction costs of the Hotel and (ii) the purchase of the furniture, fixtures, and equipment in a minimum amount of **Ten Million and No/100 Dollars (\$10,000,000.00)**.

(b) **Development of the Facility.** (i) The Facility shall be constructed and operated in accordance with any site plan, building elevations, or landscape plans, and the Concept Plan, approved or to be approved by the City. The City will have the right to approve the preliminary and final plans, elevations and specifications for the Hotel prior to the Developer’s applying for a building permit or causing any work to be undertaken on the Hotel, which approvals shall not unreasonably be withheld. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to such plans. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be

reviewed under such codes. The development and use of the Property shall comply with all applicable City Regulations, including but not limited to the Lockhart Comprehensive Zoning and Subdivision Ordinances and Regulations, as amended. The Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, and alleys. Developer shall provide or cause to be provided to City, access to the Facility in order for the City to inspect the same to ensure compliance with this Agreement. The Developer may require that any individuals inspecting the Facility on behalf of the City be escorted at all times by an employee or authorized representative of the Developer. However, the Developer, its officers, agents, servants, employees, contractors and subcontractors, shall cooperate fully with the City during any such inspection. The Parties agree that inspections described herein are in addition to the City's right to inspect the Facility and Property for other reasons, including but not limited to building permit inspections, code enforcement, law enforcement, fire marshal and other inspections or entries done through the City's ordinances, codes, rules, policies, police powers, and/or federal and state regulations.

- (c) **Timeline.** Developer covenants and agrees to, after complying with all City Regulations and entering a Franchise Agreement for the Hotel, obtain or cause to be obtained building permits from the City for the Hotel by **December 31, 2024**. The Developer agrees not to apply for a building permit for the Hotel until after it has entered into a Franchise Agreement. Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained a certificate of occupancy from the City, and open for business the Hotel (including all guest rooms, amenities, and public areas, and the Meeting Room) no later than **September 30, 2026** (the actual date being the "Hotel Completion Date"). The City shall have the right to extend the Timeline dates or terminate this Agreement if any of the deadlines described in this section are not met.
- (d) **Operate Facility.** Developer agrees to maintain and operate the Facility, including the Hotel, located on the Property during the Term of this Agreement. A copy of the fully executed Franchise Agreement with an Approved Franchisor, which may include redactions as determined by the Parties to such Franchise Agreement, shall be provided to the office of the City Manager within sixty (60) days of execution thereof and prior to an application for a building permit for the Hotel being submitted to the City. The Franchise Agreement shall require that the Approved Franchisor send a copy of all notices of default of, or amendments to, the Franchise Agreement to the City. If the Developer's Franchise Agreement terminates for any reason, then Developer shall have sixty (60) days to obtain a new Franchise Agreement with a Replacement Franchisor of a compliant quality and approved by the City, such approval not unreasonably withheld. If a new Franchise Agreement with a Replacement Franchisor has not been obtained by such deadline, the City may terminate this Agreement. If a Franchise Agreement with a Replacement Franchisor is terminated, the City may immediately terminate this Agreement and no further payments shall be made to Developer hereunder after the date of termination of the Franchise Agreement with the Replacement Franchisor.

- (e) **Job Creation and Retention.** Developer covenants and agrees to directly or indirectly employ and maintain a minimum of **fourteen (14)** Full-Time Equivalent Employment Positions working at the Hotel, starting by the Hotel Completion Date. Developer covenants and agrees beginning on such dates and annually thereafter during the Term of this Agreement, Developer shall deliver to City annual compliance verifications signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Annual Compliance Verification”). All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.
- (f) **Prohibited Uses:** Developer covenants and agrees during the Term of this Agreement that unless otherwise approved by the City, and only in the event that the zoning on the Property allows such uses, that the following uses shall not be allowed in any portion of the Facility: alternative financial services, sexually oriented business, body art facilities, smoke shops, drug or vice paraphernalia, gaming or slot machines (excluding arcades) lewd merchandise sales, pawn shops and outdoor storage/display (the “Prohibited Uses”).
- (g) **Performance Conditions.** Developer agrees to make, execute, and deliver to the City such other promissory notes, instruments, documents, and other agreements as the City or its attorneys may reasonably request to evidence this Agreement.
- (h) **Groundbreaking and Opening Ceremonies.** Developer agrees to provide for participation of the governing bodies of the City in the ceremonial groundbreaking and opening (e.g., ribbon-cutting) of the Facility, and to allow City to market such ceremonies.
- (i) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and City.
- (j) **Lockhart Chamber of Commerce.** Developer shall be a member of the Lockhart Chamber of Commerce during the term of this Agreement. The City shall have the right to market the Facility as part of its updates to the community regarding economic development of the City.
- (k) **Evidence of Financing.** Developer shall produce to the City a letter from lending institution(s) acceptable to the City confirming that Developer has obtained the financing needed to build the Facility by June 30, 2025. The City’s approval of lending institution(s) shall not be unreasonably withheld.

SECTION 5. OBLIGATIONS OF THE CITY.

The City covenants and agrees with the Developer that, while this Agreement is in effect the City shall comply with the following terms and conditions:

(a) **City Real Property and Business Personal Property Tax Reimbursement.**

- i. City assesses and collects ad valorem tax on real property and business personal property within the City pursuant to Texas Tax Code 302.001(c) (“City Property Tax”). Subject to the terms, covenants, and conditions of this Agreement, City agrees to reimburse Developer in an amount equal to the amounts in the schedule below of the City Property Tax, excluding penalties and interest, paid by Developer for the Hotel Property for annual assessment periods for five (5) years, starting the year following the year of the timely satisfaction of the Hotel Completion Date, provided this Agreement remains in effect for the entire portion of all such years (“Hotel Property Tax Incentive”).

Year 1:	85%
Year 2:	75%
Year 3:	66%
Year 4:	57%
Year 5:	50%

- ii. Developer shall pay all ad valorem taxes and business personal property taxes related to the Hotel and Hotel Property, including but not limited to the City Property Tax, on an annual basis in accordance with applicable State laws, except for the portion of any taxes that the Developer is lawfully protesting in accordance with the Texas Tax Code. If the annual ad valorem or business personal property tax assessment for any assessment period is not timely paid, Developer shall not be entitled to receive the Hotel Property Tax Incentive from the City for such assessment period, unless and until such City Property Taxes have been paid.
- iii. Provided the Hotel receives a certificate of occupancy by **September 30, 2026** the Hotel Property Tax Incentive shall be paid annually by City to Developer by **April 1st** of each year, and will be based on the preceding assessment year. When a lawful protest of the ad valorem taxes related to the Hotel Property is filed by Developer, City shall not be required to remit the annual Hotel Property Tax Incentive to Developer until after the protest is final and Developer remits the full amount owed, and within sixty (60) days thereof.
- iv. Notwithstanding any of the foregoing, in no event shall the Hotel Property Tax Incentive exceed **\$200,000.00**.

(b) **City Hotel Occupancy Tax Grant.**

- i. City assesses and collects a seven percent (7%) hotel occupancy tax on hotel room uses within the City pursuant to Chapter 351 of the Texas Tax Code and Chapter 54, Article IV of the City’s Code of Ordinances (“City HOT”). Subject to the terms, covenants, and conditions of this Agreement, City agrees to reimburse Developer

in the following percentage portions of the City HOT revenue collected by Developer and paid to the City on use of Hotel rooms for the periods described as follows: (i) sixty percent (60%) of the City HOT for a period of ten (10) years beginning on the Hotel Completion Date, provided this Agreement remains in effect for the entire portion of all such years ("HOT Incentive").

- ii. Within thirty (30) days of the end of each calendar quarter, Developer will provide City with the hotel occupancy tax returns Developer timely filed during such quarter with the Comptroller reflecting City HOT collected by Developer during such quarter and evidence of filing and payment of the amount owed to the State of Texas ("HOT Information"). If Developer is required to file its hotel occupancy tax return on an annual basis, then Developer shall provide the annual return, plus evidence of filing and payment of the amount owed, within thirty (30) days of filing such annual return. Following review and verification of City HOT paid as reflected in Developer's HOT Information and receipt of the City HOT by the City from the Comptroller, City will pay to Developer the HOT Incentive within ninety (90) days of the later of the date City receives the HOT Information and receives the City HOT from the Comptroller, if the Hotel received a certificate of occupancy by **September 30, 2026**, or notify Developer that it is unable to verify the taxes paid and/or has not received the City HOT from the Comptroller.
- iii. To the extent an audit or review by the Comptroller results in an adjustment to the City HOT paid by Developer relating to the Hotel, Developer and City agree to adjust the HOT Incentive accordingly to accurately reflect the City HOT paid and/or remitted by Developer and received by the City. Proof of the Comptroller's adjustment will be considered HOT Information.
- iv. Notwithstanding any of the foregoing, in no event shall the HOT Incentive exceed One million and six hundred thousand dollars (**\$1,600,000.00**).
- v. Notwithstanding the foregoing, the HOT Incentive may be reasonably delayed by City to confirm that all City HOT relating to the Hotel that forms the basis for the total amount of the HOT Incentive has been distributed to the City by the Comptroller.

- 1. **Operations.** Provided the Hotel receives a certificate of occupancy by **September 30, 2026**, Sixty percent (60%) of the City Sales Tax generated by taxable purchases made by hotel users, customers, and visitors during the operation of the Hotel that is collected by Developer (or the manager of the Hotel on behalf of Developer) and remitted to the State of Texas for ten (10) years following the Hotel Completion Date ("Operations Sales Tax Incentive").

- A. Within thirty (30) days of the end of each calendar quarter, Developer will provide City with the sales tax returns Developer filed with the Comptroller during such quarter reflecting City Sales

Taxes collected by Developer during such quarter and evidence of filing and payment of the amount owed to the State of Texas (“Tax Information”). If Developer is required to file its sales tax return on an annual basis, then Developer shall provide the annual return, plus evidence of filing and payment of the amount owed, within thirty (30) days of filing such annual return.

- B. Following review and verification of taxes paid as reflected in Developer’s Tax Information and receipt of the City Sales Tax from the Comptroller, City will pay to Developer the Sales Tax Incentive within ninety (90) days of the later of the date the City receives the Tax Information and receives of the City Sales Tax from the Comptroller, or notify Developer that it is unable to verify the taxes paid.
- vi. Notwithstanding the foregoing, the Construction Sales Tax Incentive or Operations Sales Tax Incentive may be reasonably delayed by City to confirm that all City Sales Taxes relating to the Hotel that form the basis for the total amount of the Construction Sales Tax Incentive or Operations Sales Tax Incentive for any given period, have been distributed to the City by the Comptroller.
- vii. To the extent an audit or review by the Comptroller results in an adjustment to the City Sales Taxes paid or remitted by Developer, Developer and City agree to adjust the Construction Sales Tax Incentive or Operations Sales Tax Incentive accordingly to accurately reflect the City Sales Tax paid and/or remitted by Developer with respect to the Hotel. Proof of the Comptroller’s adjustment will be considered a Verification Receipt or Tax Information.
- viii. City and Developer designate this Agreement as a “revenue sharing agreement”, thereby entitling City to request sales and use tax information from the Comptroller, pursuant to Section 321.3022 of the Texas Tax Code, as amended. City shall request in writing that the Comptroller issue sales tax reports pursuant to Section 321.3022 for total sales of taxable items consummated at the Hotel and the payment of City Sales Tax for each sales tax reporting period during the Term hereof. To the extent that the release of any such reports or information regarding the City Sales Tax collected by Developer for the sale of taxable items consummated at the Hotel shall require the consent of Developer, Developer shall provide such consent to City within fifteen (15) days of being requested by City. Developer shall provide the sales tax identification numbers for Developer or hotel operator so that payments can be verified by the City.

- (c) **Performance.** City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement.

SECTION 7. CESSATION OF ADVANCES.

The City shall have no obligation to advance or disburse the financial assistance described

herein if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; (ii) an Event of Default occurs, and it has not been cured within the cure period as detailed in Section 9 of this Agreement; (iii) the Hotel has not received a certificate of occupancy by **December 31, 2025**; or (iv) the Hotel is not operating and open to the public.

SECTION 8. EVENTS OF DEFAULT.

Developer shall produce, at the City's request, all records related to Developer's obligations in the Agreement and all records that may evidence events of default and breach. The Developer may not unreasonably withhold this information. Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or City to comply with or to perform any term, obligation, covenant, or condition contained in this Agreement.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the City by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes and Impositions.** If ad valorem taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, or other charges owed to the City or the State of Texas for the Property, to become delinquent, excluding proper and lawful protests and/or contests of such imposition, and to cure such failure within ten (10) days after written notice thereof from the City, and/or Caldwell County Central Appraisal District is an Event of Default.
- (e) **Failure to Timely Obtain Building Permits or Certificates of Occupancy.** Failure of Developer to obtain building permits for the Facility and/or to obtain certificates of occupancy for the Facility by the deadlines specified in Section 4(c) above.
- (d) **Building Permit Revoked.** If any applicable building permits required for the Facility and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City, and such default is not cured by Developer within thirty (30) days after written notice thereof.
- (g) **Lawsuits.** Developer's filing of any lawsuit against the City is an Event of Default.

SECTION 9. EFFECT OF AN EVENT OF DEFAULT.

In an Event of Default under Section 8 of this Agreement, the non-defaulting Party shall

give written notice to the other Party of any default, and the defaulting Party shall have thirty (30) days to cure said default. Should said Event of Default remain uncured as of the last day of the applicable cure period, and the non-defaulting Party is not otherwise in default, the non-defaulting Party shall have the right to immediately terminate this Agreement or enforce specific performance as appropriate. In the event Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the City to Developer pursuant to Sections 5 and 6 of this Agreement shall become immediately due and payable by Developer to the City, less any funds provided to Developer pursuant to Section 6(a)(ii) of this Agreement.

SECTION 10. INDEMNIFICATION; LIMITATION ON LIABILITY.

- (a) **TO THE EXTENT ALLOWED BY LAW, DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.**
- (b) Except for the City's obligations to provide the financial assistance as set forth in this Agreement, the City, and its past, present, and future officers, employees, contractors, and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Facility and/or the Property, and Developer hereby waives any and all claims against the City for any injury to persons or damage to property in connection therewith. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees, or agents of the City, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the Parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions.

SECTION 11. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in

accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Caldwell County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Caldwell County, Texas. The reference to any percentages, law, statute or code herein shall mean as if existed on the Effective Date or as subsequently amended.

(c) **Assignment.**

- i. Assignment by either Party requires the prior written consent of the other Party; notwithstanding, the Developer has the right, upon written notice to the City and upon receiving consent from the City, which shall not be unreasonably withheld, (to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (a "Developer Assignee") that (i) is or will become an owner of any portion of the Property, or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.
- ii. Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.
- iii. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.
- iv. The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories

(e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the “Notice”) is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Developer: Lockhart Hospitality LLC
4324 Privacy Hedge Street
Leander, Texas 78641
Attn: Laxman Kaparthy and Venkat Jami
Telephone: (508)-904-5297

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Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies Developer of the violation.

- (k) **Form 1295 Certificate.** Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.
- (l) **Non-Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- (m) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
- (n) **Report Agreement to Comptroller's Office.** City covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021).
- (o) **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) full-time employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

- (p) **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) full-time employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.
- (o) **Offsets.** If, and only if, Developer is in default under this Agreement beyond any applicable notice and cure periods, the City may, at their option, but upon prior written notice to Developer, offset any incentives due and payable to Developer under this Agreement against any debt (including Impositions) lawfully due to the City from the Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement, a related agreement, or otherwise, and regardless of whether or not the debt due the City has been reduced to judgment by a court. If the City exercises this right of offset, the City (as applicable) shall provide Developer with a detailed accounting of funds setting forth: (i) the incentive due at such time under this Agreement, (ii) what portion of the incentive due under this Agreement were used to pay other debts due and payable to the City, and (iii) what other debts were paid and in what amounts. The offsets described in this paragraph are in addition to the City's other remedies.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.

CITY:

CITY OF LOCKHART, TEXAS,

A Texas home-rule municipality,

Lew White, Mayor

Date Signed: _____

ATTEST:

Lockhart City Secretary

DEVELOPER:

Lockhart Hospitality LLC

a Texas limited liability company

By: _____

Laxman Kaparthy, its Manager

By: _____

Venkat Jami, Managing Member

Date Signed: _____

Exhibit A
Legal Description

Exhibit B
Depiction of Property

Exhibit C
Concept Plan

**REGULAR MEETING
LOCKHART CITY COUNCIL**

MARCH 7, 2023

6:30 P.M.

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

Council present:

Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Mayor Lew White
Councilmember Brad Westmoreland
Councilmember Kara McGregor
Mayor Pro-Tem Angie Gonzales-Sanchez

Staff present:

Steve Lewis, City Manager
Sean Kelley, Public Works Director
Julie Bowermon, Civil Service/HR Director
Kevin Lunsford, Interim Police Chief

Monte Akers, City Attorney
Randy Jenkins, Fire Chief
Pam Larison, Finance Director
Travis Hughes, Parks Director

Citizens/Visitors Addressing the Council: Gary Dickenson and Katy Kemp of the Farmers Market; Kim Clifton of the Lockhart Chamber of Commerce; Jonathan Gonzales of the Greater Caldwell County Hispanic Chamber of Commerce; Jason Jones of the Gaslight-Baker Theater; Coyle Buhler of the Caldwell County Museum; James Jimenez of Halff Associates; and, Suzy Falgout of Caldwell County Animal Coalition.

Work Session 6:30 p.m.

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

DISCUSSION ONLY

A. DISCUSS CITY COUNCIL MINUTES OF THE FEBRUARY 11, 2023 MEETING.

Mayor White requested corrections. There were none.

G. DISCUSS THE STATE OF THE LOCKHART FARMERS' MARKET.

Mr. Kelley stated that it has come to the City of Lockhart's attention that the organization operating the Lockhart Farmer's Market has dissolved. Since then, a new group of organizers comprised of Gary Dickenson, Katy Kemp and Tara Bittner have stepped forward and are interested in continuing the Farmer's Market held downtown each Saturday. The new organizers also expressed interest in extending the operating hours to 3pm on Saturdays and plan on discussing this request with the downtown businesses.

The new group is also seeking 6-month temporary authorization to operate the Farmers Market so that they may address the following actions:

- Pursue 501 (c)(4) non-profit status
- Establish themselves as a Certified Farmer's Market with the State
- Prepare new bylaws, and
- Change their name from "Lockhart Farmer's Market" to "Farmers and Artisans Market of Lockhart"

The Lockhart Farmer's Market has been conducting themselves under the following conditions established by the interlocal agreement between the City and Caldwell County:

- Obtain/maintain non-profit status
- Certified Farmer's Market with the State
- Use of the inner lanes of the streets on the east, west, and south sides of the Square
- Furnish two restroom facilities, one of which being ADA-compliant (when public restrooms are not available)
- Have market vendors park off the Square, except when loading and unloading
- Operate between the hours of 8am-2pm on Saturdays, setup beginning no earlier than 7:30am with all vendors gone by 2:30pm
- Operate at the Caldwell County Justice Center when conflicting events are held on the Square

Should Council desire to move forward with an interim agreement, staff seeks direction on any amendments to the conditions found in the existing Interlocal Agreements.

Mayor White requested the following to address the Council:

Gary Dickenson, 5211 Seawillow Road, stated that he is involved in continuing the Farmers Market. The organization is working on the 501C4 to continue the market and stated that considering their request to keep the market open until 3:00 p.m. could wait until after they obtain the 501C4.

Katy Kemp, 10823 FM 621, Staples, Texas, explained the difference between a 501C3 and 501C4. The Farmers Market cannot operate under a 501C3 and make a profit. Obtaining a 501C4 would allow the market to give back to the community.

There was discussion.

C. PRESENTATION BY INTERIM POLICE CHIEF LUNSFORD REGARDING THE 2022 RACIAL PROFILING REPORT.

Chief Lunsford stated that State law requires collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made because of those stops.

In addition, State law requires the following:

1. A comparative analysis of the information compiled;
2. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
3. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;
4. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered during those searches and whether the individual detained consented to the search;
5. Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling;
6. Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

7. Whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
8. Location of the stops; and
9. The reason for the stops.

There was discussion.

E. DISCUSS HOTEL OCCUPANCY TAX (HOT) ALLOCATIONS AS RECOMMENDED BY THE HOT ADVISORY BOARD FOR THE 2023 FUNDING YEAR.

Ms. Larison stated that on February 15, 2023, the HOT Advisory Board met to discuss allocations for the 2023 funding year. Organizations were allowed to make presentations to the Board. The following three organizations made formal presentations: Lockhart Chamber of Commerce, the Gaslight-Baker Theatre, and Caldwell County Jail Museum. The total amount requested was \$165,000. After much consideration and discussion, the Board recommended to the Council that the historical recipients receive their total requested amounts. There was discussion about providing additional funding to the Caldwell County Jail Museum in order for them to complete their renovations; an additional \$7,000 was approved by the HOT Board by unanimous vote. Ms. Larison recommended approval.

Ms. Larison stated that the following organizations would make their presentation about how their organization promotes tourism to Lockhart:

Kim Clifton of the Lockhart Chamber of Commerce provided information about how the Chamber promotes tourists to stay in hotels overnight in Lockhart.

Jonathan Gonzales of the Greater Caldwell County Hispanic Chamber of Commerce provided information about how the Chamber promotes tourists to stay in hotels overnight in Lockhart.

Jason Jones of the Gaslight-Baker Theater provided information about how the Theater promotes tourists to stay in hotels overnight in Lockhart.

Coyle Buhler of the Caldwell County Museum provided information about how the Museum promotes tourists to stay in hotels overnight in Lockhart.

There was discussion.

I. DISCUSS MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF LOCKHART AND HALFF ASSOCIATES FOR LOCKHART PARKS & RECREATION DEPARTMENT GENERAL SERVICES AND APPOINTING THE MAYOR TO SIGN THE AGREEMENT FOR PROFESSIONAL SERVICES, IF APPROVED.

Mr. Hughes stated that the City received six responses to the RFP and interviewed three finalists. Halff Associates was selected as the finalist for RFQ 2023-01. If approved, they will be awarded a one-year contract to serve as the Lockhart Parks & Recreation General Services Provider and will be tasked with the renovation of Lockhart's (10) city parks. This Agreement serves as a Master Service Agreement and then individual work authorizations for the specific work to be done that will include the associated fees.

The anticipated immediate projects include:

1. 5-year update to the Parks, Recreation and Open Space Master Plan 2018.
2. Assistance as needed with existing splash pad integration into Lafleur Park, skate park repairs, and

aquatics facility planning.

3. Lions Park renovations.

Mr. Hughes recommended approval.

James Jimenez of Halff Associates provided information about how their organization assists municipalities with park renovations and capital improvements projects. He thanked the Council for allowing their firm to work in Lockhart.

There was discussion.

B. DISCUSS ANNUAL REVIEW OF THE CITY OF LOCKHART EMERGENCY WARNING SYSTEM POLICIES WHICH INCLUDES THE OUTDOOR WARNING SIRENS (OWS) AND THE REGIONAL NOTIFICATION SYSTEM (RNS) IN PARTNERSHIP WITH THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG).

Chief Jenkins stated that severe weather is common in Central Texas from March through November. This includes the typical, peak severe thunderstorm and tornado months from March to June, and it includes the Atlantic hurricane season from June 1 to November 30. The purpose of this agenda item is to complete a routine annual review of the policy and make any needed amendments before the upcoming severe weather season. The current emergency warning system includes both outdoor and indoor warning methods. The Outdoor Warning Sirens (OWS) consist of five (5) electro-mechanical rotating sirens strategically located throughout the city. The sirens are tested on the 1st Monday of each month at 1 p.m. And are maintained through an annual maintenance contract. Due to population growth on the west side, a 6th siren location may be needed in the future (see attached map) at an estimated cost of \$35,000. The OWS system is also in need of an upgrade to the server and software located at dispatch. The estimated cost is \$16,000. Indoor warnings are managed through the CAPCOG Regional Notification System (warncentraltexas.org), which has been implemented for citizens to receive warnings and important information by phone (call or text), and computer (Email), to include automated weather warnings from the National Weather Service (NWS). The current warning system was adopted by Resolution No. 2019-14 on July 2, 2019. Key points of the emergency warning system include the outdoor warning sirens are tested the first Monday of each month; dispatch staff conducts monthly tests in the event of a manual activation; and activation criteria for the sirens was adopted. Outdoor Warning Sirens were activated twice by staff in 2022 for severe weather. The City of Lockhart currently has 11,767 contacts in warncentraltexas.org.

There was discussion.

D. DISCUSS RESOLUTION NO. 2023-02 TO SUSPEND THE EFFECTIVE DATE OF APRIL 10, 2023, FOR THE TEXAS GAS SERVICE CO. GAS RELIABILITY INFRASTRUCTURE (GRIP) ADJUSTMENT.

Mr. Akers stated that on February, 9, 2023, Texas Gas Service Co. (TGS) notified officials in 27 cities in which TGS operates of a GRIP rate increase for its customers that will total \$11,524,441 on a system-wide basis, which will increase the average residential bill by \$2.49 per month. The Gas Reliability Infrastructure Program (“GRIP”) was adopted by the Texas legislature in 2003 to allow gas utilities to increase their rates annually, without going through a contested rate case before the Railroad Commission, to pay for certain infrastructure purchases and investments. The law does not allow cities to suspend the rates in preparation for filing contest to a proposed rate increase, but it does allow a city to suspend a proposed GRIP increase in order to have adequate time to review the proposed increases, analyze information and take appropriate action related to the proposed increase. The purpose of Resolution No.

2023-02 to is to implement that suspension to the extent allowed by the GRIP law (Sec. 104.301 Utilities Code). There was discussion.

F. DISCUSS AUTHORIZING THE MAYOR TO ACKNOWLEDGE AND ACCEPT FUNDING ON BEHALF OF THE CITY FROM THE CDBG-MIT REGIONAL MITIGATION PROGRAM.

Ms. Larison stated that CAPCOG is creating a Method of Distribution (MOD) for \$52,253,000 in Community Development Block Grant (CDBG) Mitigation (MIT) funds for the Texas General Land Office. The funding will provide financial assistance for necessary expenses for activities related to Hurricane Harvey disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing in the most impacted and distressed areas in Bastrop, Caldwell, Fayette, and Lee Counties. CAPGOG advises that the City must indicate our intent in these funds by March 10, 2023. Lockhart is included as a potential recipient of funding in the amount of \$1,889,900. This amount is subject to change due to upcoming public participation process and final MOD approval by the GLO. Due to CDBG-MIT grant requirements, the state is required to reach a certain threshold tied to benefiting low and moderate-income (LMI) persons. Therefore, 50% or \$945,000 of Lockhart's funding must be used for projects that benefit LMI citizens. At this time, staff understands that most infrastructure projects will be eligible. However, the final list of eligible and ineligible projects will be published in May, 2023. The City of Lockhart currently has 9,010 LMI households (57.20%) and qualifies for funding.

Based on a 4-person occupancy (per annum):

Very Low Income base	\$17,850
Low Income	29,750
Low to Moderate	47,600

Ms. Larison recommended approval. There was discussion.

H. DISCUSS PROPOSED RETIREMENT OF POLICE CANINE AND AGREEMENT TO SELL THE RETIRED ANIMAL TO THE HANDLER.

Chief Lunsford stated that the current police canine is between 8-9 years old. Due to age, cost of continuing training / certifications, and current assignment of handler, it is recommended that the dog be retired. It is typical for police dogs to be retired in the 5-7 year old range due to age and diminishing performance. Once retired, the dog must be placed somewhere. Due to the nature of the original training, it is common to sell a retired dog to the handler for a miniscule amount of money and transfer all financial and legal liability to the handler / new owner. The agreement has been reviewed and approved by the City Attorney. Chief Lunsford recommended approval. There was discussion.

RECESS: Mayor White announced that the Council would recess for a break at 8:10 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER,

Mayor Lew White called the meeting to order at 8:25 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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

ITEM 3. PUBLIC COMMENT.

Mayor White requested citizens to address the Council.

Suzy Falgout, 710 S. Commerce, Caldwell County Animal Coalition (CCAC), stated that CCAC is sponsoring an “operation cat fix” in April 2023 to spay/neuter community and feral cats. She stated that CCAC is recruiting individuals to sponsor a trap to catch feral cats. She thanked Raquel and Tommy Barron for hosting a CCAC fundraising event on April 1, 2023.

ITEM 4. CONSENT AGENDA.

Mayor Pro-Tem Sanchez made a motion to approve consent agenda items 4A and 4B. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

The following are the consent agenda items that were approved:

- A. Approve City Council minutes of the February 11, 2023 meeting.
- B. Approve Resolution No. 2023-02 to suspend the effective date of April 10, 2023, for the Texas Gas Service Co. Gas Reliability Infrastructure (GRIP) Adjustment.

ITEM 5-A. DISCUSSION AND/OR ACTION TO CONSIDER HOTEL OCCUPANCY TAX (HOT) ALLOCATIONS AS RECOMMENDED BY THE HOT ADVISORY BOARD FOR THE 2023 FUNDING YEAR.

Councilmember Michelson made a motion to approve the HOT allocations, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 5-B. DISCUSSION AND/OR ACTION REGARDING AUTHORIZING THE MAYOR TO ACKNOWLEDGE AND ACCEPT FUNDING ON BEHALF OF THE CITY FROM THE CDBG-MIT REGIONAL MITIGATION PROGRAM.

Mayor Pro-Tem Sanchez made a motion to approve authorizing the Mayor to acknowledge and accept funding on behalf of the city from the CDBG-MIT Regional Program. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

ITEM 5-C. DISCUSSION AND/OR ACTION REGARDING THE STATE OF THE LOCKHART FARMERS' MARKET.

After discussion, the consensus of the Council was to keep the closing time of the Farmers Market as currently set and to wait to consider the 3:00 p.m. closing until a new interlocal agreement is approved by Council.

Councilmember Michelson made a motion to direct staff to prepare an interlocal agreement with Farmers and Artisans Market of Lockhart consistent with the previous guidelines for Council’s consideration. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 5-D. DISCUSSION AND/OR ACTION TO CONSIDER PROPOSED RETIREMENT OF POLICE CANINE AND AGREEMENT TO SELL THE RETIRED ANIMAL TO THE HANDLER.

Councilmember Michelson made a motion to approve the retirement of the Police Canine and the agreement to sell the retired animal to the handler. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 5-E. DISCUSSION AND/OR ACTION TO CONSIDER A MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF LOCKHART AND HALFF ASSOCIATES FOR LOCKHART PARKS & RECREATION DEPARTMENT GENERAL SERVICES AND APPOINTING THE MAYOR TO SIGN THE AGREEMENT FOR PROFESSIONAL SERVICES, IF APPROVED.

Mayor Pro-Tem Sanchez made a motion to approve a Master Service Agreement with Halff Associates, as presented. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

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

- Council / Planning and Zoning subcommittee on housing/development conducted first meeting.
- New splash pad project on Maple Street.
- Citywide Spring Clean Up Program on Saturday, March 25, 2023.
- Household Hazardous Waste Collection Event will be held Saturday, April 1, 2023 (rain or shine) for Lockhart residents.
- KidFish at City Park on March 18 at 9:00 a.m.
- Cemetery Spring Cleanup will take place March 28 -29, 2023.

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

Councilmember Westmoreland stated that Lockhart State Park has begun the installation of the new irrigation system.

Councilmember Mendoza reminded citizens that the Lockhart Youth Soccer League and Lockhart Little League will begin playing sports soon.

Mayor Pro-Tem Sanchez expressed condolences to the families of Ralph Perez, Sr., Juanita Ignacio, Joni Thompson and the Westmoreland family for their loss. She thanked sponsors of the Lockhart Junior Livestock show.

Councilmember McGregor thanked all involved with the successful Fur Ball fundraising event to benefit the Lockhart Animal Shelter.

Councilmember Michelson congratulated the students that participated in raising funds at the Lockhart Junior Livestock show. He expressed condolences to the Westmoreland family for the loss of a family member.

Mayor White also expressed condolences to families that have lost a loved one. He announced that the recent First Friday had a great turnout.

ITEM 8. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE SECTION 551.074 TO DELIBERATE REGARDING THE APPOINTMENT, EMPLOYMENT, AND DUTIES OF THE LOCKHART CHIEF OF POLICE.

Mayor White announced that the Council would enter Executive Session at 8:43 p.m.

ITEM 9. OPEN SESSION.

Mayor White announced that the Council would enter Open Session at 9:10 p.m.

No action taken.

ITEM 10. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded.
The motion passed by a vote of 7-0. The meeting was adjourned at 9:12 p.m

PASSED and APPROVED this the 5th day of March, 2024.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 5, 2024

AGENDA ITEM CAPTION: Discuss the proposed Texas Monthly 2024 BBQ World's Fair Event Sponsorship Agreement for the November 2-3, 2024 Texas Monthly BBQ World's Fair Event.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: Since 2009, Texas Monthly BBQ Fest has brought together BBQ enthusiasts. In 2022, Texas Monthly held its first BBQ World's Fair in the BBQ Capital of Texas and is seeking to return to Lockhart for a third consecutive year.

This event is slated for November 2-3, 2024 to be held on the Historic Courthouse Square and City Park. Texas Monthly will provide the planning, production, staffing, event lineup, marketing, ticketing services and sponsorships. Other notable details in the agreement include:

- City contribution \$25,000 of in-kind support (permit assistance, street closures, police, and fire responders staff, secure shuttle parking area and event locations)
- \$20,000 monetary sponsorship for digital promotion and \$8,700 payment for (1) full page brand ad in Texas Monthly Magazine
- City logo to be placed on promotional signage
- Minimum general liability insurance requirements

Texas Monthly has representatives to answer any questions regarding the 2024 Event Sponsorship Agreement.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$28,700.00

Account Number: 100-5101-795-00

Funds Available: \$28,700.00

Account Name: Downtown Promotions

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: May 3, 2022- Council entered sponsorship agreement
April 4, 2023- Council entered sponsorship agreement

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully requests direction from the City Council.

LIST OF SUPPORTING DOCUMENTS: 2024 City of Lockhart BBQ Fest, 2024 City of Lockhart Exhibit A

TEXAS MONTHLY 2024 BBQ FEST EVENT SPONSORSHIP AGREEMENT

This Event Sponsorship Agreement (“Agreement”) is entered into by and between Texas Monthly LLC, a Texas limited liability company (“Texas Monthly”) and the City of Lockhart, Texas, a municipality of the State of Texas (“Client”), and governs the terms of Texas Monthly’s presentation of its 2024 BBQ Fest event at the Lockhart venues described in this Agreement (the “Event”) and Client’s sponsorship thereof, in each case on the terms provided in this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Events.

- **Event Description.** This 2-day event comprises (i) a “BBQ World’s Fair” - an open-to-the-public street festival, showcasing barbecue, metalworks, marketplace vendors, and live music and (ii) the “Top 50 Picnic” – the classic, ticketed BBQ celebration that features pitmasters from Texas Monthly’s latest quadrennial list of the Top Fifty barbecue joints in Texas.
- **Sponsorship Fee.** In consideration of Texas Monthly’s presentation of the Event, Client shall pay Texas Monthly a sponsorship fee of \$53,700, comprising the following (i) \$25,000 of in-kind support as described below, (ii) a \$20,000 cash payment in respect of one (1) interactive visual storytelling feature with photos and copy provided by Client, that will be heavily promoted via: 150,000 Brand ROS, 300,000 Promotional ROS, one (1) Homepage Takeover, one (1) ROS Takeover, one (1) sponsored Instagram post, one (1) sponsored Facebook ad and two (2) Traveling Texan Trip Planners and (iii) a \$8,700 cash payment in respect of one (1) full page brand ad in *Texas Monthly* magazine all per the terms of Exhibit A attached hereto and made a part hereof. 50% of these amounts are payable within ten (10) business days of the execution of this Agreement, with the remaining 50% payable no later than ten (10) business days prior to the Event.
- **Event Details –**
 - Day 1 – *BBQ World’s Fair*. This part of the Event will be held in downtown Lockhart, Texas on Saturday, November 2, 2024 from 12 p.m. -7 p.m. This is a partially-ticketed, public event, with an estimated 7,000-10,000 attendees.
 - Day 2 - *Top 50 Picnic*. This part of the Event will be held at City Park in Lockhart, Texas on Sunday, November 3, 2024 from 12 p.m. – 4 p.m. This is a ticketed, public event, with an estimated 4,000 attendees.
 - Client will provide the above venues, and emergency services (police, fire, EMS) for each, at no cost to Texas Monthly, as part of its in-kind consideration payable under this Agreement.
 - Event times are subject to mutual agreement of the parties in advance.
- **Artist/Presenter lineup and Event content.** Texas Monthly shall be responsible for curating and engaging the line-up of artists/presenters for the Event and shall have sole decision-making authority for the content and curation of the Event.
- **In-Kind Support.** The in-kind support to be provided by Client includes the following:
 - All city permitting (street, fire, police, sound, building, parking, etc.) and assistance with all other permitting requirements for the Event. Street closures for downtown Lockhart will be mutually agreed upon by Texas Monthly and Client. Texas Monthly requests access to City Park for Event setup starting at 8am on

Wednesday, October 30, 2024 with exclusive use of the City Park started at 5pm on Friday, November 1, 2024 through 5pm on Sunday, November 3, 2024. All Event material equipment to be removed from City Park grounds by 5pm on Tuesday, November 5, 2024.

- Staffing: police officers/cars for closure and security; stand by EMTs; fire watch, if needed. Texas Monthly to work with Client's safety teams to ensure the necessary personnel is onsite.
 - Venues: securing access to utilities.
 - Transportation: provision of sufficient parking locations with reasonable Event access; school buses for attendee transport; creation of ride share locations; facilitation of any TX DOT meetings that may be required. Texas Monthly is envisioning using the High School as the main parking lot and utilizing LISD school buses for transportation to be provided by Client.
 - Trash will be managed by Texas Monthly-hired cleaning staff, who will also supply receptacles.
 - Texas Monthly will supply portable restrooms at both venues.
- **Texas Monthly Services.** Texas Monthly will provide Client with sponsor logo placement on promotional signage and at the Event, including on digital promotions for the Event. Visual storytelling feature includes 100% share of voice of one interactive feature using photos and copy provided by Client, that will be heavily promoted via: 150,000 Brand ROS, 300,000 Promotional ROS, one (1) Homepage Takeover, one (1) ROS Takeover, one (1) sponsored Instagram post, one (1) sponsored Facebook ad and two (2) Traveling Texan Trip Planners. One full page brand advertisement in *Texas Monthly* is also included in this sponsorship package.

2. **Term.** The term of this Agreement will commence on the date of the last signature below (the "Effective Date") and, unless earlier terminated as provided herein, will continue in full force and effect until December 31, 2024.

3. **Cancellation.** Either party may terminate this Agreement for any or no reason with not less than one hundred twenty (120) days prior written notice before the Event date, with no further obligations, except that the terminating party shall be obligated to pay or promptly reimburse the other party for any unavoidable costs incurred by the non-terminating party as a consequence of such termination (e.g., guaranteed artist fees). Texas Monthly also retains the right to cancel any portion of or all of the Event at any time for cause, including, without limitation, safety concerns, Client's non-compliance with this Agreement, or for other reasons as set forth herein, after advance notice and opportunity to cure as follows: (a) more than two weeks prior to the Event, the notice and cure period shall be 72 hours; and (b) for the two weeks prior, the notice and cure period shall be 24 hours. Upon termination of this Agreement, all rights granted to Client under this Agreement, including any trademark rights, shall immediately cease. Client acknowledges that failure to comply with its trademark obligations under this Agreement will result in immediate and irreparable harm to Texas Monthly, entitling it to injunctive and any and all other appropriate relief.

4. **Event Revenues.** Texas Monthly shall be entitled to 100% of the proceeds of any third-party sponsorships it procures for the Event.

5. **Event Marketing.** Texas Monthly, at a minimum, will provide (i) six (6) full page print ads promoting the event and one full page print recap ad in *Texas Monthly* magazine, as well as TexasMonthly.com, promoting the Event and including logos of all Event sponsors; (ii) social media and email marketing consisting of four (4) Facebook posts, four (4) Instagram posts, four (4) twitter posts, and four (4) email blasts promoting the event; (iv) a dedicated Facebook event page; (v) an Event page on texasmonthly.com; an (vii) an Event program that includes Event sponsor logos for each day of the Event.

6. **Content Capture.** Texas Monthly shall have the sole and unlimited right to and permit others the right to

record, stream, photograph or otherwise reproduce or distribute any audio, video or photographs of the Event. Except to the extent otherwise expressly approved in writing by Texas Monthly, Client shall not record, reproduce, or transmit any portion of the Event in any manner or by any means whatsoever, nor permit or cause others to do so; provided, however, that Client may take photographs solely for use on its website, social media platforms, e-newsletters and year-end reporting, so long as no images of artists or performers at the Event are captured within such photography.

7. **Texas Monthly Trademarks.** Texas Monthly authorizes Client to use Texas Monthly's name and logo in connection with, and solely for purposes of, the promotion of the Event. Such use shall strictly comply with any use guidelines provided by Texas Monthly to Client. All rights not licensed herein are explicitly reserved by Texas Monthly.

8. **Compliance with Laws.** Client acknowledges that Texas Monthly reserves the right to impose rules and requirements applicable to the Event and/or the activities of Client in connection with the Event, and Client shall promptly take such corrective action as Texas Monthly may reasonably require in order to maintain and/or conform to any such rules or requirements. Client acknowledges that local, state and federal entities have rules and regulations which may impact activities and promotions during the Event. Each party shall ensure that its activities under this Agreement comply with all federal, state and local laws, ordinances, codes, rules, and regulations.

9. **Insurance.**

(a) Client will procure and maintain, at its own expense, Commercial General Liability ("CGL") insurance with a combined single limit of not less than \$1 million per occurrence and \$2 million in the aggregate, which policy must be in full force and effect for the Event and any associated load-in and load-out times before and after the Event. This policy must be taken out in the name of the Client and must specifically identify Texas Monthly LLC, and its officers, employees and agents as additional insureds. No later than thirty (30) days prior to the Event, Client shall provide Texas Monthly with proof of such insurance.

(b) Failure of Client to provide proof of liability insurance is grounds for termination of this Agreement by Texas Monthly but does not waive any other rights Texas Monthly has hereunder or otherwise.

(c) CLIENT WAIVES ALL RIGHTS OF SUBROGATION AGAINST TEXAS MONTHLY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS OR EMPLOYEES AND REPRESENTATIVES TO THE EXTENT OF ALL LOSSES OR DAMAGE COVERED BY ANY POLICY OF INSURANCE. CLIENT AGREES TO ADVISE ITS INSURER OF SUCH WAIVER, AND OBTAIN ALL ENDORSEMENTS REQUIRED FOR SUCH WAIVER TO BE EFFECTIVE.

(d) Texas Monthly will procure and maintain, at its own expense, CGL insurance at the same coverage required of Client above.

10. **General Release.** Client expressly releases and discharges Texas Monthly from any and all liabilities for any loss, injury, or damages to any and all person(s) or property that may be sustained by reasons of Client's or its representatives' occupancy of the Event venue.

11. **Indemnification.** Client assumes full responsibility for and, to the extent allowed by law, shall indemnify, defend and hold harmless Texas Monthly and its successors, assigns, parents and subsidiaries, and the officers, directors and employees of each of them, from and against any and all claims, losses, actions, damages, expenses and all other liabilities, including, without limitation, costs and reasonable attorneys' fees arising out of or in connection with (a) any acts or omissions of Client or any of its agents, assigns, contractors or their employees; (b) any of the foregoing parties' unauthorized use of intellectual property, including without limitation, trademarks owned by Texas Monthly, or (c) Client's breach of any obligation, representation or warranty contained in this Agreement. This obligation to indemnify will survive the expiration or termination of this Agreement.

12. **Damages Waiver.** EXCEPT WITH RESPECT TO CLIENT'S INDEMNIFICATION OBLIGATIONS HEREUNDER, OR INFRINGEMENT OF TEXAS MONTHLY'S INTELLECTUAL PROPERTY, AND NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR SIMILAR DAMAGES, WHETHER BASED ON CONTRACT, TORT, WARRANTY, OR OTHER LEGAL OR EQUITABLE GROUNDS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR OTHER PECUNIARY LOSS, ARISING OUT OF THIS AGREEMENT OR THE SERVICES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF CAUSED BY THE NEGLIGENCE OF THE OTHER PARTY.

13. **"As Is" Nature.** EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY PRODUCTS SERVICES, OR PROPERTY PROVIDED OR TO BE PROVIDED BY TEXAS MONTHLY HEREUNDER ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, ARE MADE WITH RESPECT TO THE SAME, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. **Representations and Warranties.** Each party represents and warrants to the other party that: (a) it has the full power and authority to enter into this Agreement and to carry out the provisions thereof; (b) the person executing this Agreement on behalf of such party is authorized to do so; (c) the rights granted hereunder shall not violate any law or infringe upon the rights of any third parties; and (d) such party shall comply with all laws, ordinances, or governmental rules or regulations and order applicable to presentation of the Event.

15. **Notices.** All notices hereunder shall be given in writing and delivered by hand, email, mail, or overnight courier (e.g., FedEx, UPS or DHL) to the other party hereto. Notices so given and addressed shall be deemed to have been given and effective as follows: (i) if by hand, when personally delivered; (ii) if by email, on date of computer record, provided no rejection notice is issued by the sender's email server; (iii) if by mail, five (5) calendar days after dispatch by the sending party, or (iv) if by overnight courier, on the next business day after dispatch by the sending party. Notwithstanding the foregoing, if the day or time of transmission by email is not during the normal business hours of a business day, then such notice shall be conclusively deemed to have been received during the next business day. shall be given to Texas Monthly and to Client, respectively, at the address below and shall be in writing, postage or delivery charges prepaid. The addresses for notices (until notice of a change thereof is provided in writing pursuant to the terms hereof) shall be as set forth below. Either party may change the address at which it is to receive notice by giving notice thereof to the other Party.

If to **CLIENT**:
City of Lockhart
Attn: Mayor (Lew White)
Address: 308 W. San Antonio Street
Lockhart, Texas 78644
Email: lwhite@lockhart-tx.org

If to **TEXAS MONTHLY**
Texas Monthly LLC
Attention: Jalaane Levi-Garza, Chief Revenue Officer
816 Congress Ave., Suite 1700
Austin, Texas 78701
Email: jlevigarza@texasmonthly.com

with a copy, which shall not constitute notice, to Charlie San Miguel, General Counsel, at csanmiguel@eprod.com

16. **General Provisions.** Nothing contained in this Agreement establishes a partnership or joint venture with Texas Monthly. This Agreement shall be governed by the laws of the State of Texas and exclusive venue for all disputes arising under or related to it shall lie in a court of proper jurisdiction in Harris County, Texas. The obligations set forth herein relating to indemnification, limitations of liability, governing law and venue, and general provisions shall survive the expiration or earlier termination of this Agreement. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms. This document represents the entire agreement of the parties with respect to the subject matter hereof and cannot be amended except by a writing signed by both parties. Headings are included for convenience only and will not be used to construe this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an original. The language of this Agreement shall be construed simply and according to its fair meaning, and shall not be construed for or against any party as a result of the source of draftsmanship.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

ACCEPTED AND AGREED TO:

CITY OF LOCKHART

Signature: _____

Printed Name: Lew White

Title: Mayor

Date: _____

TEXAS MONTHLY LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A
Brand Ad
(See Attached)

EXHIBIT A

PRINT

HIGH IMPACT PRINT CAMPAIGN

Share your message in the pages of *Texas Monthly* alongside content which naturally aligns with your brand.

Texas Monthly recommends the following issue:

May 2024: Pop Culture & TV + Environment

• Additional Content: BBQ and Summer Travel

Each Issue Includes:

1. One (1) full page, four color brand ad
2. Bonus paragraph in Travel planner
3. Listing on the in-book reader reply card
4. All leads generated from the reader reply card sent to the advertiser
5. Mark Your Calendar event listing on TexasMonthly.com
6. Creative provided by City of Lockhart

INVESTMENT: \$8,700 NET PER FULL PAGE

FLIGHT DATES: MAY 2024

IMPRESSIONS: 2.45 MM PER ISSUE



DIGITAL

VISUAL STORYTELLING FEATURE

This visual and turnkey unit is the perfect way for Lockhart to engage with travelers across the state in a high-impact and interactive way. Utilizing photography, videos, infographics, illustrations, social feeds and more, this delivery invites *Texas Monthly* readers to understand both the place and feeling that come with visiting The Little City with the Big Heart.

With direction from Lockhart, this program is built by *TM Studio*, guaranteeing the closest alignment with *Texas Monthly's* voice possible.

Includes:

1. 100% SOV of one interactive visual story
 - Photos and copy provided by Lockhart
2. 150,000 Brand ROS and 300,000 Promo ROS
3. One (1) Homepage Takeover and one (1) ROS Takeover
4. One (1) Instagram post, one (1) Facebook ad and two (2) Traveling Texan Trip Planner Listings

INVESTMENT: \$20,000 NET

FLIGHT DATE: SEPTEMBER - NOVEMBER 2024

METRIC: 1MM + ESTIMATED IMPRESSIONS

Live Example



EXHIBIT A

PRINT

HIGH IMPACT PRINT CAMPAIGN

Share your message in the pages of *Texas Monthly* alongside content which naturally aligns with your brand.

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CAN YOU TRADEMARK
LOCKHART?
BY CHRISTIAN WALLACE

THE 25 BEST
NEW TAQUERIAS
BY JESSIE K. SALAT

HUNTSVILLE PRISON VS.
750,000 BATS
BY EMILY MCCULLAR

TexasMonthly

MINORITY
PILE

How 3% of Texas
shots for the

BY A.Z.C.

ADVERTISEMENT




Lockhart

HISTORY AND BEYOND

WHEN LOCKHART IS MENTIONED,
MOUTHS ALL ACROSS TEXAS
BEGIN TO WATER.

The city's contribution to Texas 'nue was recognized officially by the Texas Legislature in 2010 when lawmakers designated Lockhart as the "Barbecue Capital of Texas." The history of barbecue in Lockhart goes as far back as we can trace the history of barbecue anywhere in Texas, and the legend of the first joints in Lockhart continues to this day.

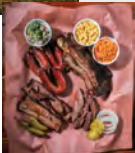
Combine the years of operation of Kerns Market, Original Black's Barbecue, Smitty's Market, and Chisholm Trail Barbecue and you get a history of over 200 years of 'nue. The joints also serve a mindboggling 250,000 people a year. That's quite a boon to the Lockhart economy, but recent economic developments are ushering in an exciting new future for the city, ensuring that Lockhart will soon be as closely associated with business and culture as it is with barbecue.

Mill Scale Metal Works, a maker of fine crafted smokers, will bring new jobs to the city by building a new manufacturing facility and retail storefront. Revival Cycle is moving its corporate headquarters to a 30,000 square foot building in downtown Lockhart, creating upwards of 50 jobs. Iron Ox, a company that uses AI and robots to rebuild engines, has one Lockhart location and is currently constructing a second.

New industry brings new residents. Lockhart is experiencing unprecedented growth as folks have begun to flock to the charming city.

Lockhart will always be the Barbecue Capital of Texas. After all, the Texas Legislature officially proclaimed its status as such—but Lockhart is rapidly becoming known for even more. Just as great food brings people together, so does a bustling cultural scene and an economy with an eye towards what lies ahead. Come for the historic BBQ, stay for the bright new future!

FOOTNOTES BY ROBERT GONZALEZ



COVER: © Global County Courthouse in downtown Lockhart
2: Mill Scale Metal Works creates jobs in an underutilized area of old downtown
3: A full plate from Lockhart's best barbecue

Produced by
Texas Monthly Studio
in partnership with



For more information, visit
TexasMonthly.com/Lockhart.
Barbecue and Beyond

DIGITAL

VISUAL STORYTELLING FEATURE

This visual and turnkey unit is the perfect way for Lockhart to engage with travelers across the state in a high-impact and interactive way. Utilizing photography, videos, infographics, illustrations, social feeds and more, this delivery invites *Texas Monthly* readers to understand both the place and feeling that come with visiting The Little City with the Big Heart.

With direction from Lockhart, this program is built by *TM Studio*, guaranteeing the closest alignment with *Texas Monthly's* voice possible.

Includes:

1. 100% SOV of one interactive visual story
 - Photos and copy provided by Lockhart
2. 150,000 Brand ROS and 300,000 Promo ROS
3. One (1) Homepage Takeover and one (1) ROS Takeover
4. One (1) Instagram post, one (1) Facebook ad and two (2) Traveling Texan Trip Planner Listings

INVESTMENT: \$20,000 NET

FLIGHT DATE: SEPTEMBER - NOVEMBER 2024

METRIC: 1MM + ESTIMATED IMPRESSIONS

A relative newcomer in Lockhart, Chisholm Trail Barbecue has been around for a short, blink-and-you'll-miss-it 44 years. In a town where the new kid on the block has been serving quality 'cue for almost five decades, you know you're in the Barbecue Capital of Texas. Serving a delightful assortment of meats, Chisholm Trail Barbecue bills itself as the place "where the locals eat."



Chisholm Trail bills itself as "where the locals eat" and you'll often find a line of cars in the drive-thru. Photo by Robert Gurnea



Lockhart
The BBQ Capital of Texas

Barbecue and Beyond

How the Historical BBQ City of Lockhart is Looking Forward



Smitty's Market in the early morning on Lockhart square. Photo by Robert Gurnea

Barbecue is often a family affair, and Smitty's Market is no exception. Begun by the daughter of Lockhart barbecue legend Edgar A. "Smitty" Schmidt, Smitty's Market is in the original location of Kreuz Market and uses the same pit her father smoked on since he bought the place in 1948 after working for the Kreuz Family since he was 13.

[Live Example](#)

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 5, 2024

AGENDA ITEM CAPTION: Discuss the release of a 15-foot wide blanket utility easement located at 1925 FM 2001.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The developers of Real Cold Storage located at 1925 FM 2001 expressed to city staff that they would like to resolve issues with a utility easement on the subject property that was original granted to Polonia WSC on June 30, 1971. This utility easement that was granted is a 15ft wide easement and encompasses a 2 1/2" water main that was placed on the property. However, the current easement reads "blanket in nature".

In 2021, the City of Lockhart acquired this water service area (CCN- Certification of Convenience and Necessity), which includes this easement along with other previously granted easements in the acquired service area.

Terminating this existing easement and reestablishing a new easement for the new 16" water main to be constructed within noted metes and bounds will clear up future confusion of the boundaries of the easement. City staff has no issues with the release of the utility easement and prefer having the easement recorded on the final plat for the property.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends release of utility easement.

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: #39036374v3_imanagework.jw.com_ - Release of Right-Of-Way Easement Agreement - City of Lockhart, Real Cold Project Vicinity Map, 1971 Utility Easement, V136 P422 (002)

RELEASE OF EASEMENT AGREEMENT

THIS RELEASE OF EASEMENT AGREEMENT (“*Release*”) is executed by the **City of Lockhart, a Texas home-rule municipal corporation, Caldwell County, Texas** (“*the City*”).

RECITALS:

A. Carl Waller Jr., as grantor, executed that certain Right-of-Way Easement Agreement, dated July 30, 1971, recorded in Volume 346, Page 49 and Volume 352, Page 366, of the Deed Records of Caldwell County, Texas, which granted Polonia Water Supply nka Aqua Water Supply (“*Aqua*”) an easement for the installation of a water pipeline across the property described therein (“*Waller Easement*”);

B. John T. McCormick, as grantor, executed that certain Right-of-Way Easement Agreement, dated June 16, 1992, recorded in Volume 136, Page 422, of the Official Public Records of Caldwell County, Texas, which granted Aqua an easement for the installation of a water pipeline across the property described therein (the “*McCormick Easement*” and together with the Waller Easement, the “*Easements*”).

C. The Easements were assumed by the City of Lockhart, a Texas home-rule municipal corporation, Caldwell County, Texas (the “*City*”).

B. The City has agreed to release the Easements.

NOW THEREFORE, in consideration of the premises, Ten and No/100 Dollars (\$10.00), and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City agrees that the Easements are hereby released and are of no further force or effect.

EXECUTED on _____, 2024.

CITY OF LOCKHART,
a Texas home-rule municipal corporation

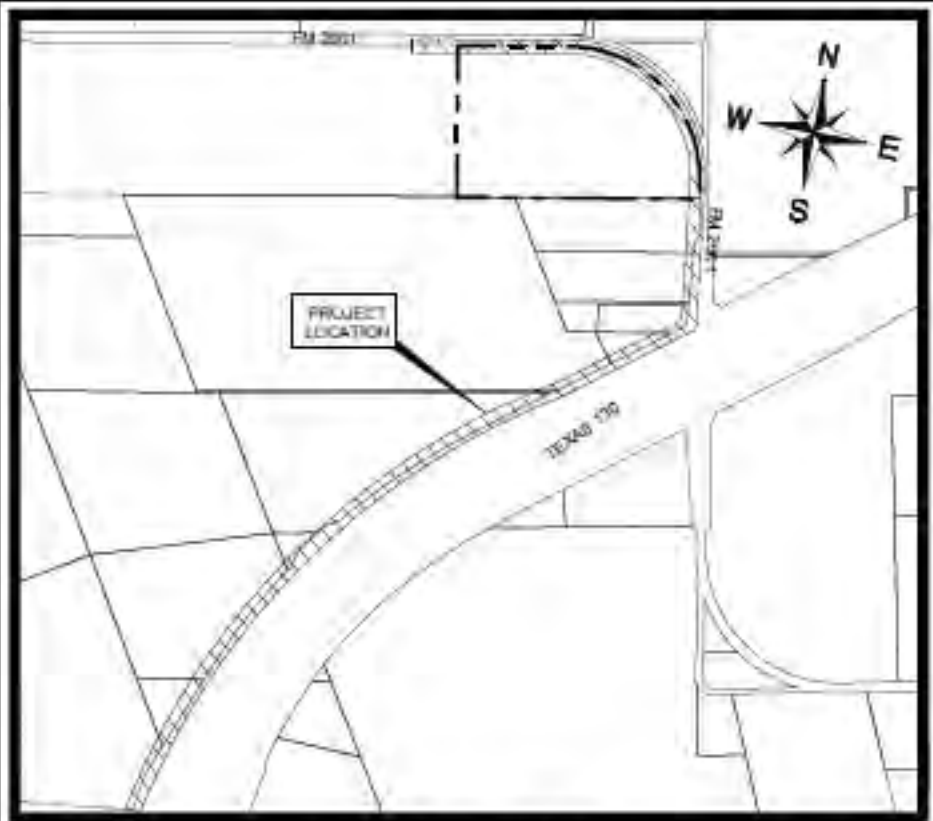
By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

 This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2024, by _____, as _____ of City of Lockhart, a Texas home-rule municipal corporation, on behalf of said corporation.

[SEAL]

Notary Public ★ State of Texas



VICINITY MAP

2605

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration

2461

RIGHT OF WAY EASEMENT (General Type Easement)

36
27
KNOW ALL MEN BY THESE PRESENTS, that Carl Walker Jr. U.S. Marshal, hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Salonia Water Supply Corp hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove pipe line C.W.J.

over and across the following land owned by Grantor in Caldwell County, State of Texas: 180 Acres, C. Crenshaw Survey. Described in Volume 299 Page 63 Deed Records, Caldwell County, Texas together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 80 ft in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 10 ft in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

FEDERAL LAND BANK SAN MARCOS, TEXAS
IN WITNESS WHEREOF the said Grantors have executed this instrument this 30 day of July, 19 71.

Carl Walker Jr.

THE STATE OF TEXAS }
COUNTY OF Caldwell }

SINGLE ACKNOWLEDGEMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Carl Walker Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of July, A. D. 19 71.

Mrs. Marilyn Rojas
Notary Public in and for
Caldwell, County, Texas

(SEAL)

2605
2401

Good Willing Jr
Release With Deputy

Re-FILED FOR RECORD
AT 4:00 O'CLOCK
NOV 3 1972

WILLIE B BANISTER
Clerk, County Court, Caldwell County, Texas
Willie B. Banister

Handwritten notes and stamps

THE STATE OF TEXAS }
COUNTY OF CALDWELL

I, WILLIE B BANISTER, Clerk of the County Court of Caldwell County, Texas do hereby certify that the foregoing instrument of writing dated the 30 day of July A. D. 1971, with its Certificate of authentication was filed for record in office on the 3 day November A. D. 1972, at 4:00 o'clock P.M., and duly ^{re}recorded this 28 day of November A. D. 1972, at 12:55 o'clock P. M., in the Deed Records of said County, in Volume 352 on pages 366.

WITNESS my hand and the seal of office, at office in the City of Lockhart, on the day and year last above written.

WILLIE B BANISTER
Clerk, County Court, Caldwell County, Texas
By *Kathleen Royal* Deputy

THE STATE OF TEXAS }
COUNTY OF CALDWELL

I, WILLIE B BANISTER, Clerk of the County Court of Caldwell County, Texas do hereby certify that the foregoing instrument of writing dated the 30 day of July A. D. 1971, with its Certificate of authentication was filed for record in office on the 11 day November A. D. 1971, at 10:00 o'clock A. M., and duly recorded this 15 day of November A. D. 1971, at 11:35 o'clock A. M., in the Deed Records of said County, in Volume 346 on pages 49.

WITNESS my hand and the seal of office, at office in the City of Lockhart, on the day and year last above written.

WILLIE B BANISTER
Clerk, County Court, Caldwell County, Texas
By *Kathleen Royal* Deputy

VOL 136 PAGE 422

RIGHT OF WAY EASEMENT
(General Type Easement)

953944

KNOW ALL MEN BY THESE PRESENTS, that John T. McCormick
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other
good and valuable consideration paid by Colonia Water Supply
(hereinafter called "Grantee"), the receipt and sufficiency of which is hereby ac-
knowledgeed, does hereby grant, bargain, sell, transfer, and convey to said Grantee,
its successors, and assigns, a perpetual easement with the right to erect, construct,
install and lay and thereafter use, operate, inspect, repair, maintain, replace, and
remove water distribution lines and appurtenances over and across 172.718 acres
of land, more particularly described in instrument recorded in Vol. 39, Page 213,
Deed Records, Caldwell County, Texas, together with the right of ingress
and egress over Grantors' adjacent lands for the purpose for which the above mentioned
rights are granted. The easement hereby granted shall not exceed 15' in width, and
Grantee is hereby authorized to designate the course of the easement herein conveyed
except that when the pipe line(s) is installed, the easement herein granted shall be
limited to a strip of land 15' in width the center line thereof being the pipe line
as installed.

The consideration recited herein shall constitute payment in full for all damages
sustained by Grantors by reason of the installation of the structures referred to here-
in and the Grantee will maintain such easement in a state of good repair and efficiency
so that no unreasonable damages will result from its use to Grantors' premises. This
Agreement together with other provisions of this grant shall constitute a covenant
running with the land for the benefit of the Grantee, its successors, and assigns. The
Grantors covenant that they are the owners of the above described lands and that said
lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial
assistance. This easement is subject to the provisions of Title VI of the Civil Rights
Act of 1964 and the regulations issued pursuant thereto for so long as the easement
continues to be used for the same or similar purpose for which financial assistance
was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 16th
day of June, 19 92.

John T. McCormick
Cynthia McCormick

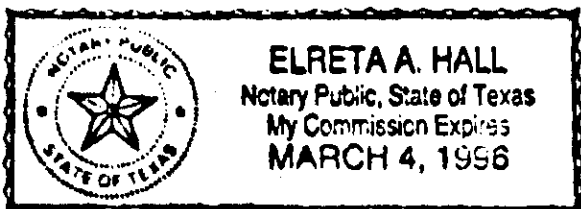
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Caldwell

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on
this day personally appeared John T. McCormick
known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing
instrument, and acknowledged to me that he (she) (they) executed the same for the pur-
poses and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 16th day
of June, 19 92.

(Seal)



Elreta A. Hall

Notary Public in and for

Caldwell

County, Texas

Any provisions herein which restricts the sale, rental or use of the described property because of color or race is hereby declared null and void under Federal law
STATE OF TEXAS
COUNTY OF CALDWELL
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Real Property of Caldwell County Texas on

FILED this 8th day of Nov. 1995

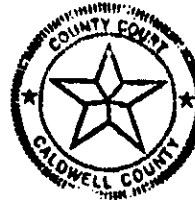
3:30 P M

NINA S. SELLS

COUNTY CLERK, CALDWELL COUNTY, TEXAS

By Zoraida Ray Deputy

NOV 13 1995



Nina S. Sells
COUNTY CLERK
CALDWELL COUNTY, TEXAS

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 5, 2024

AGENDA ITEM CAPTION: Discuss Work Authorization No. 5 for Halff Associates under the Master General Services Agreement to provide assistance in identifying funding opportunities and potential site due diligence for a proposed aquatic facility.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: Due to the age and poor condition of the existing municipal pool, an Aquatics Committee was formed in January 2023 to determine the feasibility of constructing a new aquatic facility, and to determine the scope and programming that would best serve the Lockhart community. In July 2023, Council approved Work Authorization #4 for Halff & Associates and Water Technology Incorporated to develop two project concepts and budgets. The final concept and budget was presented to Council and accepted in October 2023. Council directed staff to determine potential sites for the new facility and potential funding sources.

PROJECT SCHEDULE (if applicable): Project will begin immediately.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): \$19,200 will be required to fund this Work Authorization. This amount falls within the \$150,000 spending cap of the Master General Services Agreement approved on March 7, 2023. A portion of those original funds lapsed from the Parks & Recreation Budget at the end of the FY 2023 fiscal year and will need to be reappointed.

PREVIOUS COUNCIL ACTION: Council previously approved a Master General Services Agreement with Halff Associates in February 2023 to provide a variety of project management work authorizations. Work Authorization #4 provided for aquatic consulting & visioning and a feasibility study for building a new aquatic facility. Work Authorization No. 5 will build on that by identifying funding opportunities and determining a potential site for construction.

COMMITTEE/BOARD/COMMISSION ACTION: The Aquatics Committee has been integral to this entire process, which began in January 2023. This is composed of members from the Parks Board, Caldwell County Commission, and Lockhart ISD.

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Approval

LIST OF SUPPORTING DOCUMENTS: WA #5_ Lockhart Grant and Site Due Dlligence (003)



February 22, 2024

Attn: Travis Hughes, Director of Parks & Recreation
City of Lockhart
308 W San Antonio Street
Lockhart, Texas 78644

Re: City of Lockhart Parks & Recreation General Services Contract, Work Authorization #5

Dear Mr. Hughes,

HALFF is pleased to submit this proposal for Work Authorization #5 for assistance in identifying funding opportunities and potential site due diligence for a proposed aquatic facility for the above referenced project.

Per our understanding of the requirements, we propose the attached Scope of Services (Exhibit 'A'). The estimate is on an hourly not to exceed basis.

We appreciate the opportunity to provide the services indicated herein and look forward to working with the City on this project. Please feel free to contact me if you have any questions or comments concerning this proposal.

Sincerely,

A handwritten signature in black ink that reads "Kari Biddix". The signature is written in a cursive, flowing style.

Kari Biddix, PLA, LI, ASLA
Program Manager

WORK AUTHORIZATION NUMBER 5

This Work Authorization is made this _____, 2024 under the terms and

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

The City has retained HALFF to provide professional services necessary to provide assistance in identifying funding opportunities and potential site due diligence for a proposed aquatic facility, (the "Project")

Section A. - Scope of Services

A.1. HALFF shall perform the following Services:

Per Exhibit A - Scope of Work

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

Per Exhibit A – Scope of Work

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

Per Exhibit A – Scope of Work

Section B. - Applicable Period and Schedule

This Work Authorization shall be effective as of _____ and continue until August 31st, 2024. HALFF shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, City shall pay to HALFF on an hourly-basis with the not-to-exceed amount of \$19,200.00, payable according to the attached Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by City to HALFF according to the Rate Schedule and terms of the Agreement.

Section D. - City's Responsibilities

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

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

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

Section E. - Other Provisions

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

E.1. Not applicable.

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

Lockhart, Texas
(City)

Halff Associates, Inc.
(HALFF)

By: _____

By: _____

Name: _____

Name: James Hemenes

Title: _____

Title: Director of Landscape Architecture

Date: _____, 20__

Date: _____

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

PURPOSE

The purpose of this service is to provide the City of Lockhart assistance in identifying funding opportunities and potential site due diligence for a proposed aquatic facility.

BASIC SERVICES

A. Recreation Grants Consultation Services

The purpose of this service is to provide the City of Lockhart consultation as it pertains to recreation grant opportunities. This consultation service will have a focus on pre-positioning the City for grant awards, planning, and phasing of grant-focused items. Halff is available to continue assistance as a trusted advisor, grant writer, and/or grant administrator for tasks that exceed this Scope of Work.

Task 1: Recreation Grant Support and Guidance

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

1. Attend one (1) virtual kick-off conference call meeting with the City to identify long-lead items for potential grant programs, most likely TPWD Local Parks Grants Due August 1, 2024.
 - a. **Deliverable:** Digital copy of meeting minutes
2. Attend up to six (6) virtual progress meetings to discuss project status and project developments, upcoming grant deadlines, specifications, and details.
 - a. **Deliverable:** Digital copy of meeting minutes
3. Halff will coordinate with agencies and stakeholders involved in the project, including the Independent School District
4. Halff will identify and collate if needed, exhibits and attachments required by the identified grant program, which may include a site plan, project location map, vicinity map, aerial photo and photo pages of the project, authorizing resolution, certification of assurances, letters of support, map of the floodplain, NFIP Insurance evidence, letter of assuring match, environmental checklist, budget, Section 106 Compliance, maps illustrating sensitive resource, support for sustainable claims, subject matter expert coordination and support, and evidence of community support.
5. Provide written comments on the grant application narrative to be submitted by the City.

Deliverables: Digital copy of grant application comments

B. Site Due Diligence Consulting Services

The City of Lockhart is in the planning stages for a new aquatic center (open air swimming pool) to serve their community. The city has identified potential sites that may be suitable for the construction of this facility and is looking for assistance in the evaluation of the targeted sites.

Task 1: Site Investigation and Due Diligence

Halff will perform due diligence research on up to 4 sites as identified by the Client. Due diligence effort will consist of desktop research and gathering of information of each site to identify the information listed below. The purpose of the investigation is to provide the City of Lockhart a high level opinion of the advantages and challenges for each site.

1. Visit each of the four identified sites during a single day and trip to Lockhart.
2. Review of platting status and determine restrictions/requirements for the development of the property, as available in public information.
3. Review of current zoning and applicability to the proposed development.
4. Site access evaluation and review of thoroughfare plans.
5. Water and wastewater availability from existing information available.
6. Review of floodplain FIRM to identify any floodplain issues.
7. Review of general drainage patterns across the site and identify any potential impacts.
8. Review existing data provided by the City of Lockhart, if available.

Deliverables: A 2 page maximum written summary of the findings for each site.

Assumptions

1. The Client will provide the property address and/or parcel numbers of the properties to be evaluated.
2. The Client will provide the overall SF (max range if not yet defined) for the aquatic center development to be considered for the due diligence effort.
3. The Client will allow Halff to contact utility companies or the appropriate jurisdictions and utility companies to inquire about requirements for development.

Exclusions

1. Survey, environmental assessments, geotechnical investigations or traffic studies of any type are excluded.
2. Site visits above those identified in the scope of services.
3. Attending meetings outside of the office. Reasonable requests for virtual meetings or conference calls are expected and included in the scope of work.
4. Title commitment research.
5. Development of concept site layouts.
6. Design services of any kind.
7. Pre-application conferences with reviewing entities.
8. Capacity calculations for water, wastewater and storm.
9. Preparation of construction budget estimates

SCHEDULE

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

EXHIBIT B
BASIS OF COMPENSATION
HALFF ASSOCIATES, INC

Basic Services as described in 'EXHIBIT A' will be provided for a total lump sum fee of \$19,200.00. The overall fee total shown will not be exceeded without prior written authorization by the CITY.

Reimbursable Expenses of \$500.00 shall include expenses for supplies, equipment, transportation and travel, printing of plans, presentation boards, graphic boards and similar incidentals. Proof of reimbursable expenses shall be provided to the City with the respective invoice.

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

PROFESSIONAL SERVICES FEES

Recreation Grants Consultation Services	\$	8,000.00
Site Due Diligence Consulting Services	\$	10,700.00
Subtotal Professional Services	\$	18,700.00
<u>Reimbursable Expenses (Allowance)</u>	<u>\$</u>	<u>500.00</u>
Total	\$	19,200.00

BILLING RATES

Professional Services and Engineering Fees

Funding Resources & Land Development

(Through June 2024)

<u>Job Title</u>	<u>Rate/Hr</u>
Administrative II	\$125.64
Administrative IV	\$148.45
Administrative V	\$246.72
CADD/BIM Technician	\$90.00
Civil Engineer EIT/Graduate	\$135.00
Civil Engineer	\$200.00
Senior Civil Engineer	\$240.00
Designer	\$120.00
Senior Designer	\$190.00
Project Manager	\$200.00
Senior Project Manager	\$250.00
Principal	\$320.00
Consultant & Outside Services	Cost + 10%
Contractors, Equipment & Materials	Cost + 10%
Living Expenses Incurred (including mileage)	Cost
Mileage billed at IRS approved rate	

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 5, 2024

AGENDA ITEM CAPTION: Discuss the proposed First Addendum to the Interlocal Cooperation Agreement between Lockhart Independent School District (LISD) and the City of Lockhart regarding School Resource Officers (SRO) to include reimbursement from LISD to the City for SRO special assignment stipend.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The City of Lockhart and the Lockhart Independent School District (LISD) currently have an Interlocal Cooperation Agreement (ILA) for the Lockhart Police Department to provide School Resource Officers (SRO) to LISD throughout the calendar school year. The agreement details the SRO program structure, services to be provided, general duties and responsibilities, training, financial responsibilities and equipment, and the relationship between the parties.

At the request of LISD, the purpose of the proposed First Addendum to the current ILA is to provide for reimbursement from LISD to the City for the amount of the SRO special assignment stipend paid to SROs from March 25th, 2024, through May 26th, 2024; the end of the 2023-24 school year.

LISD is requesting and will fund a temporary increase in the current SRO special assignment stipend to provide a parity pay rate consistent with rates paid to off-duty officers providing similar services to the school district. The current stipend is \$200 per month. The proposed temporary increase will provide an additional \$1,080 per week for nine weeks.

This addendum is expected to be considered by the LISD Board soon. Amendments to Ordinance 2018-07 will be considered on a separate agenda item which follows.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): If approved, the temporary increase in special assignment stipend expense will be offset by additional revenue to the General Fund received from Lockhart ISD for SRO services. Request for reimbursement as outlined in the SRO Interlocal

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Cooperation Agreement will be submitted to LISD at the end of the 2023-2024 school year.

PREVIOUS COUNCIL ACTION: Council approved the current SRO Interlocal Cooperation Agreement with LISD at the August 16, 2022 Council meeting.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the proposed First Addendum to the SRO Interlocal Cooperation Agreement with LISD as presented.

LIST OF SUPPORTING DOCUMENTS: 1st ADDENDUM TO ILA - COL & LISD for SRO

**FIRST ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN LOCKHART INDEPENDENT SCHOOL DISTRICT AND THE
CITY OF LOCKHART**

WHEREAS, Lockhart Independent School District (“Lockhart ISD”) and the City of Lockhart (“City”) entered a certain agreement entitled “Interlocal Cooperation Agreement Between Lockhart Independent School District and the City of Lockhart” (“Agreement”) on August 22nd, 2022, a true and correct copy of which is attached hereto as Exhibit “A”; and

WHEREAS, Lockhart ISD desires to enter an addendum to that Agreement whereby Lockhart ISD agrees that it is in its best interest to amend Article 6 relating to financial responsibility and reimburse the City for Assignment Pay Stipends; and

WHEREAS, the City agrees that such an addendum to the Agreement is desirable; and

WHEREAS, the City and Lockhart ISD desire to keep the remaining terms of the Agreement intact and unchanged;

NOW THEREFORE, inconsideration of the mutual covenants and agreements of the Parties thereto, it is agreed that the Agreement is amended to include the following:

Article 6
FINANCIAL RESPONSIBILITIES & EQUIPMENT

6.7 Lockhart ISD is responsible for reimbursing the City for the School Resource Officer (SRO) Assignment Pay Stipend authorized by Section II, Article F of City Ordinance 2018-07, as may be repealed and/or amended by the City of Lockhart. Lockhart ISD shall reimburse the City at the end of the 2023-24 school year for the amount of the SRO Assignment Pay Stipend paid to SROs from March 25th, 2024, through May 26th, 2024.

The remainder of the Agreement terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum to the Interlocal Cooperation Agreement as of the _____ day of _____ 2024.

CITY OF LOCKHART, TEXAS

By _____
Lew White
Mayor, City of Lockhart

ATTEST:

By _____
Julie Bowermon,
City Secretary
City of Lockhart

LOCKHART INDEPENDENT SCHOOL
DISTRICT

By _____
Michael Wright,
President, LISD School Board

ATTEST:

By _____
Tom Guyton, Secretary, LISD School
Board

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT BETWEEN LOCKHART INDEPENDENT SCHOOL DISTRICT and the CITY OF LOCKHART

This Interlocal Cooperation Agreement ("Agreement") is made and entered into by and between Lockhart Independent School District ("Lockhart ISD"), a political subdivision acting through its Board of Trustees, and the City of Lockhart (hereinafter referred to as "the City"). Collectively, Lockhart ISD and the City may be referred to as the "Parties."

PREMISES

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS, Lockhart ISD is a public school district with campuses located within the jurisdictional boundaries of the City where the City presently provides law enforcement services;

WHEREAS, Lockhart ISD and the City each find that contracting for and with respect to the governmental services described herein will result in increased efficiency, economy, and enhanced public safety for the constituents of both Lockhart ISD and the City;

WHEREAS, Lockhart ISD and the City warrant that both possess adequate legal authority to enter into this Interlocal Agreement and their respective governing bodies have authorized each signatory official to enter into this Agreement and bind the local governments to the terms of this Agreement and any subsequent amendments hereto;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

Article 1 LEGAL AUTHORITY AND PURPOSE

- 1.1 The legal authority for the City of Lockhart and the Lockhart Independent School District to enter into this agreement is the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose, terms, rights, and duties of the parties are stated below.
- 1.2 The purpose of this Agreement is to set forth guidelines to ensure that Lockhart Police Department ("LPD") and Lockhart ISD have a shared understanding of the role and responsibility of each in maintaining safe schools, improving climate, and supporting educational opportunities for all students.
- 1.3 The mission of the SRO program is to place a community law enforcement officer in the Lockhart ISD campuses to build working relationships with schools, students, and parents; to address on-site security; to maintain safe schools; to serve as a positive role-model for student a

and to provide a direct link with the LPD.

Article 2 SRO PROGRAM STRUCTURE

- 2.1 Under this framework, the SROs are first and foremost law enforcement officers for the City of Lockhart. The SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Lockhart Police Department (the LPD). School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SROs. Enforcement of the Student Code of Conduct is the responsibility of teachers and administrators. The SROs shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.
- 2.2 Although the SROs have been placed in a formal educational environment, the SROs retain official duties of law enforcement officers. The SROs shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Texas law and LPD policy. The SROs or the LPD will have the final decision on whether criminal charges shall be filed. The LPD reserves the right to temporarily remove the SROs in the event that additional officers are needed during a critical incident, natural disaster or for immediate service of public safety.
- 2.3 The SROs are not formal counselors or educators, and will not act as such. However, with the agreement of the LPD, the SROs may be used as a law enforcement resource to assist students, faculty, staff, and all persons involved with the school. The SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. The SROs may use these opportunities to build rapport between the students and the staff.
- 2.4 The SROs will confer with the principal, as needed, to develop plans and strategies to prevent and/or minimize dangerous situations and criminal activity on or near the campus or involving students at school-related activities.
- 2.5 The SROs will notify the campus principal if it is necessary for them to be out-of-district during regular school hours during non-emergency situations.

Article 3 SERVICES TO BE PROVIDED

The City, through its Police Department, will be responsible for the following:

- 3.1. Providing police officers licensed by the State of Texas for service as school resource officer (SROs) to be assigned to the Lockhart High School, Lockhart Junior High School, and District-wide for the 2022-2023 school year.

- 3.2. SROs will be assigned on a full-time basis, forty (40) hours each work week, according to the daily schedules agreed upon by the Parties, less any scheduled vacation time, sick time, training time, court time, or any other law enforcement related activity, including emergencies.
- 3.3 The Parties acknowledge the importance of having the same SROs present in Lockhart ISD on a day-to-day basis in order to promote continuity and familiarity with Lockhart ISD and its students. To that end, the Parties agree that every effort should be made to schedule and/or designate the SROs vacation days, compensatory time, and other days off at times when school is not in session or at other times when the SROs' absences will not otherwise create an unnecessary risk or hamper school operations. The SROs will coordinate vacation hours with the principal of the school to which each SRO is assigned.
- 3.4 Should any officer assigned as an SRO during the active school year be absent for more than two consecutive school days, the LPD shall notify principal of the campus to which the SRO is assigned with the name of the officer substituting during the absence. Lockhart ISD must approve of the officer who is assigned as a substitute.
- 3.5 The SROs shall follow the policies and procedures of Lockhart ISD to the extent those policies do not conflict with the policies and procedures of the City or LPD.
- 3.6 The SROs will coordinate and cooperate with the Lockhart ISD Superintendent and other Lockhart ISD administrative staff in carrying out their day-to-day duties as SROs. The City retains final authority over the SROs' law enforcement responsibilities. The SROs may, however, take the school's wishes into consideration, as the officer deems appropriate.
- 3.7 The duties, schedule, and responsibilities of SROs on days when school is not in session shall be determined solely at the discretion of the LPD.
- 3.8 **SROs DUTIES:** The ultimate goal of the SRO is to maintain a peaceful environment that allows the learning process to continue uninterrupted. The duties to be performed by the SROs include, but are not limited to, the following:
- a. Establish a bond and act as liaison between the LPD and school administrators and student in an effort to reduce or eliminate the opportunity for crime, project a positive image of the LPD and improve the quality of life within the school and community.
 - b. Patrolling areas within or in the vicinity of the geographical boundaries of Lockhart ISD to protect all students, personnel, and visitors.
 - c. Being a visible presence during the school day in order to assist the Lockhart ISD administration with general public safety services during school hours.
 - d. Helping Lockhart ISD administrators maintain the peace and/or address a breach of the peace as needed.

- e. Engaging in all law enforcement activities arising from the enforcement of criminal laws or Lockhart ISD policies and rules, including, but not limited to, intervening in and investigating alleged crimes or violations of Lockhart ISD rules, issuing citations, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints, and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement. However, violations of Lockhart ISD policies and rules that are strictly personnel matters and non-criminal in nature will only be assigned to the SROs for investigation at the specific direction of the Lockhart ISD Superintendent.
- f. Responding to calls for services during the course of the regular school day or when serving in support of an official Lockhart ISD extracurricular or after-school activity.
- g. Assisting in providing security as needed for after-hour activities and events taking place at Lockhart ISD facilities.
- h. Mediating disputes on campus, including working with students to help solve disputes in a non-violent manner.
- i. Accompanying outside service providers during random canine searches conducted on Lockhart ISD property.
- j. Preventing property loss due to theft or vandalism.
- k. Providing traffic control as needed.
- l. Assisting Lockhart ISD with its Emergency Operation Plan.
- m. Assisting with school safety projects, scheduling and maintaining emergency drills, emergency response, and after-action reviews within Lockhart ISD.
- n. Providing training for staff as requested by the Lockhart ISD Superintendent.
- o. Serving as a resource for law enforcement education at the request of the Lockhart Superintendent, such as speaking to classes on the law, search and seizure, drugs, or motor vehicle laws.
- p. Maintaining the confidentiality of student records as required by the Family Educational Rights and Privacy Act. The SROs shall not disclose to the City or the LPD any other third party education records of a student which the SROs obtain by virtue of the SROs' position with the school unless such information is obtained by the SROs in the course and scope of performing their duties in accordance with this Agreement. The SROs shall not provide student education records to other law enforcement agencies informally for external investigations.

- q. Preparing reports and documentation related to events occurring within the geographic boundaries of the City of Lockhart.
- r. Participate, as necessary or requested by the District, in District or campus Threat Assessment Teams, as described by Texas Education Code § 37.115.
- s. Performing other duties that may be assigned from time to time by Lockhart ISD, provided that the duty is legitimately and reasonably related to the services as described herein and is consistent with Federal and State law, local ordinances and orders, laws applicable to Lockhart ISD, Lockhart ISD's policies, procedures, rules, or regulations relating to the subject matter of this Agreement, and the policies, procedures, rules, and regulations of the City.

3.9 When the SROs take a person into custody in the course of performing their duties on behalf of Lockhart ISD under this Agreement, Lockhart ISD shall receive notification of the incident from the City within the timeframe required by law and of the disposition of the individual to the extent allowed by law.

3.10 **REPORTING DUTIES:** Lockhart ISD and LPD shall maintain records of every campus-based incident resulting in police involvement. The records shall be disaggregated by:

- Description of the incident
- Names of the officials involved
- Name of student involved
- Manner in which the LPD was notified
- Searches/questioning of students
- Tickets, citations, or summonses issued
- Arrests made
- Filing of delinquency petitions, referrals to a probation officer, and other referrals to the juvenile justice system, and
- Any police action the SRO took relative to the offense.

Data shall also be disaggregated by:

- Race
- Ethnicity
- Age
- Grade
- Gender
- Disability
- English-language learner status, and
- Economically disadvantaged status.

3.11 If it is necessary to question or interview a student at school for any purpose other than a child abuse investigation, the SROs will contact the campus principal of the student's campus. The principal will:

- a. Verify and record the identity of the officer or other authority and request an explanation of the need to arrest the student at school.
 - b. Make reasonable efforts to notify the student's parents or other person having lawful control of the student. If the SRO/designee raises criminal allegations against the student's family members, campus administration will be prohibited by the SRO/designee to notify parents/family members.
 - c. The principal or a designee ordinarily shall be present during the questioning or interview. If the interviewer presents what the principal considers to be a valid objection to a third party's presence, the interview shall be conducted without that person's presence.
- 3.12 If a student at school is arrested or taken into custody by an SRO, the principal shall immediately notify the Lockhart Superintendent and ordinarily notify the parent or other person having lawful control of the student. If the SRO raises what the principal considers to be a valid objection to notifying the parent at that time, the principal shall not notify the parent.
- 3.13 The School District and the LPD agree that canine contraband services will be conducted by a LPD Narcotic Drug Detection Dog. The Canine Handler will coordinate with campus administration and the SRO to plan dates for the canine searches. The School District and LPD agree to conduct ten (10) searches throughout the school year for the School District at no cost to the school district. Additional Narcotic Drug Detection Dog searches will be conducted by LPD at a cost of one hundred and fifty dollars per search, not to exceed 20 additional searches and to be billed monthly. The procedures for the searches will be determined by the LPD, with input from the School District.

Article 4

GENERAL DUTIES AND RESPONSIBILITIES

- 4.1 The City agrees to perform any obligations required to maintain the SROs as commissioned law enforcement officers with full Texas peace officer status; including but not limited to, providing the SROs with any and all continuing training necessary to maintain their TCLEOSE certification.
- 4.2 The SROs assigned to Lockhart ISD shall be subject to the approval of the Lockhart ISD Superintendent and LPD. Lockhart ISD understands that the City or LPD may rotate or change any officer assigned to serve as an SRO; provided, however, that Lockhart ISD may refuse any particular officer assigned as an SRO and request assignment of a different officer.
- 4.3 Any properly licensed officer providing SRO services under this Agreement shall be vested with powers, privileges, and immunities of a peace officer within all territory contained in the boundaries of Lockhart ISD and while on any property under the control and jurisdiction of Lockhart ISD or otherwise in the performance of his/her duties under the guidelines of Lockhart ISD policies and regulations.

- 4.4 The City will authorize the SROs to carry a weapon and act as a peace officer at all times, so long as the officer is acting under his/her official capacity. Likewise, Lockhart ISD specifically authorizes each SRO to carry a weapon in performing services at all schools and property within Lockhart ISD. When not on duty as SROs, the officers' rights to carry a firearm will be governed by provisions and rules set forth by TCOLE and the City and District Policies CKE (Legal) and GKA (Legal).
- 4.5 As City employees, any disciplinary action taken against the SROs shall follow the policy and procedure set forth in the employee handbook of the City.
- 4.6 Lockhart ISD will report all required student misconduct to the City in accordance with Texas Education Code § 37.015. The City will make all reports regarding students as required by Texas Code of Criminal Procedure Art. 15.27.
- 4.7 Subject to its obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, Lockhart ISD agrees to provide the SROs with (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses that occur on school property or in conjunction with a school event or activity, to collect certain incident-based data, or to ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at Lockhart ISD, including surveillance cameras, to provide for safety and security. SROs shall be designated as "school officials" under Lockhart ISD Policy FL (local) for purposes of access to student records to enable the SROs to perform the duties set out in this Agreement.
- 4.8 The Parties shall each monitor, review and provide oversight and supervision of the services as they are provided and each agree to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service or performance issue becomes unsatisfactory.
- 4.9 The Parties recognize that the services to be provided by the City may be limited to the extent that said services conflict with or compromise the City's ability to provide effective law enforcement services to the City generally; and, should a conflict arise between the policies of Lockhart ISD and the City, the City policy shall prevail. The Parties agree to work in good faith to resolve conflicts with their best reasonable efforts; however, should such conflicts occur which prevent the City from meeting its obligations under this Agreement, the City acknowledges such conflict constitutes good cause to terminate the Agreement.
- 4.10 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. Information will only be released by a Party in accordance with established law and its existing policies and procedures.
- 4.11 Nothing in this Agreement prevents Lockhart ISD from continuing its practice of hiring off-duty police officers to provide security at sporting events, after-hour activities, or other events. This Agreement shall not govern off-duty peace officers hired for these purposes.

Article 5
TRAINING

- 5.1 All SROs placed with the District shall complete the education and training program required by Section 1701.263, Texas Occupations Code. Such training must be completed with 120 days of placement at the District.
- 5.2 All SROs place with the District shall complete an active shooter response training program approved by the Texas Commission on Law Enforcement in accordance with Texas Education Code § 37.0812(a).
- 5.3 All SROs place with the District shall complete a Texas Education Agency-approved training on the use of a bleeding control station in accordance with Texas Education Code § 38.030(b)(3)(B).

Article 6
FINANCIAL RESPONSIBILITIES & EQUIPMENT

- 6.1 The City shall provide the SROs with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the City. The City shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.
- 6.2 Lockhart ISD will be responsible for reimbursing the City at the end of school year for the SRO's salary and benefits as the approved school calendar of student in person learning plus two additional days as set out in Exhibit A. In addition, Lockhart ISD will be responsible for reimbursing the City of Lockhart at the end of the school year for the police supervisor's salary and benefits for 100% of approved school calendar plus two additional days. Lockhart ISD agrees to reimburse the City of Lockhart for the cost of three vehicles as detailed in Exhibit A and the cost for uniform and equipment for three officers as detailed in Exhibit A.
- 6.3 The City shall keep and maintain accurate records of dates of service and the hours served by the SROs. The City shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. With 48-hour notice, the City shall promptly provide Lockhart ISD with access to all time calculation records maintained by the City for any SRO services provided pursuant to this Agreement.
- 6.4 Overtime hours that relate to SRO duties must be authorized and approved by the Lockhart ISD Superintendent prior to the performance of the overtime work and will be paid in accordance with procedures established by the City. The Parties acknowledge that emergency situations or unscheduled events may require overtime hours for the SROs without advanced notice. Should such emergency or unplanned event occur, the SROs shall notify the Superintendent the next work day, or as soon as practicable. Excluding emergencies and unplanned events, if the SROs fail to obtain such permission for overtime hours, the City will be responsible for the costs of any overtime compensation to the SROs.

- 6.5 Lockhart ISD will pay for any additional SRO training that Lockhart ISD may require unrelated to TCOLE training requirements.
- 6.6 The Parties agree to provide the following equipment and materials to the SROs:
- a. The City shall furnish the SROs with all equipment routinely assigned to law enforcement personnel who serve the City. The City will maintain and service all equipment used by the SROs in providing services to Lockhart ISD. Equipment includes, but is not limited to, uniforms, computers and computer equipment, firearms, radios, and all other devices used by the City law enforcement personnel in the performance of their duties. City will also provide a fully equipped patrol car to each SRO.
 - b. Lockhart ISD will provide the SROs with office space on school property, a telephone, computer, and other office equipment to perform duties under this Agreement, and as mutually agreed by the Parties. Lockhart ISD will provide the SROs with a map and personnel roster for each campus and Central Office.
 - c. The Lockhart ISD will provide the SROs with access to its facilities as needed to conduct law enforcement business regarding the securing of evidence in crimes and interviewing individuals in connection with a criminal investigation into crimes conducted on school property on in conjunction with a school event or activity.

Article 7
RELATIONSHIP BETWEEN THE PARTIES

- 7.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of Lockhart ISD and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- 7.2 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship.
- 7.3 Officers employed by the City and assigned by the LPD to serve as SROs at Lockhart ISD are and will remain City employees.
- 7.4 The City shall have no liability whatsoever for or with respect to Lockhart ISD's use of any Lockhart ISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of Lockhart ISD. Lockhart ISD covenants and agrees that:

- a. Lockhart ISD shall be solely responsible, as between Lockhart ISD and the City and the agents, officers and employees of the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by Lockhart ISD or its agents, officers, employees, and subcontractors, while on Lockhart ISD property or while using any Lockhart ISD facility or performing any function or providing or delivering any service undertaken by Lockhart ISD pursuant to this Agreement.
 - b. For and with respect to the services to be provided by the City to Lockhart ISD pursuant to this Agreement, Lockhart ISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, reasonably expected to insure Lockhart ISD and its agents, officers, and employees from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by Lockhart ISD, its agents, officers, employees, and subcontractors in the course of their duties.
- 7.5 Lockhart ISD shall have no liability whatsoever for or with respect to the City's use of any City property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the City. The City covenants and agrees that:
- a. The City shall be solely responsible, as between the City and Lockhart ISD and the agents, officers, and employees of the Lockhart ISD, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the City or its agents, officers, employees, and subcontractors, while on the City's property or while using the any of the City's facilities or performing any function or providing or delivering any service undertaken by the City pursuant to this Agreement.
 - b. For and with respect to the services to be provided by the City to Lockhart ISD pursuant to this Agreement, the City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to insure the City and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by the City, its agents, officers, employees, and subcontractors in the course of their duties.
- 7.6 It is specifically agreed that, as between the Parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.
- 7.7 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither Lockhart ISD nor the City waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.

- 7.8 No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor Lockhart ISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.
- 7.9 Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of any of the City or Lockhart ISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by Lockhart ISD, and all governmental and proprietary functions and services traditionally provided by the City, shall be and remain the sole responsibility of each such party.

Article 8
TERM

- 8.1 The initial term of this Agreement shall commence on August 1, 2022, and continue through June 30, 2023, and shall automatically renew for an annual term commencing on August 1st, thereafter, unless terminated earlier, in writing, by either party.
- 8.2 If the City wishes to renew this Agreement subject to a change in Lockhart ISD's annual payment for the SROs' salaries and related costs, the City shall provide Lockhart ISD with written notice of that requested change, including a revised Summary of Calculations for Costs, no later than April 1st of the calendar year. Unless Lockhart ISD notifies the City in writing of its agreement to the change in annual payment by June 15th, the Agreement between the City and Lockhart ISD shall terminate at the end of the term.
- 8.3 After the initial annual term of this Agreement, Lockhart ISD and the City will agree on the annual amount payable for the SROs' salaries and related costs by executing an agreed upon Summary of Calculations for Costs.
- 8.4 This Agreement may be terminated at any time by either Party, without cause, by giving the other party a minimum of sixty (60) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.5 This Agreement may be terminated by either Party, for cause, by the giving the other party a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.6 In the event the Parties are unable to reach a mutual agreement on the terms of the Memorandum of Understanding described in Article 3 above by August 1st of the annual term, any Party will have cause to terminate its participation in the Interlocal Agreement by giving the other Parties a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.7 Termination will not relieve Lockhart ISD of its obligation to pay the City for any amounts due and payable for services performed prior to termination. Lockhart ISD is not obligated for any costs or payments that accrue after the termination of this Agreement.

ARTICLE 9
NOTIFICATIONS

9.1 All correspondence and communications regarding this Agreement shall be directed to:

CITY OF LOCKHART
Attn: Chief of Police

LOCKHART INDEPENDENT SCHOOL DISTRICT
Attn: Superintendent of Schools

9.2 Notices provided pursuant to this Agreement must be in writing and hand-delivered or sent by certified mail, return receipt requested.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.

10.2 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.

10.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Caldwell County, Texas unless otherwise mandated by law.

10.4 No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

10.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

10.6 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this Agreement.

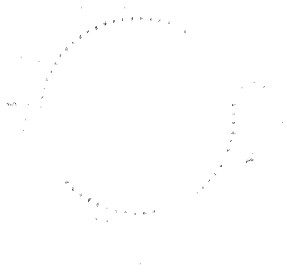
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of
the 22nd of July 2022.

August

CITY OF LOCKHART, TEXAS

By *Lew White*

Lew White, Mayor, City of Lockhart



By *Connie Constancio* **ATTEST;**

Connie Constancio, TRMC City

Secretary/Administration Services Mgr.

LOCKHART INDEPENDENT SCHOOL DISTRICT

By *Michael Wright*

Michael Wright, President, LISD School Board

By *[Signature]* **ATTEST:**

Tom Guyton, Secretary, LISD School Board

2022-2023 SRO Cost Summary

Exhibit A

	High School	Jr. High	Supervisor	Total
Salary	\$ 68,149.71	\$ 57,566.29	\$ 70,892.02	\$ 196,608.02
Benefits	\$ 28,622.88	\$ 24,177.84	\$ 29,774.65	\$ 82,575.37
12 month total cost	\$ 96,772.59	\$ 81,744.13	\$ 100,666.67	\$ 279,183.39
Percent LISD: 66.15% (1,376 hrs/2,080 hours)	\$ 64,015.07	\$ 54,073.74	\$ 66,591.00	\$ 184,679.81
Times percent of time charged to LISD:	100%	100%	100%	
Total LISD Salary/benefits costs	\$ 64,015.07	\$ 54,073.74	\$ 66,591.00	\$ 184,679.81
Cost per hour	\$ 46.52	\$ 39.30	\$ 48.39	
Vehicle Costs (\$45,436/8 years + \$1,360.45 maint)	\$ 7,039.95	\$ 7,039.95	\$ 7,039.95	\$ 21,119.85
Uniforms and equipment				
12 month costs	\$ 5,051.00	\$ 5,051.00	\$ 5,051.00	\$ 15,153.00
Divided by 5 years useful life	\$ 1,010.20	\$ 1,010.20	\$ 1,010.20	\$ 3,030.60
Grand Total	\$ 72,065.22	\$ 62,123.89	\$ 74,641.15	\$ 208,830.26
Cost per hour:	\$ 52.37	\$ 45.15	\$ 54.25	\$ 50.59

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 5, 2024

AGENDA ITEM CAPTION: Discuss Ordinance 2024-07 amending un-codified Ordinance 2018-07 Section II (F) regarding the assignment of School Resource Officer within the Lockhart Police Department with all other sections of Ordinance 2018-07 remaining unchanged.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: LISD has proposed to temporarily increase the assignment pay of Lockhart Police Officers assigned by the Police Chief as School Resource Officers at LISD campuses from March 25, 2024 through May 26, 2024. LISD will cover the expense of this increase as stated in the "First Addendum of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart."

Civil Service - Local Government Code Chapter 143, permits an ordinance to establish assignment pay and shift differential pay for fire fighters and police officers that perform specialized assignments such as School Resource Officer. This was done by passing Ordinance 2018-07 which includes a \$200 per month school resource officer assignment pay. The proposed amendment authorizes an additional assignment payment of \$1,080 per week, as proposed by LISD, to be paid to Lockhart Police Officers assigned as SROs. Currently, the Lockhart Police Department has one SRO assigned to LISD campuses. LISD currently utilizes off-duty Lockhart Police Officers as well as officers from other law enforcement agencies for additional staffing. These officers are paid a premium off-duty hourly rate and do not receive the SRO assignment pay.

The additional pay is proposed to be for a term of March 25, 2024 - May 26, 2024. After May 26, 2024, SRO assignment pay would return to the current \$200 per month. Discussions are ongoing regarding possible additional SRO assignment pay for the 2024-2025 school year. If there is future additional pay proposed by LISD for 2024-2025, it will be presented to City Council at a later date.

In accordance with the "First Addendum of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart," the proposed temporary additional SRO assignment pay would be funded by LISD. Therefore, the additional pay should not have a financial impact on the City.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: The proposed "First Addendum of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart" is scheduled to be considered by the City Council during the March 5, 2024 Council meeting.

COMMITTEE/BOARD/COMMISSION ACTION: LISD School Board to consider the "First Addendum of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart" during their March 2024 meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Discretion of the City Council.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2018-07, Proposed Ordinance 2024-07 regarding SRO assignment pay

ORDINANCE 2018-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS REPEALING UN-CODIFIED ORDINANCES 2015-18, 2015-21, AND 2018-03 IN THEIR ENTIRETY AND ADOPTING UN-CODIFIED ORDINANCE 2018-07 CREATING "ASSIGNMENT PAY" FOR CERTAIN ASSIGNMENTS WITHIN THE FIRE AND POLICE DEPARTMENTS AND ESTABLISHING "SHIFT DIFFERENTIAL PAY" FOR MEMBERS OF THE POLICE DEPARTMENT; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart adopted Chapter 143 of the Texas Local Government Code for its police and fire departments; and,

WHEREAS, there are specialized assignments within the Fire and Police Departments that certain fire fighters and certain police officers perform that are not performed by every fire fighter or every police officer; and,

WHEREAS, § 143.042 of the Texas Local Government Code states that the governing body of a municipality may authorize assignment pay for fire fighters or police officers who perform specialized functions in the Fire or Police Department; and,

WHEREAS, § 143.042 (c) of the Texas Local Government Code requires that the governing body must set forth in an ordinance the amount of assignment pay and the conditions under which it is to be payable to members of the Fire and Police Departments; and,

WHEREAS, § 143.043 of the Texas Local Government Code permits municipalities to authorize assignment pay for members of the Police Department who perform the duties and responsibilities of the field training officer program; and

WHEREAS, § 143.047 of the Texas Local Government Code permits municipalities to authorize shift differential pay for members of the Police Department who work a shift in which more than 50% of the shift worked is after 6 p.m. and before 6 a.m.; and,

WHEREAS, Ordinance 2015-18 was adopted by the Lockhart City Council on August 18, 2015 establishing assignment pay, and is hereby repealed; and,

WHEREAS, Ordinance 2015-21 was adopted by the Lockhart City Council on September 15, 2015 amending Field Training Officer pay for members of the police department, and is hereby repealed; and

WHEREAS, Ordinance 2018-03 was adopted by the Lockhart City Council on March 20, 2018 establishing Bailiff Warrant Officer assignment pay for members of the police department, and is hereby repealed.

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

I. The matters and facts set forth in the preamble are hereby found to be true.

II. The assignment pay for certain assignments within Fire and Police Departments are defined as follows:

A) The assignment of "Fire Prevention Officer" is a specialized function within the Lockhart Fire Department and that assignment involves developing, planning and conducting fire and life safety education programs suitable to needs of the community, performing fire inspections as may be necessary in the absence of the City Fire Marshal, compiling monthly reports of all fire and life safety education activities conducted by the fire department, working in conjunction with the Fire Chief to promote fire and life safety as the primary objective of the fire department, and conducting in-service training related to fire and life safety education for all fire suppression personnel. When a member is designated by the Fire Chief or his designee to serve as "Fire Prevention Officer" for the Fire Department, that member is entitled to receive Six Hundred Dollars (\$600.00) per year as Assignment Pay.

B) The assignment of "Chief Training Officer" is a specialized function within the Lockhart Fire Department and that assignment involves developing, planning and coordinating training for all Career and Reserve firefighters in such a manner so as to meet the minimum requirements established by the Texas Commission on Fire Protection (TCFP) and/or the Texas Department of State Health Services (TDSHS), as may be applicable to the certification level held by each individual within the fire department, maintaining all training and incident records of the fire department, coordinating specialized training classes as may be deemed appropriate to meet the minimum criteria established by the Insurance Services Office (ISO) grading schedule, maintenance and replacement of equipment assigned to the Training Division of the fire department, and coordinating all training conducted at remote sites (i.e. accredited training facilities) which may be used from time to time by the fire department. When a member is designated by the Fire Chief or his designee to serve as "Training Officer" for the Fire Department, that member is entitled to receive Eighteen Hundred Dollars (\$1,800.00) per year as Assignment Pay.

C) The assignment of "Criminal Investigator-Detective" is a specialized function within the Lockhart Police Department and that assignment involves investigating higher grade misdemeanors and felonies for prosecution in County and District Court. When a member is designated by the Police Chief or his designee to serve as "Criminal Investigator—Detective" for the Department, that member is entitled to receive Two Hundred Dollars (\$ 200.00) per month as assignment pay.

D) The assignment of "Field Training Officer" is a specialized assignment within the Lockhart Police Department. The assignment of "Field Training Officer" involves training and evaluating police recruits on the policies, practices, and procedures of the Lockhart Police Department. The Police Chief or his designee assigns capable Police personnel to this position of responsibility in accordance with his or her demonstrated knowledge and familiarity with the Field Training Officers Program. Because the assignment of "Field Training Officer" requires additional and specialized duties, when a member holds the appropriate certifications AND is designated in writing by the Police Chief or his designee to serve as a "Field Training Officer," that member is entitled to receive an additional \$.30 (thirty cents) per hour as "FTO Assignment Pay."

E) The assignment of "Bailiff Warrant Officer" is a specialized assignment within the Lockhart Police Department and that assignment involves security needs of the Lockhart Municipal Court; locating, arresting wanted fugitives of the Court; and collecting fines owed to the Court. When a member of the Lockhart Police Department is designated by the Police Chief or his designee in writing to serve as "Bailiff Warrant Officer" for the Department, and works in that assignment for at least one-half of a month, that member is entitled to receive Two Hundred Dollars (\$200) per month as assignment pay.

F) The assignment of "School Resource Officer" is a specialized assignment within the Lockhart Police Department and that assignment involves placement of a law enforcement officer in the Lockhart ISD campuses to build a working relationship with schools, students, and parents; to address onsite security; to maintain safe schools; to serve as a positive role-model for students; and to provide a direct link with the Lockhart Police Department. When a member of the Lockhart Police Department is designated by the Police Chief or his designee in writing to serve as "School Resource Officer" for the Department, that member is entitled to receive Two Hundred Dollars (\$200) per month as assignment pay.

III. "Shift Differential Pay" should be paid to members of the Lockhart Police Department in the following manner:

Night Shift (shift starts after 6 p.m.) \$.60/hour (60 cents per hour)

IV. The terms of this ordinance and/or any payment of "assignment pay" do not apply to a member who is performing any of these duties on a "step-up" "acting" or any other temporary basis.

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

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

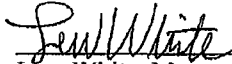
VII. Publication: The City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

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

IX. Effective Date: This ordinance shall become effective and be in full force upon passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
LOCKHART, TEXAS, ON THIS THE 3rd DAY OF APRIL, 2018.

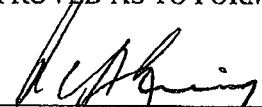
CITY OF LOCKHART

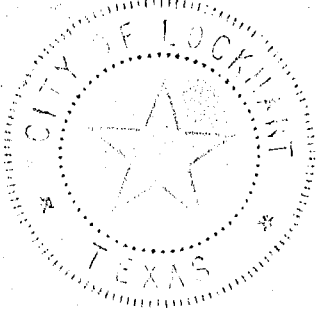

Lew White, Mayor

ATTEST:


Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:


Peter Gruning, City Attorney



ORDINANCE 2024-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AMENDING UN-CODIFIED ORDINANCE 2018-07 SECTION II(F) REGARDING THE ASSIGNMENT OF SCHOOL RESOURCE OFFICER WITHIN THE LOCKHART POLICE DEPARTMENT WITH ALL OTHER SECTIONS OF ORDINANCE 2018-07 REMAING UNCHANGED; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart adopted Chapter 143 of the Texas Local Government Code for its police and fire departments; and,

WHEREAS, there are specialized assignments within the Fire and Police Departments that certain fire fighters and certain police officers perform that are not performed by every fire fighter or every police officer; and,

WHEREAS, § 143.042 of the Texas Local Government Code states that the governing body of a municipality may authorize assignment pay for fire fighters or police officers who perform specialized functions in the Fire or Police Department; and,

WHEREAS, § 143.042 (c) of the Texas Local Government Code requires that the governing body must set forth in an ordinance the amount of assignment pay and the conditions under which it is to be payable to members of the Fire and Police Departments; and,

WHEREAS, the Lockhart City Council, in consideration of a request from Lockhart Independent School District to temporarily increase the assignment pay of Lockhart Police Officers assigned by the Lockhart Police Chief to serve as a School Resource Officer within the Lockhart Independent School District per the “Interlocal Cooperation Agreement between the Lockhart Independent School District and the City of Lockhart,” has determined that assignment pay for the assignment of School Resource Officer within the Lockhart Police Department should be temporarily changed in the interest of a public safety purpose.

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

I. The matters and facts set forth in the preamble are hereby found to be true.

II. That Section II (F) of un-codified Ordinance 2018-07 is hereby amended as follows:

F) The assignment of “School Resource Officer” is a specialized assignment within the Lockhart Police Department and that assignment involves placement of a law enforcement officer in the Lockhart ISD campuses to build a working relationship with schools, students, and parents; to address onsite security; to maintain safe schools; to serve as a positive role-model for students; and to provide a direct link with the Lockhart Police Department. When a member of the Lockhart Police Department is designated by the Police Chief or his designee in writing to serve as “School Resource Officer” for the Department, that member is entitled to receive Two Hundred Dollars (\$200) per month as assignment pay.

a. After approval of the “First Addendum to Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart,” the assignment for School Resource Officer shall also include a \$1,080 per week assignment pay from March 25, 2024 through May 26, 2024. This additional assignment pay shall cease at the end of the school year, on May 27, 2024.

III. The terms of this ordinance and/or any payment of “assignment pay” do not apply to a member who is performing any of these duties on a “step-up” “acting” or any other temporary basis.

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

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

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

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

VIII. Effective Date: This ordinance shall become effective and be in full force upon passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 5th DAY OF MARCH, 2024.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 5, 2024

AGENDA ITEM CAPTION: Discuss a proposal from Studio Steinbomer to provide Construction Documentation and Construction Phase services for the renovation of Fire Station No. 1 at 201 W. Market St.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins, Joseph Resendez

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION: Studio Steinbomer prepared a Fire Station No. 1 condition report, structural condition survey, and preliminary design drawings in 2021. An asbestos survey and report was completed on February 14, 2024, by an environmental services contractor.

The Studio Steinbomer architectural services proposal for the renovation of Fire Station No. 1 will provide design and construction observation services to include Design Development, Construction Documents, and Construction Observation Services. The updated proposal also includes Hazardous Materials Abatement Coordination services to assist the environmental services contractor in coordinating asbestos abatement.

In addition, the proposal anticipates a Construction Manager at-Risk (CMAR) delivery method for construction and will not be publicly bid through the typical competitive sealed bidding process. Studio Steinbomer recommended this delivery method due to the project being a remodel of an existing building with historic preservation considerations as opposed to a new build construction project.

The CMAR delivery method provides for the general contractor to assume the risk for construction at the contracted price/Guaranteed Maximum Price (GMP) and provide consultation to the City regarding construction during and after the design of the project. Benefits of this method include proactive modifications during the design phase, which are more cost-effective than making changes on the construction site. This will also mitigate potential delays due to any design changes during construction. In comparison, the competitive sealed bidding process requires all drawings and specifications by the design team to be completed prior to the publishing of the bid.

Studio Steinbomer will assist the City in developing and publishing the Request for Proposal (RFP) for procuring a CMAR contractor and provide input as needed during the selection process. Award of the CMAR contract will be presented to Council at a later date.

The Fire Station No. 1 project scope includes life safety upgrades such as fire sprinklers, fire alarm system, diesel exhaust removal, enhanced living and working quarters on the second floor, exterior upgrades, and abatement of asbestos containing materials identified in the

City of Lockhart, Texas

Council Agenda Item Cover Sheet

asbestos survey and impacted by remodel construction.

Fire Station No. 1 is located within the Lockhart Historical District. The Lockhart Historical Preservation Commission (LHPC) will review any proposed changes to the exterior of the building, as well as any interior work that impacts load-bearing walls.

The consulting services for the asbestos abatement specifications, on-site project management, and PCM air monitoring will be provided by an environmental services contractor in a separate agenda item.

PROJECT SCHEDULE (if applicable): Estimated construction time of six months.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The estimated total construction cost, at the current scope, is approximately \$673,000. Additional Architect and Engineering fees of \$49,750 are also anticipated for updates to the Current Drawing, Construction Documentation and Construction Phase Services. Lastly, asbestos abatement consulting fees of \$12,378.

PREVIOUS COUNCIL ACTION: City Council received the initial Fire Station No. 1 Condition Report at the May 4, 2021, City Council Meeting. A second briefing to the city council was presented on December 5, 2023.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends the approval of the proposal from the City's architect to provide Construction Documents and Construction Observation for the renovation of Fire Station No. 1 at 201 W. Market St.

LIST OF SUPPORTING DOCUMENTS: Studio Steinbomer Proposal for Architectural Services Feb. 19, 2024, Fire Station #1 - Cost Escalation 2-23-24, Fire Station 1 Condition Report 3-2021, Lockhart Fire Station #1_Rev. 21_0223, TSEN Engineering - Structural Condition Survey - 11-2-2020



July 26, 2023
Revised February 19, 2024

Randy Jenkins
City of Lockhart, Texas
1911 Borchart Dr
Lockhart, TX 78644

RE: Proposal for Construction Documentation and Construction Phase services for Fire Stations #1

Dear Mr. Jenkins:

We at **Studio Steinbomer Architecture and Interiors** are pleased to provide you and the City of Lockhart (henceforth referred to as “Owner”) with the following fee proposal for architectural services to provide Construction Documents and Construction Observation for the renovation of Fire Station #1, 201 W. Market Street, Lockhart, TX 78644. In addition to architectural services, this proposal also covers fees and services for the following consultants:

- **Wilson Girgenti** – Mechanical, Electrical, and Plumbing Engineering
- **Tsen Engineering** – Structural Engineering

Both of these groups of engineers have extensive experience teaming with us on projects such as this and in-depth prior experience with this building.

I. PROJECT SCOPE PARAMETERS

The scope of this project will be to update, modify, develop, and complete the work delineated in the **Fire Station #1 Condition and Feasibility Study** and accompanying drawings completed in the Fall of 2020 (attached to this proposal as reference), and amended by our conversation with Randy Jenkins in May of 2023. The Design Team will provide design and construction observation services to include Design Development, Construction Documents, and Construction Observation Services. Formal design review submissions are anticipated at 50% Construction Documents. It is currently anticipated this project will use a CMAR delivery method for construction and will not be publicly bid.

II. BASIC SERVICES

Construction Documentation provided for the following. Project elements considered new scope from the previously completed work are shown in *italics*:

Architectural Improvements:

- Review of 2018 IBC and IEBC building codes for any potential impact on project scope. (Feasibility study was performed under 2015 IBC.)
- Update and remodel to existing 2nd floor kitchen.

- Update and remodel to existing 2nd floor restroom. Current drawings will be revised to include a urinal and relocate the water heater.
- Remodel of 2nd floor to include new bunk rooms and conversion of existing training rooms into a new Day Room.
- New flooring and paint throughout the upstairs remodeled area.
- New exterior color scheme and painting of exterior woodwork
- Investigation of existing covered arch-top windows on the second floor to determine if they can be re-opened.
- New garage doors and openers as a bid alternate.
- New Fire Station #1 signage added to South side of building.

Fire and Life Safety Improvements:

- New fire sprinkler system installed throughout.
- New smoke detectors installed throughout
- Improvements to first floor fire truck bay ceilings to provide required fire separation.
- Improvements to both stairs for improved egress and fire separation between living quarters and fire truck bays.
- New fire truck exhaust system

Hazardous Materials Abatement Coordination:

- *Coordinate with City's CIH consultant to align areas of abatement and replacement of removed materials into the Construction Documents*
- *Coordination of Construction Document Add Alternate for the remediation of the existing windows to include documentation of window types and methodology of reglazing the existing window sashes once the asbestos containing materials has been abated.*

Mechanical, Electrical & Plumbing Improvements:

- New hot water heater
- New 1st floor restroom ventilation
- Replacement and supplementation of existing emergency lighting systems
- Relocation and reconfiguration of existing 2nd floor HVAC
- New electrical panels to replace existing damaged and/or unsafe electrical panels
- New exit signs as required by code.

Structural Improvements:

- Structural analysis and detailed of any required structural repairs.

Meetings and Client Reviews:

We anticipate a total of 3 in-person meetings. All other project communications will take place via email, phone, or video conferencing. In-person meetings to be distributed as follows:

- One kick-off meeting and review of any potential scope changes.
- One 50% construction document review and "page-turn" of current project progress
- One final review meeting prior to the work being 100% complete and issued for bidding and construction.

ASSUMPTIONS, EXCLUSIONS, AND CONDITIONS:

The scope of services presented herein and associated proposed fees are based upon our understanding of the proposed scope of work. Changes in the project that affect the underlying contract assumptions may impact the required professional service fee. This proposal is based on the following assumptions, exclusions, and conditions:

- Owner requested additional meetings/trips will be billed as an additional service at the attached rates.
- Owner required changes to the state scope of work will be billed as additional services.
- Owner requested changes to the scope of work after the commencement of construction documents will be billed as an additional service.
- It is assumed this work will be constructed by a pre-selected Construction Manager and not via a competitive sealed public bid. If public bidding is chosen by the City of Lockhart, additional services may be required to produce the required specifications and instructions required for public bidding as well as attendance at any pre-bid meetings required for the process.
- This proposal assumes that all available site and building documentation (including site topographical and tree surveys, deed restrictions, covenants, etc) will be provided by the Owner and shared by the Client and Project Team.
- The Owner will provide access to the sites as necessary for field investigation and existing conditions confirmation.
- If required for the stated scope of work, the Owner shall furnish the following tests/results and information to the A/E Team: core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; geotechnical reports.

IV. FEES:

Basic Services

The lump sum fee to provide the anticipated services outlined above shall be as follows:

Updates to Current Drawing and Construction Documentation:	
Architectural	25,000
MEP	7,500
Structural	5, 750
	\$38, 250
Construction Phase Services	
Architectural	\$7,500
MEP	\$4,000
Structural	hourly, if required
	\$11,500

Total Fees for Services

\$49,750

Fees for services are invoiced monthly based on the percentage of completion of each phase of work.

V. REIMBURSABLE EXPENSES:

Reimbursable expenses are billed in addition to compensation for architectural services. These expenses include, but are not limited to, printing and reproductions, delivery services, mileage, airfare and overnight expenses, filing fees for governmental review and inspection, and consultants required for your project. Reimbursable expenses will be billed at cost plus 15%. Mileage shall be billed at the current standard IRS mileage rates. Reimbursable expenses greater than \$500 will be approved by client prior to billing.

VI. ADDITIONAL SERVICES:

Additional Services will be billed at the attached hourly rates and include, but are not limited to, the following:

- Services due to owner-initiated changes to the design and documents during the conceptual design, including changes to the building size.
- Changes and/or increase in Project Scope or Scope of Architectural Services resulting from project assumptions as defined in the proposal which prove to be incorrect.
- Changes to scope due to unforeseen building conditions
- Additional requested meetings or site visits other than those previously mentioned.

We thank you for this opportunity, and we look forward to working with you.

Sincerely,

Studio Steinbomer

Accepted By:

Name Date

Name Date

Attachments: General Terms and Conditions

GENERAL TERMS AND CONDITIONS

Year 2024 Hourly Billing Rates for Architectural Services:

Principal	\$250
Senior Project Manager	\$200
Project Manager	\$180
Project Support	\$150

Reimbursable expenses are billed in addition to compensation for architectural services. These expenses include printing and reproductions, delivery services and subconsultants necessary for your project. These expenses will be billed at cost with a 15% administrative fee.

We bill clients monthly for our services and ask that clients understand that all invoices are due upon receipt. Amounts unpaid forty-five days after the invoice date shall bear interest at the rate of 10% per annum. Regrettably, we must suspend work on the project if payment is not received within 60 days from the date of the invoice.

Projects put on hold, at the client's request, for a period of one year or more are subject to Billing Rates in effect at the time the project is restarted.

We traditionally ask for a retainer in the amount of \$2500 for new projects of this size. The retainer will be shown on all invoices and will be deducted from the last bill at the close of your project.

The drawings we create are the instruments of conveyance of services performed and are not subject to state sales tax. All drawings created by our firm remain the property of this firm and may not be used by any other person or companies for any other construction or research purposes.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners, 505 E. Huntland Drive, Austin, Texas 78752, (512) 305-9000.

Lockhart Firestation #1 - Opinion of Probable Costs - UPDATE FROM SPRING 2021				
2/23/2024				
Construction Cost Index Escalation - Austin/Central Texas				
2021				
Q2	5.3%			
Q3	2.6%			
Q4	2.76%			
2022				
Q1	4.36%			
Q2	1.47%			
Q3	2.19%			
Q4	0.29%			
2023				
Q1	0.46%			
Q2	0.5%			
Q3	0.5%			
Q4	0.5%			
2024				
Q1	0.5%			
Q2	0.5%			
Total Escalation	21.93%			
Estimated Probable Cost - March 2021	\$ 369,784.00			
Project Escalation (21.93%)	\$ 81,093.63			
Escalated cost to Q2 2024 (21.93%)	\$ 450,877.63			
Additional Scope Added				
Allowance for new garage doors & openers	\$ 50,000.00			
Allowance for exterior building signage	\$ 3,500.00			
Allowance for exterior window repair & reglazing	\$ 25,000.00			
Estimate for Asbestos abatement	\$ 33,000.00			
Allowance for additional Gyp Bd to be replaced and finished due to abatement (2800sf)	\$ 19,600.00	2800sf @ 7\$		
Allowance for Additional Flooring to be replaced due to abatement (80 sf)	\$ 3,200.00	80sf @ 40\$ sf		
	\$ 134,300.00			
Estimated Probable Cost Q2 2024	\$ 585,177.63			
15% Project Contingency	\$ 87,776.64			
Revised Estimate of Probable Construction Cost	\$ 672,954.28			
Project Soft Costs				
Asbestos CIH	\$ 12,378.00			
A/E fees for CD/CA	\$ 49,750.00			
Total Soft Costs	\$ 62,128.00			
Total Project Costs	\$ 735,082.28			

FIRE STATION #1 CONDITION REPORT Lockhart, TX

Report on Existing Building and Life/Safety
concerns as of March, 2021



Prepared by

Studio Steinbomer Architects and Interiors;
Wilson and Girgenti MEP Engineers; Tsen
Structural Engineers

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PROPOSED RENOVATIONS PLANS

MEP DRAWINGS

Mr. Steven Lewis, City Manager
City of Lockhart, Texas

Re: Executive Summary for Report on Conditions and Life Safety Renovations, Fire Station #1

Mr. Lewis:

This is a summary of anticipated work actions and estimated associated costs, for the items described in our Report. This set of actions are intended to *not* alter the historic aspects of the building and the scope is primarily limited to inside the walls.

The primary goal is to address the necessary Life/Safety requirements of the building and to enhance the living and working quarters for our firefighters.

*Major portions of anticipated life/safety work include the installation of a full automatic fire suppression system (sprinklers), fire/smoke notification system, air scrubbers for noxious gases in the apparatus bays, enhanced fire/smoke protection on the ceilings and stair walls of the first level, enhanced emergency exiting from the second level.

*Living and working quarters renovations includes upgrade both restrooms up and down, and upstairs fully renovated kitchen, sleeping quarters, most ceilings and floor finishes.

Life/Safety

Automatic Sprinkler fire suppression system throughout the building

Fire/smoke sensing and alarm system

Upgrades to hazardous electrical panels and switchgear

New air scrubbers for noxious gases in Apparatus Bays below sleeping areas.

Enhanced fire/smoke barrier between Apparatus Bays and sleeping areas above.

Enhanced emergency exiting from second floor.

Enhanced Living and working quarters for Firefighters.

Restroom on first floor renovated including exhaust air vent, reduced tripping hazard.

Restroom on second floor completely renovated with new expanded shower, new finishes, move existing furnace #2 which was in this room.

Kitchen: replace cabinets, appliances and reorganize for better utilization.

Relocate existing furnace #2 to above ceiling and new ductwork throughout that system.

Remodel one room bunk style sleeping quarters to three separate rooms, allows for gender diversity and privacy

New ceilings and LED lights throughout new ceiling areas. New floor finishes.

Exterior

Repaint wood trim, touch up some brick masonry that could use it.

Estimated costs per scope includes Construction Management and Payment and Performance

Bonds:

General Costs and Demolition	\$ 69,850
Finishes, Doors, and Ceilings	117,840
Appliances and Cabinetry	13,614
Plumbing	4,251
Fire Suppression Sprinkler system	30,077
Mechanical/HVAC	29,698
Air Scrubbers	40,005
Electrical	53,569

Estimated Probable Cost of Construction Scope described	\$369,784
Contingency estimate including costs at anticipated time of bid 15% (Rising material pricing, bid environment)	\$ 55,486

Potential total construction cost at this scope, late Fall 2021 **\$425,252**

Potential A/E design fees, current scope Design Development, Construction Documents through Construction Period:

MEP engineer

Design Documents for Permit	\$ 7,000
Construction Period	\$ 4,000

<u>Structural engineer</u>	\$ 3,000
----------------------------	----------

Architectural

Design Documents for permit	\$11,000
Construction Period (Site visits, coordination, submittals, reviews)	\$ 5,000

Anticipated A/E fees **\$ 30,000**

We would also anticipate costs incurred directly by the City Facilities Department for example: the connection of the fire line once the new larger neighborhood improvement extension reaches this point; any external backflow preventer unless we can accommodate it in the Riser assembly as check valves instead of backflow valves in a vault. We anticipate doing the interior approach as we did at Fire Station #2. And that cost would be in the construction budget.

These costs do not include any work on the roof, tower, exterior entry doors or other doors, windows, added insulation and any other items not called out on preliminary drawings and outside estimate.

Given the ongoing rise in construction materials costs and the likelihood that this project may not go to bid before Fall 2021, the Contingency Estimate included above may be light by 10% or more.

Purpose

The primary purpose of this report is to document the portions of the existing building which may need functional updating and with more attention directed to important life-safety issues for occupants and the better protection of the building.

Portions of this report are primarily focused on the historic original building with brief review of the additional bay and wash room/storage area on the west and north sides of the western end of the original brick building.

Throughout the descriptive text are comments related to the proposed and recommended changes or upgrades, either for this estimating phase or the future. *These comments are highlighted in italics and in blue if recommended but not included in this estimating exercise.*

This report is not intended to make an historic preservation analysis or recommendations regarding important aspects towards preserving the integrity and longevity of the exterior historic fabric of the building particularly. That is an important process and it is hoped that can be undertaken in the near future. All practical and reasonable considerations towards not disrupting the historic fabric are included in the work to be undertaken as part of the basic intentions.

It is important to make note of the fact that, counter to what most of us might assume, the building does not seem to be listed on the National Register of Historic Places or have a Texas Historical marker in recognition of historic value, and it is not included in the downtown Courthouse Historic District.

Those designations have value in analyzing what work must be done to comply with the Building Codes and it may be compared to what a new building requires. Another factor that would work in the favor of doing what is best for the needs of the building and yet not a lot of added restrictions, would be the application of the *IEBC—International Building Code*. It is a part of the IBC suite of codes but was not adopted by the City when the switch was made to 2015 codes. I am told that the City is considering going to a later edition of the IBC and at that point it would be helpful to include the IEBC. Not only for the City's historic or older buildings, but for private citizens as well.

Building Description and Basic Existing Conditions

The exterior building shell is comprised of loadbearing brick masonry and appears to be in substantially good condition. It has been used as a fire station from its inception but also housed a variety of other purposes, including a jail and other civic functions. Some modifications have necessarily been made over the years but with not too much impact on the actual structure. The building is now and has been for some time, used entirely for Fire Department purposes. The ground floor level, especially on the south side where the large bay doors are, appears to be four courses, or wythes, of brick. The walls could have easily been supported with three wythes, but common practice was to lay another course of brick inside up to the point of the floor joists, where that course stops and forms a shelf for the second floor framing—meaning the upper portion of the wall is three bricks deep. That is most clearly evidenced along the west stairs at the point where the second floor framing aligns.

The south and east “face” brick walls are laid using a smooth running bond with header courses interspersed usually at intervals of five course running and one course header, but both facades use differing methods of arranging the courses for decorative effect. Some course are laid “proud”, sticking out an inch or so and some are laid recessed. The north and west walls are laid with a softer “common” brick walls are laid with a combination of running bond and header courses, with five courses of running bond between single header courses.

The bottom few courses of the east and south facades are laid with the reddish common brick utilized on the north and west sides. *This brick is a softer material and especially on the north side, shows signs of some deterioration, perhaps from freeze-thaw cycles damaging the surface. It is this brick which appears to need careful mortar re-pointing sometime in the future, but is beyond the planned scope of this report or estimate.*

The very well made face bricks are produced by the dry press process of the finest quality and show little to no signs of aging or deterioration. These are a soft tannish color normally associated with a “manganese” additive to the clay, along with small random dark spots achieved by adding bits of iron to the mix before firing. The only one I saw removed was stamped with the letters “TFBCo” associated with an early Texas manufacturer, Texas Fire Brick Company near Elgin.

The original brick walls form a rectangle which in the plan view is 82'-1-3/4" on the east to west axis and 40'-0" on the north to south axis. There is an addition on the west end of the building which is 51'-0-5/8" north to south, and 12'-9-3/4" east to west adjacent to the west side of the original fire house. It is in the shape of an inverted “L” so the northern most portion extends another 15'-8-1/2" to the east.

The building appears to have been built upon a concrete slab-on-grade foundation and remains so today, with no evident subfloor area or basement area. The first level surface is the exposed concrete of the foundation and is not covered except for an epoxy-like coating in the actual apparatus bay areas. Interior floor finishes from numerous earlier renovations completely conceal the original second floor. One portion of that original floor is exposed in a storage closet on the second floor.

The interior finished ceiling conceals most of the original wooden structure and a substantial amount of mechanical and other systems above the second level. Above that lowered ceiling on the second floor, much of the original tin ceiling material remains on the higher, original ceilings. But that

tin and wood ceiling is broken and open in many ways and does not provide an effective barrier between the occupied areas and the attic. *We would prefer of course to remove the lay-in tile ceilings and repair, seal and repaint the tin ceiling. But we assume that will have to wait until someday when the building might become a fully restored museum or other use.* Maintaining the current purpose and keeping an eye for saving money while better protecting the occupants and building, we will place more faith in a *full fire suppression system above and below ceiling and attic, along with a full alarm and nomination system. That is included in our recommendations and estimating.*

The first level ceiling structure is covered with a series of large sheet products with joints concealed by wood strips. These do not appear to be the typical 4' X 8' module in panel products which came much later in the 20th century, and appear to be made of a fairly soft, likely cellulose fiber material with a smoother white finish. (No samples were taken or analyzed but similar products were used elsewhere in this era.) *This is the only barrier between the apparatus bay atmosphere and the second floor wooden framing and flooring. This report includes and recommends covering this entire ceiling and portions of the walls of the stairs with a more fire-resistive material and system. At least one layer of 5/8" Type X gypsum board over 7/8" metal hat channels screwed to the existing joist system—through the existing finish material or directly to the joists if that material is removed. All such finish work should occur after any upgraded MEP or other work is completed. The added bay to the south is not included in that new work. (We encourage comments and review from the Fire Marshal as to this effort. Our intention is to provide a better barrier to fumes, smoke and heat, recognizing that we cannot practically rebuild the floor/ceiling assembly in a true UL recognized assembly for- this application.)*

The floor/ ceiling structure is 2 by 13 wood joists laid on the north/south axis and resting on the outer walls and along a steel or iron beam running through the middle of the building, east to west. That beam, on both floors, is supported by cast iron columns in between the east and west walls. Those beams from that era were often referred to as "Carnegie Beams" and usually in the more traditional "I" section as compared to the "W" wide flange sections we use today. The wood floor above is supported by the wood joists.

The main anomaly to the straightforward building structure is the area on the north side of the building inside where there is substantial concrete structure. On the first level that was used for a jail cell and sally port to the outside and inside. The cell portion is now a restroom. Upstairs that concrete structure forms a substantial concrete incased vault complete with an original vault door. It is currently used for storage.

On the west side of the original building is an additional bay, which currently abuts a small one story private owner building to the west which is part of a small set of retail storefronts dating back many years. The original brick rectangle of the building was expanded at some point with a concrete block one-story structure to house a new firefighting apparatus, currently a brush truck at the time of our photos. That added bay closed the gap between the original brick building and the adjacent single story structures.

Fire Pole

There are stories we heard about the removal at some point of the fireman's pole from the second floor. I did not see indications where it might have been but I did not search deeply. Certainly does not remain.

Roof Structure

The roof structure and coverings were not analyzed at this point but should be in the future. The roof appears to be the same material where visible in all the photos dating back as far as we have seen. Because of its appearance and longevity and period of installation, we believe it is almost certainly a cement-asbestos product. That would have been the best material short of slate or lock-formed standing seam metal at the time of construction. Those roofs have lasted for decades in most installations and have been replaced more often because of changes in style or substantial damage from hail storms.

For primary purposes of this report, we did not look farther into the condition of this material *but we do recommend a review and plan for future replacement with a modern and similar, non-asbestos material.* Removal of asbestos containing materials on a public building, especially on the outside, is somewhat tedious and expensive, and carefully regulated by the State which is entrusted and obliged to enforce EPA regulations. The subsequent costs are higher due to the careful handling of the material being removed by specifically licensed contractors, its collection and encapsulation, and subsequent disposal in a landfill site licensed to receive that material. Nonetheless, if it is deteriorating and prone to occasionally “shed” pieces of roofing material, and *it should be included in the long-term assessment of the building exterior.*

On the long axis of the main roof, there is a low-pitch, nearly flat portion which supports an open web metal tower with a variety of equipment anchored to it—some in active and some active. That roof is accessed by a scuttle hole in the west stairway with a much less than OSHA accepted ladder. Or by an original scuttle hole in the metal ceiling above the Dining area. That access is concealed and inaccessible due to the current lay-in-tile drop ceiling grid. From that access opening, there is a direct wooden slat ladder leading to the hatch at the low-pitch roof some nine feet above.

In our renovation drawings we are recommending a new safer access point with a fixed safer ladder in the existing storage area on the second floor. That is behind a door which could be locked if deemed necessary. From that point where the existing metal ceiling is, about thirteen feet from the floor, a safe walkway will need to be built to convey a maintenance person to the existing slat ladder. Most of that work is included in the drawings and budget. A new safer ladder to the high roof is not at this time.

Brick

The brick is of two basic varieties as typical of masonry buildings from the eighteenth through twentieth century. A well-made high quality and often decorative “Face” brick on the sidewalk or main facades, with more economical “Common” brick utilized for hidden courses behind the face brick and for all sides of the walls which are deemed to be less visible— alleyways and party walls. In this case, the face brick is utilized only on the south and east facades, with common brick back up and exposed common brick only, on the north and west facades.

The face brick on the Station #1 building is a well-made dry-pressed brick of high quality. They are darkened by added colored minerals in the clay body and an added variety by use of “iron spots” which look like dark brown or black freckles across the face of the brick. These spots are deliberately formed by the inclusion of mineral particles in the wet clay prior to forming and firing. The darker color of the body is usually the product of other additives to the natural clay and on

occasion, the result of the clay itself coming from a distinct clay pit source. Usually it is produced by adding minerals which may include manganese or other additives.

The date of construction and the general appearance and size would say the brick could have come from any one of three or four local or regional manufacturers, available by nearby rail delivery or by truck. That would include Elgin Brick for the reddish brick common brick. The face brick are similar in color and size to some made around that time near Elgin by the Texas Fire Brick Co. (usually impressed in the wet clay as "TFBCo"). These brick measure 8-1/4 inches in length by 3-3/4 inches in depth and 2-1/4 inches in height and are well formed with sharp and true edges.

The fact that the face brick and common brick measure the same height, is less common in that period of construction. More often, the common brick was of a slightly greater height or thickness, which leads to some difference in courses where the corners of face brick walls meet common brick walls. It is accommodated by staggering courses of one or the other to eventually meet up with the same course line every five to eight course. The effect is visually noticeable and yields a less perfect bonding at those intersections. By matching the thickness of the brick in this case, the masons were able to form uniform coursing and key in the adjoining facades better.

Exterior Fenestration and Doors

Observation of the windows and glazing in most cases points to a nearly complete set of original window frames and sashes. The original swinging wooden doors for the fire apparatus bays have been long ago replaced with metal overhead doors with motorized operators. At one point a few years ago, the overhead doors in those bays included glass in the upper portions and were probably wooden overhead doors, according to older photos. This type of door is a necessary compliment to the needs of firefighters' rapid response and departure when called upon during an emergency. Those three primary doors are 12'-2" wide and 10'-2" tall. The door in the added bay is 10'-0" wide but taller. The metal overhead door in the east or entry façade is smaller at 10'-0" wide, and shorter. The original overhead transom still exists and is visible from inside the station, covered with painted plywood outside. That bay is not currently housing a vehicle.

Windows and single doors:

The mostly original window glazing is single pane and clear without tint. While that is not ideal for energy conservation it is certainly the most appropriate approach to maintaining the building's historic fabric and appearance. *We would advocate that these windows remain single pane and un-tinted, and we recommend updating and refreshing the paint and sealants around the frame and joints. That will reduce leakage and enhance thermal properties. That effort is included for cost estimating purposes within this report, on the drawings.* Another way to enhance the windows is to add better sealing where the sashes meet the jambs. A small variety of options are available for that, the best being metal weather-stripping applied to the jamb and sill. That is a labor-intensive process and other options might be considered, but it is the most effective way to seal the windows and allow them to still operate. *That effort was not included in the estimating portion of this report.*

Many windows especially on the second floor, have been modified over the years to accommodate changes to the interior, mainly lowered or "drop" ceilings. The solution for the view from exterior—looking into the void over the dropped ceilings—was to apply painted plywood to fill in the upper sections—changing the original arched openings in a major way on the east and south sides. *We would recommend taking a different approach to achieve the goals without the plywood "eye patch" in the arches.* The simplest approach would include removing the painted exterior plywood and applying dark colored or black paint to the inside of the glass, or for a longer solution, just adding a moisture—

resistant dark board inside the window. If that is not accessible in all locations, a similar approach could be taken on the outside. Plastic laminate faced-panels would be long-lasting examples of that approach and only slightly better than the red plywood.

All of these are just half-way and really just cosmetic half-measures with some level of visual improvement. The image of this very proud building is diminished by those window "eyelids".

Ultimately, if the building one day becomes historic and a museum-quality renovation is undertaken, all these windows could be re-opened to higher ceilings inside—with mechanical systems in the huge attic instead of the drop ceiling. *The best interim solution is to install the ceilings in a manner where they must remain "dropped" such that there is a simple turned-up portion behind each window, usually about two to three feet deep into the ceiling. This solution preserves the noble exterior image of the windows and provides a surprising amount of additional light inside. These recommendations are not included for the estimating part of this report.*

In the past, that plywood and all the trim was painted a more neutral color, according to old black and white photos, and it was not as stark or noticeable. The fire engine red paint now draws the attention of the eye more eagerly. A change in color should be considered.

Life/Safety Conditions

(See also the attached report from the MEP engineers.)

By far the most important aspects of concern in this facility are related to protection of life and safety of users and the occasional public visitors. Protecting the building is secondary to protecting people but just as important in terms of also considering means to accomplish the life safety aspects and unlikely potential of collapse in an all-consuming fire event. Sort of works hand in hand.

The age and configuration of this historic building will prevent the City from a complete makeover into a fully Code-complaint structure, but we can make a few significant improvements, each of which adds a level of protection throughout.

Because the building has been continuously occupied since construction with the specific purposes for its current use, the 2015 International Code suite would make significant allowances through the International Existing Building portion of the code. According to the City website, the 2015 codes are adopted. I do not find the exact mention that the Existing Building Code portion has been adopted yet, but doing so is a fairly easy process and useful to undertake.

That Code and National register listing would allow exceptions for relief from some requirements, even some of the ADA /TAS requirements, and some aspects of the fire code, but not the very basic elements in this occupancy.

There is currently no fire suppression system or integrated contemporary fire detection and reporting system as required by Code for this occupancy. That would be important in any building where there are 24 hour occupants and sleeping quarters above a vehicular area. In this case, the nature of the construction would indicate a need for more stringent application of fire protection measures. [This report advocates for that and the engineering drawings provide more detail for that.](#)

It might initially seem to some people that having fire alarms and suppression in a fire station is unnecessary. The people who would respond to a fire are already there right? In fact, they may not be there but out on a call to protect another property or victim. There are cases in other parts of the country even in this decade, where a fire station has burned down because the entire crew was off fighting another fire, and there was no detecting or reporting system in place which would have alerted other fire departments or stations to respond. Further, some of the time, most of the occupants are sleeping and on the second level above the apparatus bays below, and with little to no barriers to the movement of gases and smoke and flames to their level.

The building shell is fireproof construction of solid masonry but the interior construction, of especially the second level, roof and attic, are all wooden structural elements and wooden remodeled interior walls in many cases, with concealed voids above ceilings and in the attic. We note that the only emergency access and egress stair ways are both constructed of wood and have inadequate width (west stair) or handrails. And in each case the doors leading from the second floor to either stair, swing in the wrong direction for emergency egress, or swing dangerously over the stair. [We have indicated on the drawings to replace and relocate those wooden doors with metal doors that have smoke seals and emergency exit hardware. We also have indicated to continue the gypsum board barrier up the sides of these stairways where wood is exposed and could support flames traveling up to the second floor and further endangering egress in an emergency. These are included in the drawings for estimating.](#)

[There are two stairways out of the second level, neither of which is compliant with best practices for true safety exit ways or emergency egress.](#) We can however enhance the safety somewhat without destroying the historic nature. Both have doors which swing inward instead of outward, as required, in

the direction of egress travel.

We can accomplish a better and safer exit on the west stair by adding a vestibule with an out-swinging door, which has smoke seals and fire-resistant construction and a panic bar inside. That provides a landing at the top of those stairs and allows the new door to appropriately swing outward into that vestibule landing. The panic bar only enhances the fast exiting from the upper level crew areas, for egress or emergency calls. *This is what we recommend and is included in the estimating documents. We also recommend applying the same gypsum board installation on the vertical surfaces of the wood part of this stair, all the way up to the original wood ceiling. That would remove the broken lay-in ceiling and close the dangerous attic access, and remove that dangerous wooden ladder. Those can be replaced in the interior storage area with a safer ladder and hatch into the original attic.*

The remainder of that stairway would seem narrow to any current code review, and is not of the construction type we would plan in a new building. It will be very difficult to replace those stairs with ones compliant with current code. If the Fire Administration and City Building Office deem these to be basically acceptable as they are, we can leave the remainder of that stair down to the Bays below. It seems to have served for a very long time. If we need to improve it further we can cut into the floor/ceiling structure and widen the stairs and add handrails on each side. That would help and allow safer transition, but the landing near the bottom and the height of the risers will remain a problem without encroaching on the closest apparatus bay.

We could also rearrange the upper landing and doors of the east stair, so that the doors there, at least one of them, could swing out. We *did show that configuration in this report* and it is easily added. The focus having been on the portions where fire fighters are sleeping or resting or eating. We *do include work* to add handrails on each side of the east stairs, making the current single rail more complete and adding a rail where there is none. We also recommend applying the same gypsum board barrier over the exposed wood wall material on the east stair Inside the apparatus Bays area.

We *did not include, but would advocate for a reworking of the downstairs doorway* emptying to the street sidewalk. The barrier to that, and the reason that doorway opens swinging in and not out, is that there is not enough landing on the outside, top of stairs. To make that safer and more compliant with modern codes, would mean extending the landing and steps farther into the sidewalk area, maybe even turning the steps parallel with the façade to minimize intrusion distance into the sidewalk area. The steps are already over the property line and this would increase it some. That may be moot as long as it is a City-owned building and it has been achieved in other historic buildings in the downtown area, trading a safer entrance for a variance. *We did not include these changes for the estimating drawings included.*

That main doorway is part of an inappropriately modern "storefront" aluminum and glass system which should surely be replaced with more appropriate doors and sidelights in any future major reworking of the exterior. Maybe if the entry stairs and door swing are to be corrected at some point. We did not include any of that work in this estimating set.

A special note, requesting review by the Fire Marshal and Chief. If we were starting from scratch we would all certainly maintain a rated separation between the Apparatus Bays and the washroom. There are currently two openings between the west Brush Truck bay and Laundry room which open into the main Bay area. These are each at a small change in floor level and do not have doors. We did not include reinstalling doors there with automatic closers and smoke seals as we normally would, because we believe those would stay open in any case, just as they are now. They would probably be more than a nuisance so we chose to not indicate those new doors. If review by Building Officials or Fire Marshal lean to inclusion, we will indicate those.

General Upgrades

Restrooms up and down:

Upstairs restroom:

Our recommendations and estimating documents [include a full renovation](#) of the existing upstairs bathroom including relocating the mechanical system and providing for more cabinets and new fixtures, floor finish and wall finish. The shower stall has been replaced in this updated version with a new tiled larger shower. According to a review with a TAS/ADA consultant we are obliged to make the new shower accessible. Anything we replace must be either fully accessible or easily modified with minor adjustments in the future if the floor becomes accessible (as in, an addition of an elevator.) We did not widen the doorways or hallway but we believe these other improvements will be welcomed.

The upstairs restroom rests on a concrete poured-in-place floor, which is open from below through the storage room adjacent to the old jail cells. The plumbing leaks over the many years have eroded some of the steel reinforcing in that concrete. The structural [engineer has included recommendations to repair that concrete in place, without major demolition.](#)

The first level restroom has been renovated with talented in-house expertise in recent years, but we recommend a couple of improvements primarily to correct some tripping hazards and allow better accessibility. It may not entirely comply with the ADA level of accessibility, and we did not hear a mandate to assure that it does. We do believe that the Existing Building Code provisions will not require such an improvement, however a Texas Accessibility Standards review may find a different conclusion. The engineers have indicated improvements for plumbing in that restroom in their drawings, and we have indicated removing the dangerous high curb at the doorway from the Bays into the old jail vestibule. And then infill the lower floor to make that whole path from Bays to restroom more level. That will require the old wooden door separating the vestibule from the storage room to be reworked and raised with a step down into the storage room. [That work is included in the estimate.](#)

The Mechanical engineers have [also indicated installation of an exhaust fan](#) in this room, as per Code.

The [Existing Kitchen is to be fully renovated](#) with new cabinetry, plumbing, electrical and finishes. Some of the work is mandated by access to repair and replace outdated and dangerous electrical equipment and wiring. The lay-in ceiling will be replaced as part of this work and the mechanical system renovations. We have indicated the entire replacement of cabinetry including the three shift dry storage cabinets moved from that side of the kitchen to a section of the west Dining wall.

Mechanical Systems

The existing mechanical systems upstairs were reviewed and the Mechanical engineer has provided recommendations and brief preliminary documents to relocate the relatively new fan/coil and heater from the bathroom, and move it to the existing storage room across the hall from the restroom. The goal is to reuse as much of the existing ductwork as possible. Making that work will require removing and [replacing the entire existing but well-worn lay-in ceiling](#) on the second level, mainly across the Day Room and kitchen and the bunk rooms. That [work is indicated](#) in the brief documents.

Plumbing

The plumbing systems were reviewed and comments and recommended upgrades [are included](#) in the Engineer's report. That includes the work in the restrooms, kitchen and a new water heater.

Fire Suppression System

The most important engineering recommendations and preliminary documentation *include a new complete fire suppressions system and alarm system*. Their plans and ours assign a location for a new Fire Riser room on the first floor. There is an existing outer door in an opening through the wall there and we recommend making that door active again with a metal door and frame and appropriate hardware. There is an existing six inch water line in the street almost immediately east of this new room, and that would allow the new line to be run along the outside of the building instead of cutting through the concrete floor except at the actual entry to the Riser Room. That water line is included in a planned project to be increased to an 8 Inch line in coming years or so. That will be fully adequate to serve this new sprinkler system.

The new fire suppression system will include placing sprinklers in the large wood frame and unoccupied attic space. Because that area is not conditioned with heat that portion will have to be a dry pipe system. That will also be served from the first level fire sprinkler room and will require a separate pipe all the way to the attic, through an existing closet just east of the vault upstairs.

Finishes in and out

We have included recommendations to repaint the wood trim and casings on the exterior, including resealing and carefully repainting the windows and single doors. The overhead doors are to be left alone.

There is a fair amount of new finishing to accomplish on the ceiling of the entire first floor within the Apparatus Bay areas and stairways. Also some new work in the added vestibule at the top of the of the east stairs, in the existing hallway leading to the Day Room, the bunk rooms, and the added walls around the new fire Riser Room. There will be reworking in the bathroom and restroom and kitchen areas too.

We recommend and included the removal of all the carpet throughout the second level. It is more than well-worn and is not respectful to the dedicated personnel who use it.

Historic Photos follow

#1 is similar to current configuration. Some windows and transoms are filled in already on the East or Entry side. Trim is a light color. The added Brush Truck Bay on the west end appears here. Chevrolet Suburban started that body and grille type ca. 1973.

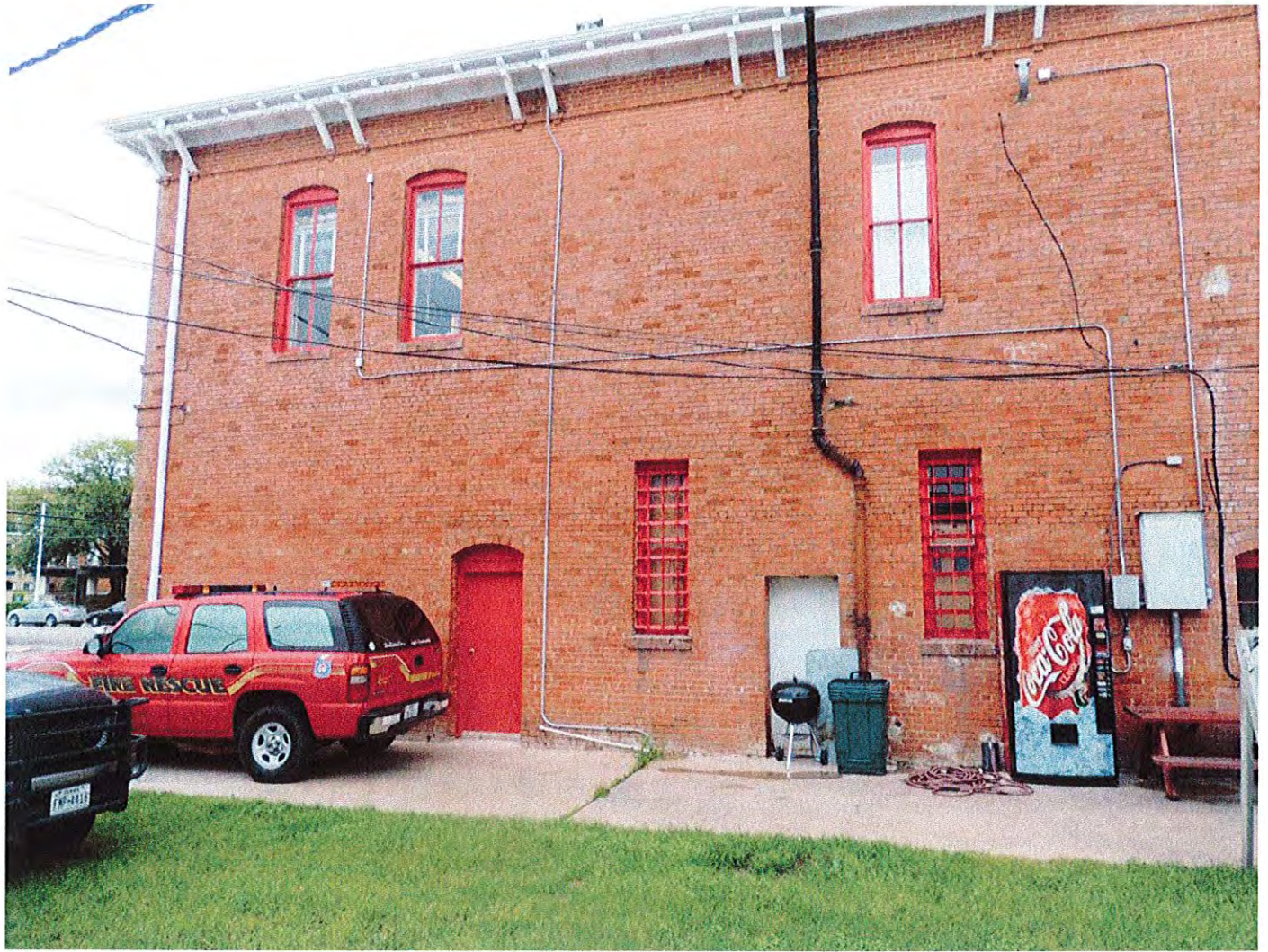
#2 shows the original folded wooden doors. The current doorway in the South side, closest to the east, is still a window here. Large reflector lamps on a fire engine are seen in the shadows. Date unknown.

#3 shows the bay doors in more detail. There is no door at the far west end of this south façade. The westernmost bay door, the shorter one, seems to have a sign reading something to the nature of "Willards Service Station". The vehicles, second and third one at least are Model T era. This appears to be a parade day and they may all be cueing up for a parade to the square nearby. The US Post Office would have been in this photo between the Station and that large two story house in the distance, had it been taken after about 1932.

#4 is the earliest we saw amongst *these historic photos in the current Station administrative area*. This is the closest to the date of construction. Interesting note is the middle and easternmost bay doors are higher with a narrow transom. The westernmost bay has a wider, taller transom and thus a shorter door height. All the overall door head heights align in the same locations exists today. Unclear if the door which once opened from the western stair to the street is already in place here. But it seems to not be there. The siren or bell tower is already in place. Date is unknown. Judging by the "horseless carriage" vehicle, it can easily date to the very earliest dates of construction.









INTERIOR, GENERAL CHARACTER ONLY



Portion of kitchen looking north.

INTERIOR, GENERAL CHARACTER ONLY



INTERIOR, GENERAL CHARACTER ONLY



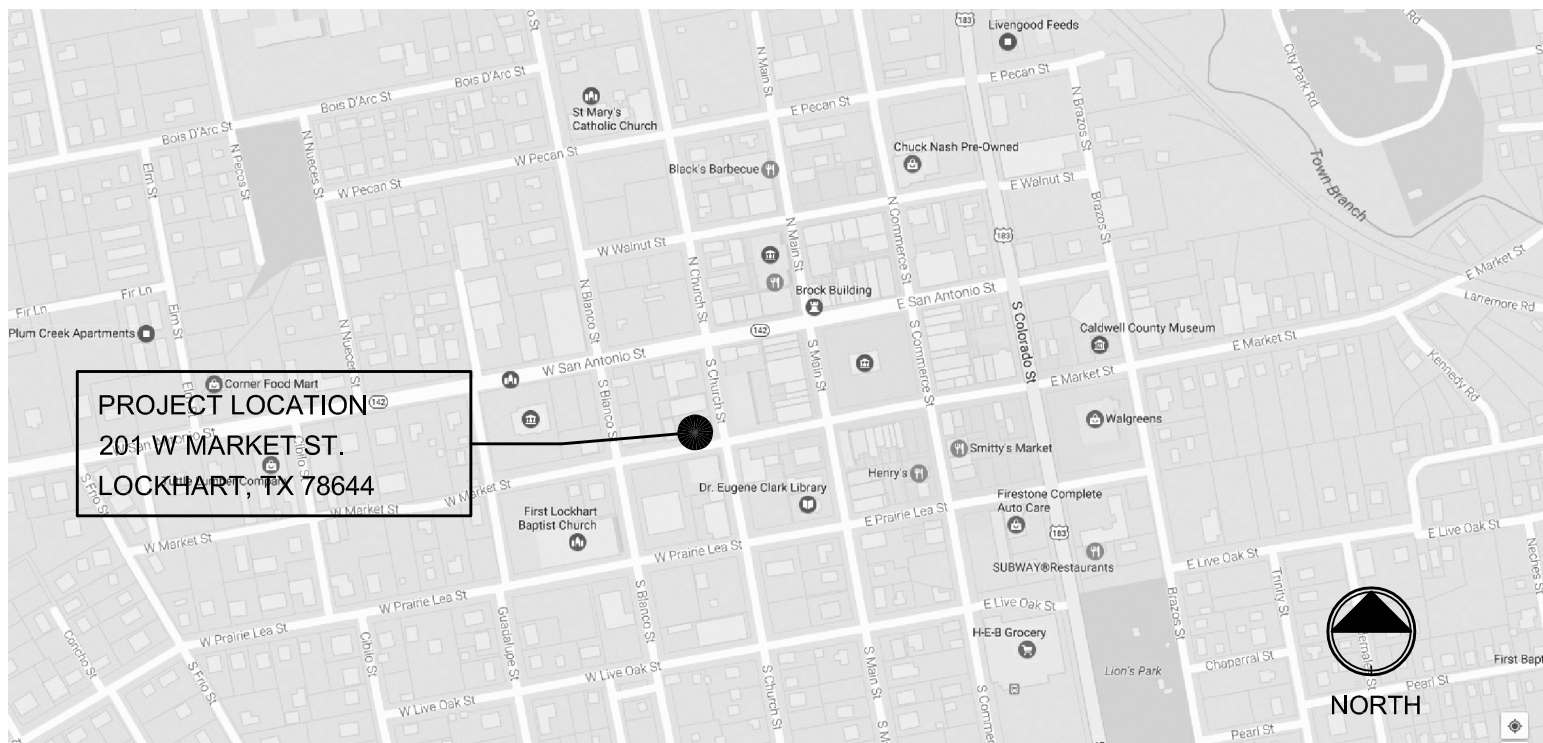
CITY OF LOCKHART FIRE STATION #1

PRELIMINARY
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY. IT IS NOT TO BE USED FOR FINAL DESIGN OR CONSTRUCTION. PREPARED BY: ROBERT A. STEINBOMER, TEXAS REG. #7988

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ARCHITECTURE INTERIORS

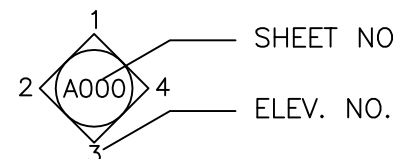
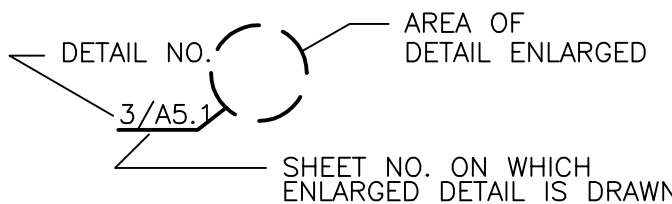
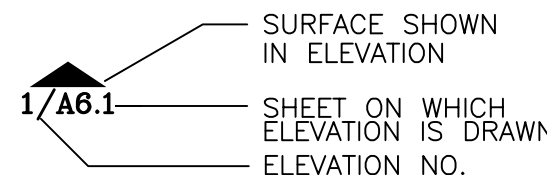
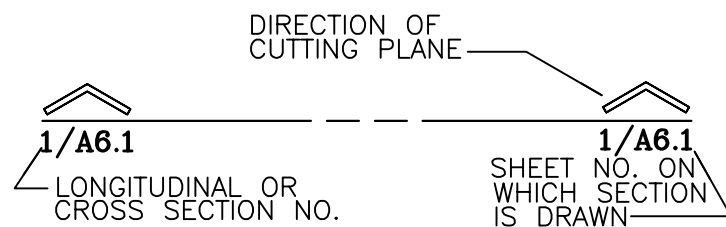
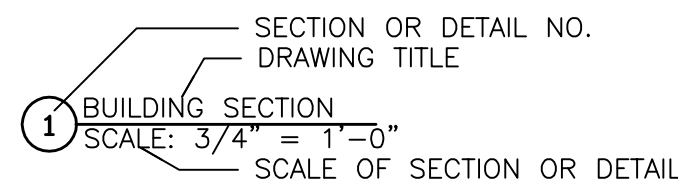
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VICINITY MAP

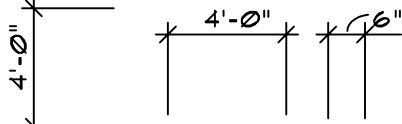


GRAPHIC SYMBOLS & CONVENTIONS

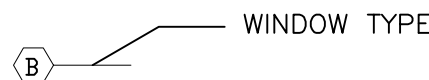
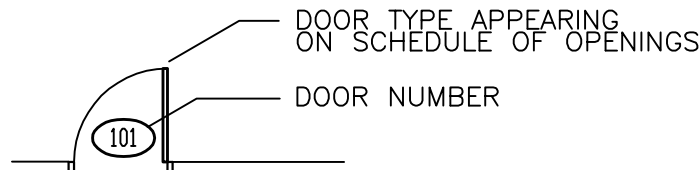
GRAPHIC SYMBOLS



GRAPHIC CONVENTIONS



DIMENSION LINE DESIGNATIONS



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STRUCTURAL: 8 1/2" X 11" ATTACHMENT

RENOVATION TO THE LOCKHART FIRE STATION #1 201 W MARKET ST, LOCKHART, TEXAS 78644

DATE:	11/06/20	
DRAWN:	BJ/BP	
SCALE:	AS NOTED	
No.	Description	Date
	REVISION	2/23/2

SHEET X OF X

COVER SHEET

A-001

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 EXISTING WALL CONSTRUCTION
 DENOTES AREAS TO BE DEMOLISHED
 EXT'G WIRE FENCING

RENOVATION TO THE

LOCKHART FIRE STATION #1

201 W MARKET ST, LOCKHART, TEXAS 78644

PRELIMINARY

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TEXAS REG. #7988

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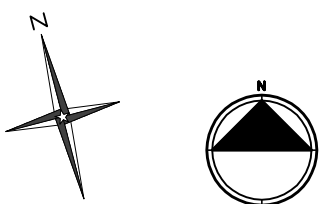
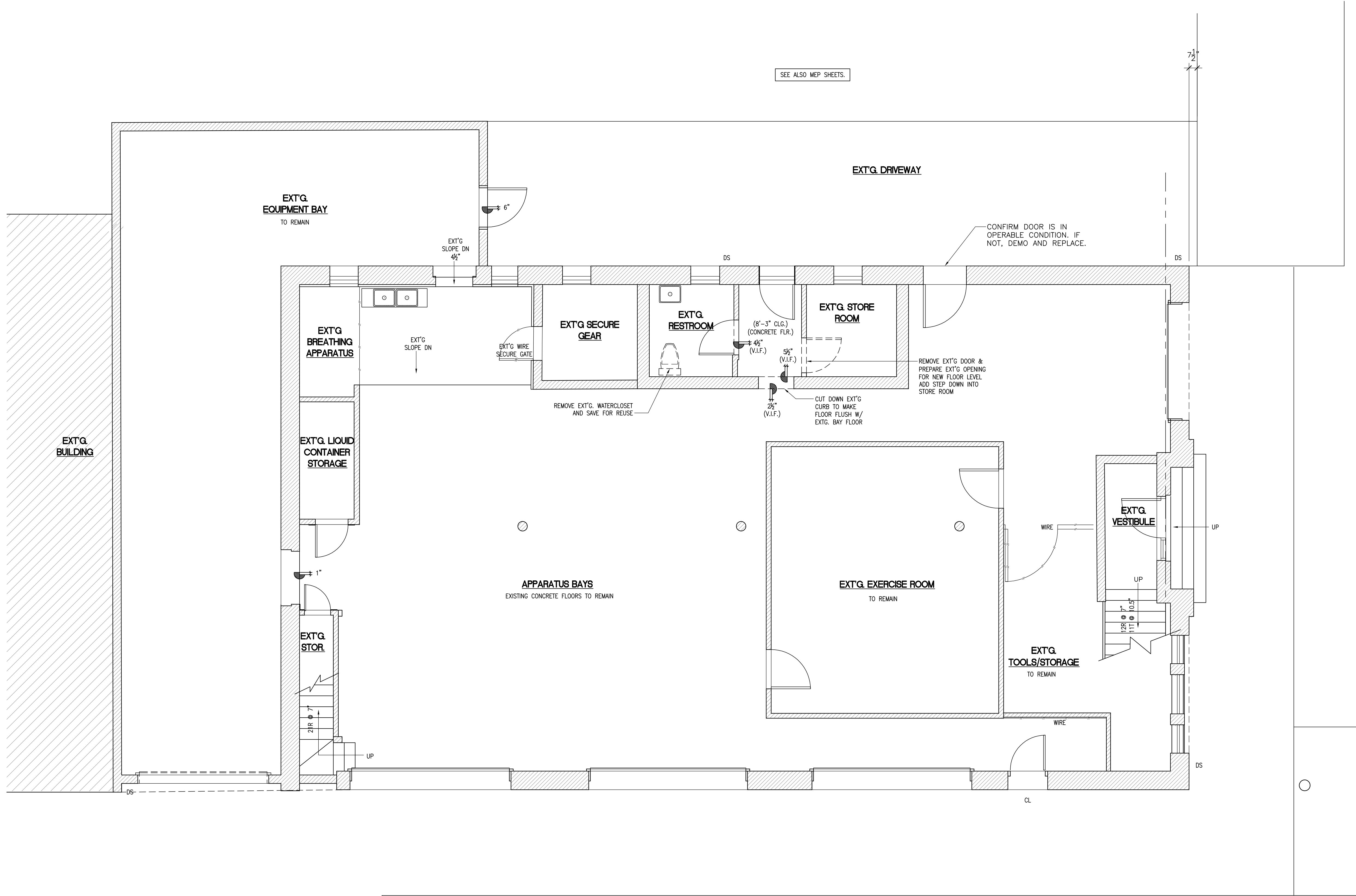
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SHEET X OF X

DEMOLITION PLAN

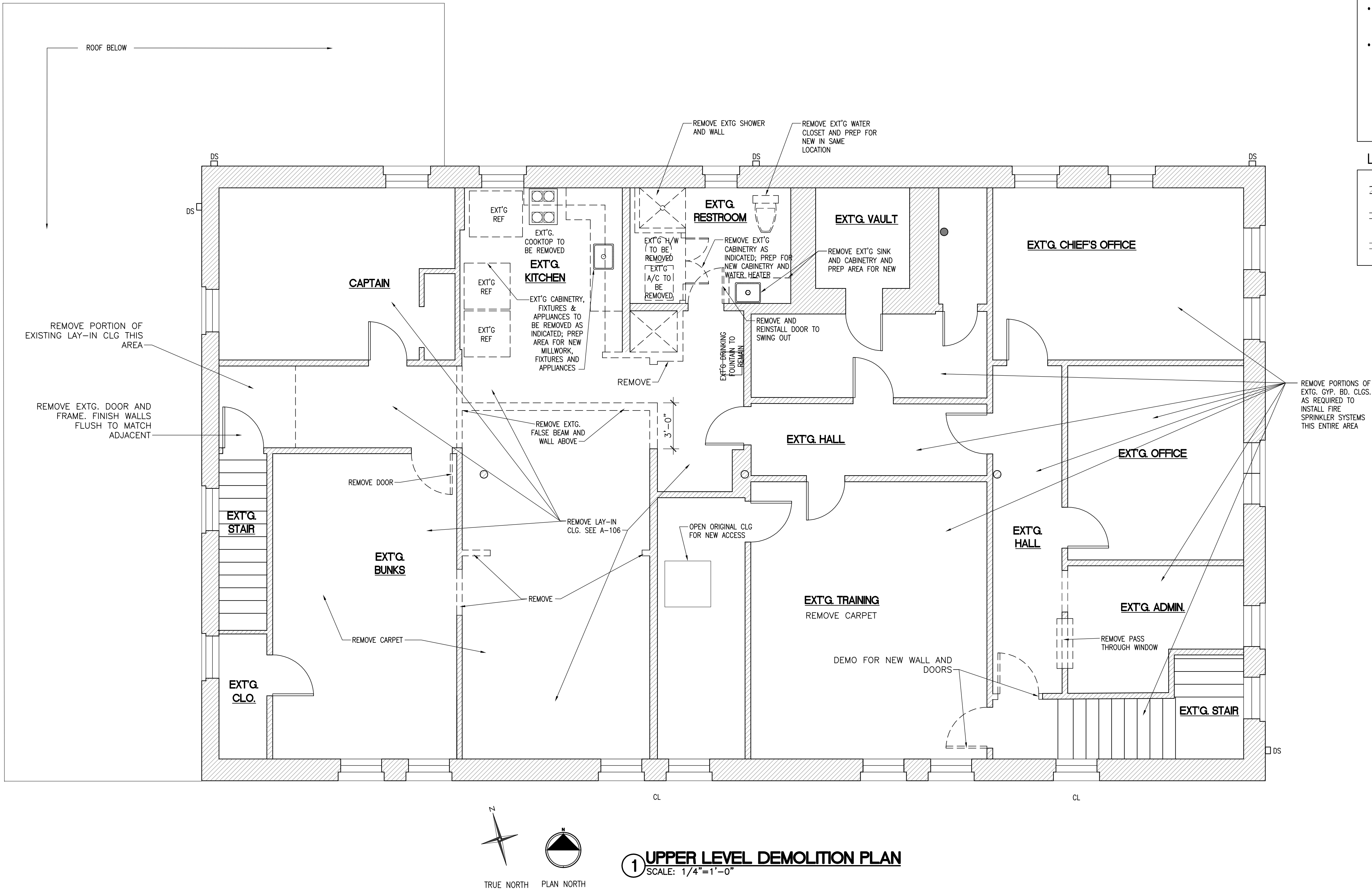
A-101



TRUE NORTH PLAN NORTH

1 LOWER LEVEL DEMOLITION PLAN
SCALE: 1/4"=1'-0"

SCALE: 1/4"=1'-0"



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RENOVATION TO THE
LOCKHART FIRE STATION #1
201 W MARKET ST, LOCKHART, TEXAS 78644

DATE: 11/6/20
DRAWN: BJ/BP/EL
SCALE: AS NOTED

No.	Description	Date
1	REVISION	2/23/21

SHEET X OF X
DEMOLITION PLAN
A-102

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LOCKHART FIRE STATION
RENOVATION
ROBERT A. STEINBOMER
TEXAS REG. #7988

201 W MARKET ST, LOCKHART, TEXAS 78644

SHEET X OF X
LOWER LEVEL
FLOOR PLAN

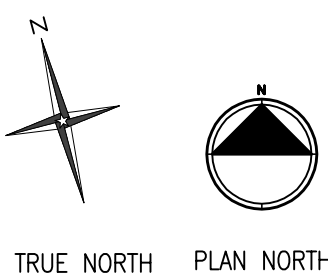
A-103

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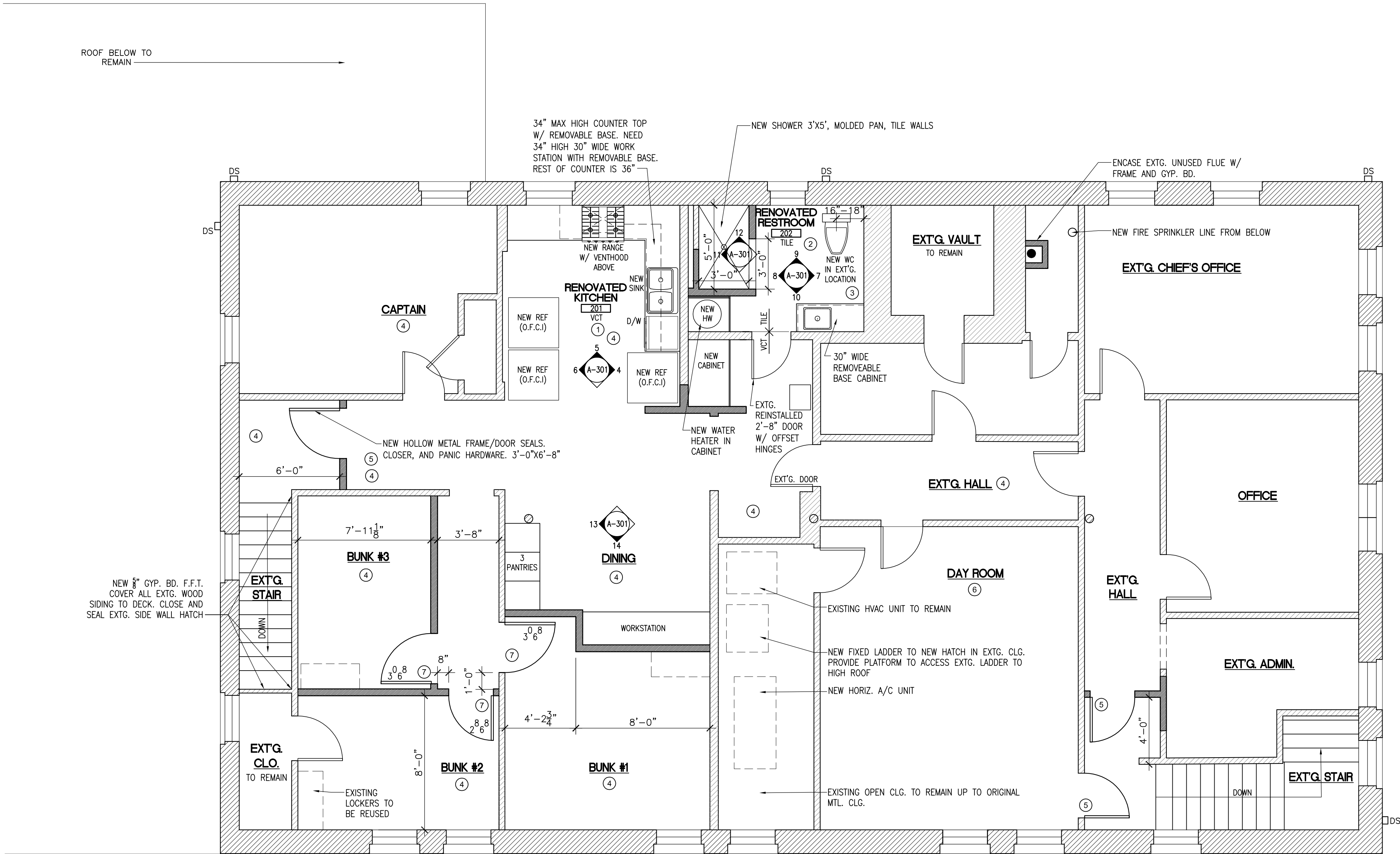
 DENOTES AREAS WHERE NO WORK WILL BE PERFORMED
 EXISTING WALL CONSTRUCTION
 NEW WALL CONSTRUCTION (FRAMING AND FINISH)
 EXT'G WIRE FENCING

1 PROVIDE NEW TILE ON WALLS BEHIND AND ADJACENT TO WATERCLOSET AND PROVIDE NEW PAINT ON ALL OTHER WALLS. PROVIDE NEW TILE FLOORING THIS AREA.

- REPAINT INTERIOR WALLS AND TRIM TYP. THROUGHOUT



1 LOWER LEVEL FLOOR PLAN
SCALE: 1/4"=1'-0"



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- EXT'G WIRE FENCING

GENERAL SCOPE NOTES

- PROVIDE NEW CABINETRY, SLIDE-IN RANGE WITH VENT HOOD ABOVE, SINK W/ DISPOSAL, DISHWASHER, AND REFRIGERATORS (3) AS INDICATED; PROVIDE NEW PAINT THROUGHOUT.
- PROVIDE NEW CABINET FOR WATER HEATER AND GENERAL STORAGE AS INDICATED; PROVIDE NEW PAINT THROUGHOUT; PROVIDE NEW COUNTER, CABINETRY AND LAVATORY SINK.
- NEW W/C, LAV, AND CABINET, NEW MIRROR, LIGHTS
- NEW VINYL STRIP FLOORING OVER EXISTING V.C.T.
- NEW H.M. DOOR AND FRAME WITH SMOKE SEALS, CLOSER PANIC HARDWARE
- NEW CARPET
- NEW S.C. PNTD. WD. DOORS W/ LEVER PRIVACY LOCKSET

ADDITIONAL SCOPE NOTES

- REPAINT INTERIOR WALLS AND TRIM TYP. THROUGHOUT
- SEE ALSO MEP AND STRUCTURAL DRAWINGS

RENOVATION TO THE

LOCKHART FIRE STATION #1

201 W MARKET ST, LOCKHART, TEXAS 78644

PRELIMINARY

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DATE: 11/6/20
DRAWN: BJ/BP/EL
SCALE: AS NOTED

No.	Description	Date
	REVISION	2/23/21

SHEET X OF X
UPPER LEVEL
FLOOR PLAN

A-104

	NEW 2' X 4' LIGHT FIXTURE - REFER TO MEP DWGS
	2X4 ACOUSTICAL CEILING TILE WITH GRID
	PAINTED GYP. BOARD CEILING - FURR DOWN AS INDICATED , TYP.
	DENOTES CENTER OF GRID
	SUPPLY AIR DIFFUSER - COORD. W/ MEP
	RETURN AIR DIFFUSER - COORD. W/ MEP
	EXHAUST GRILLES - COORD. W/ MEP
	WALL-MOUNTED EXIT SIGN - COORD. WITH MEP
	WALL-MOUNTED LIGHT - RE MEP DWGS
	SURFACE-MOUNTED LIGHT - RE MEP DWGS

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NOTE: CONDITIONS OUTSIDE THE LIMITS OF CONTRACT ARE ASSUMED.

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ER
SLOPED
SIDE OF

A NEW BUILDING FOR

LOCKHART FIRE STATION #1

BORCHERT LOOP, LOCKHART, TEXAS 78644

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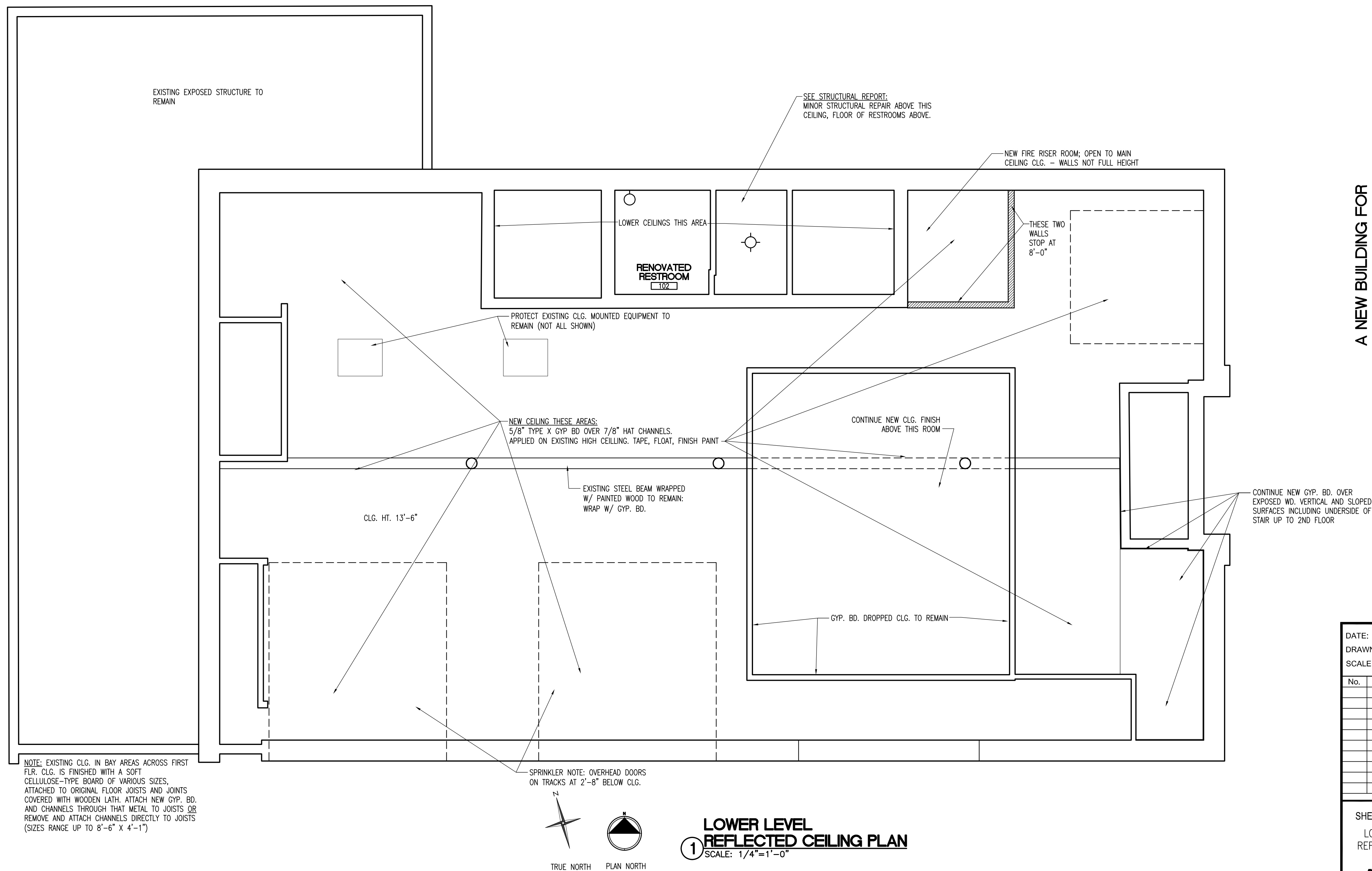
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SHEET X OF X
LOWER LEVEL –
REFLECTED CEILING
PLANS

A-105

Page 129 of 380



 NEW 2' X 4' LIGHT FIXTURE - REFER TO MEP DWGS

 2X4 ACOUSTICAL CEILING TILE WITH GRID

 PAINTED GYP. BOARD CEILING - FURR DOWN AS INDICATED , TYP.

 DENOTES CENTER OF GRID

 SUPPLY AIR DIFFUSER - COORD. W/ MEP

 RETURN AIR DIFFUSER - COORD. W/ MEP

 EXHAUST GRILLES - COORD. W/ MEP

 WALL-MOUNTED EXIT SIGN - COORD. WITH MEP

 WALL-MOUNTED LIGHT - RE MEP DWGS

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SEE ALSO MEP SHEETS

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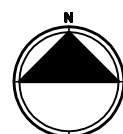
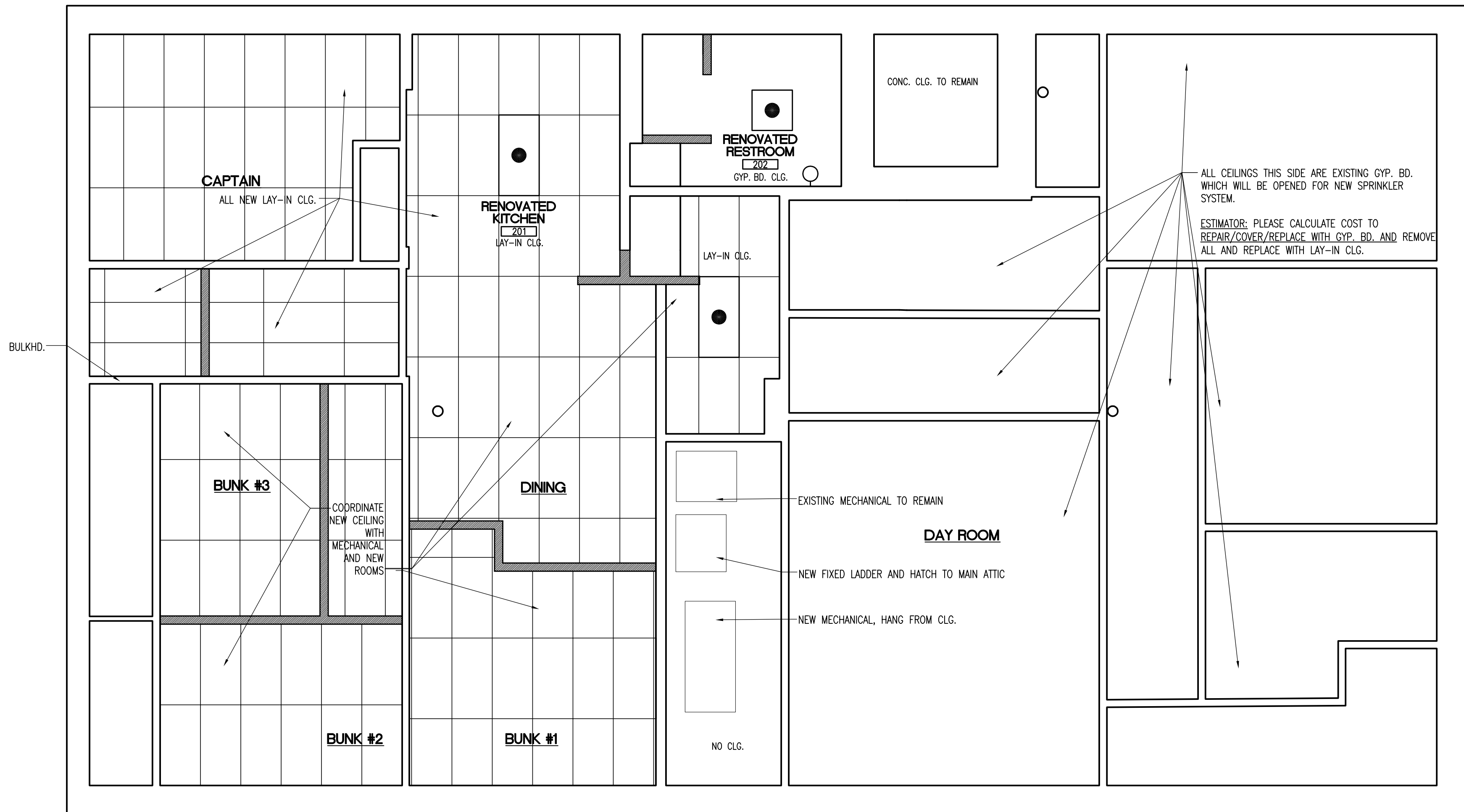
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A-106

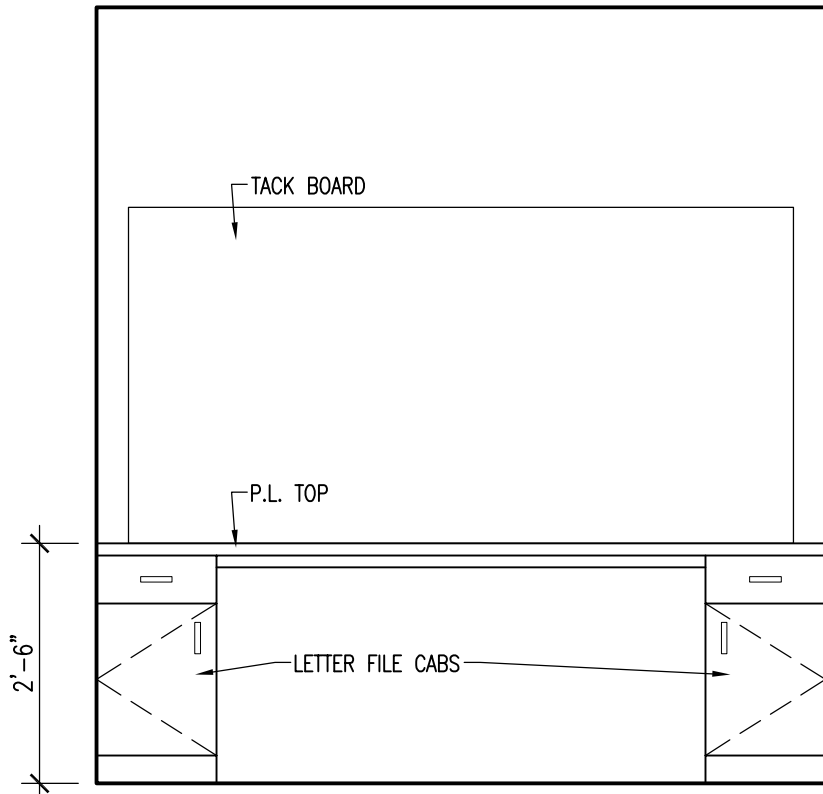
Page 130 of 380



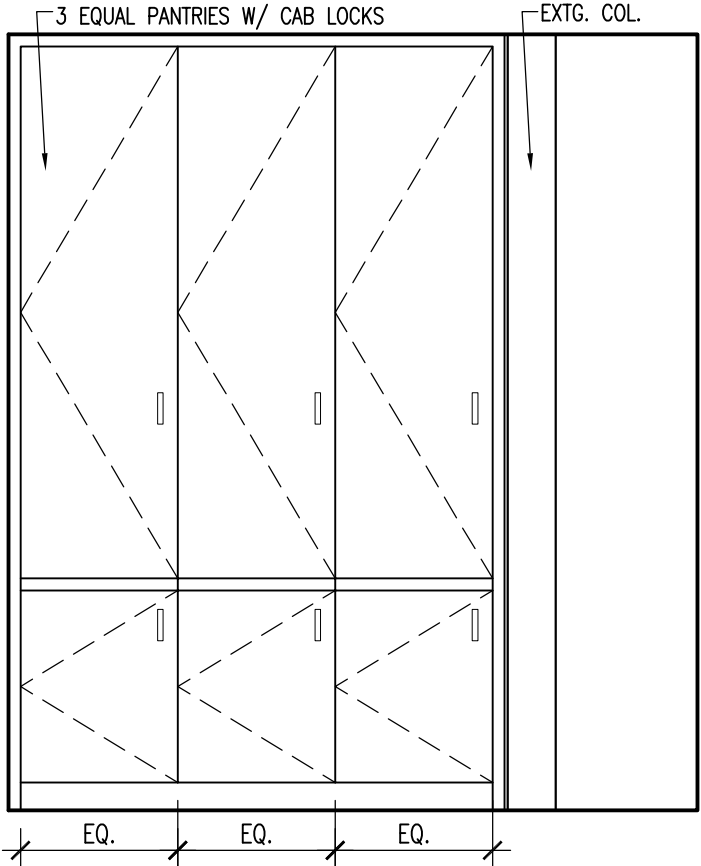
TRUE NORTH PLAN NORTH

**UPPER LEVEL
REFLECTED CEILING PLAN**
1 SCALE: 1/4"=1'-0"

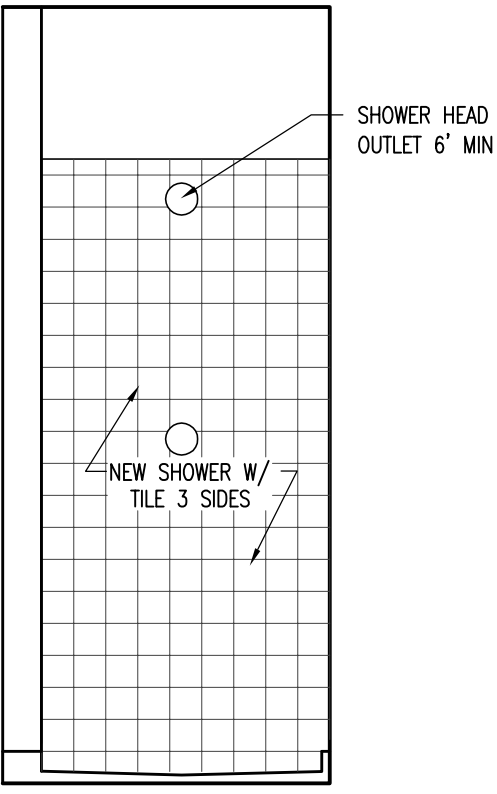
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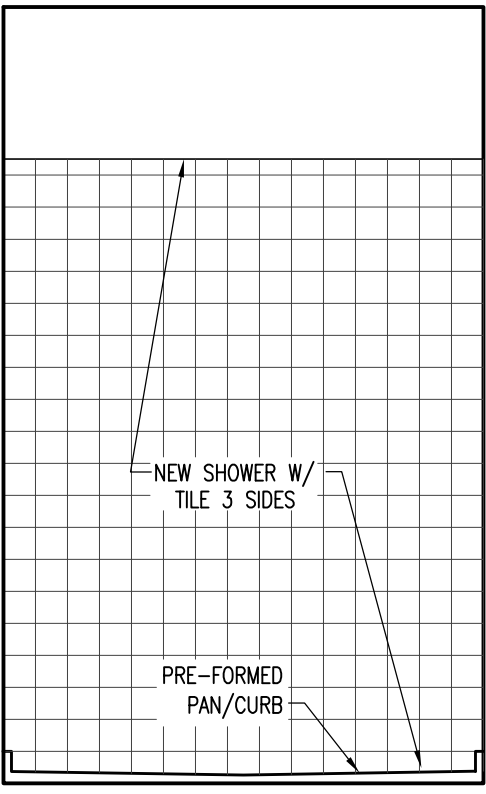
14 DINING SOUTH
SCALE: 1/2"=1'-0"



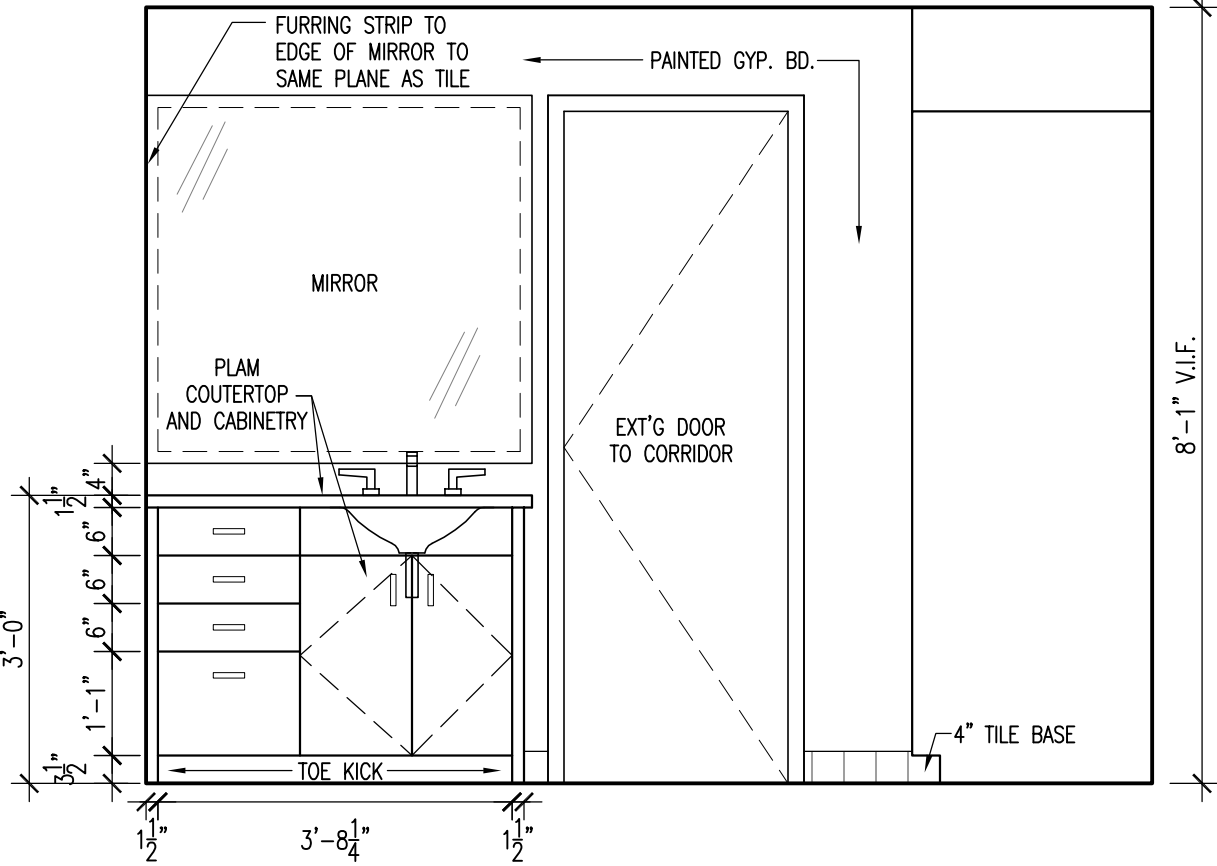
13 DINING WEST
SCALE: 1/2"=1'-0"



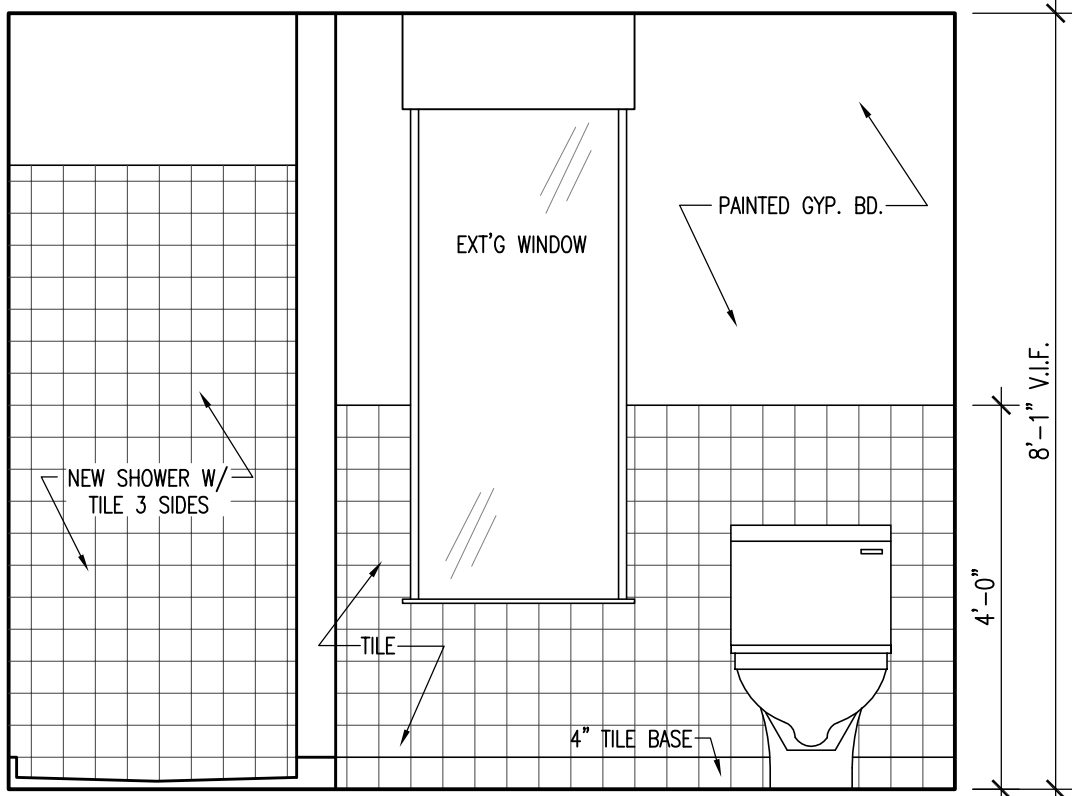
12 RENOVATED RESTROOM 202 - SHOWER INSIDE EAST
SCALE: 1/2"=1'-0"



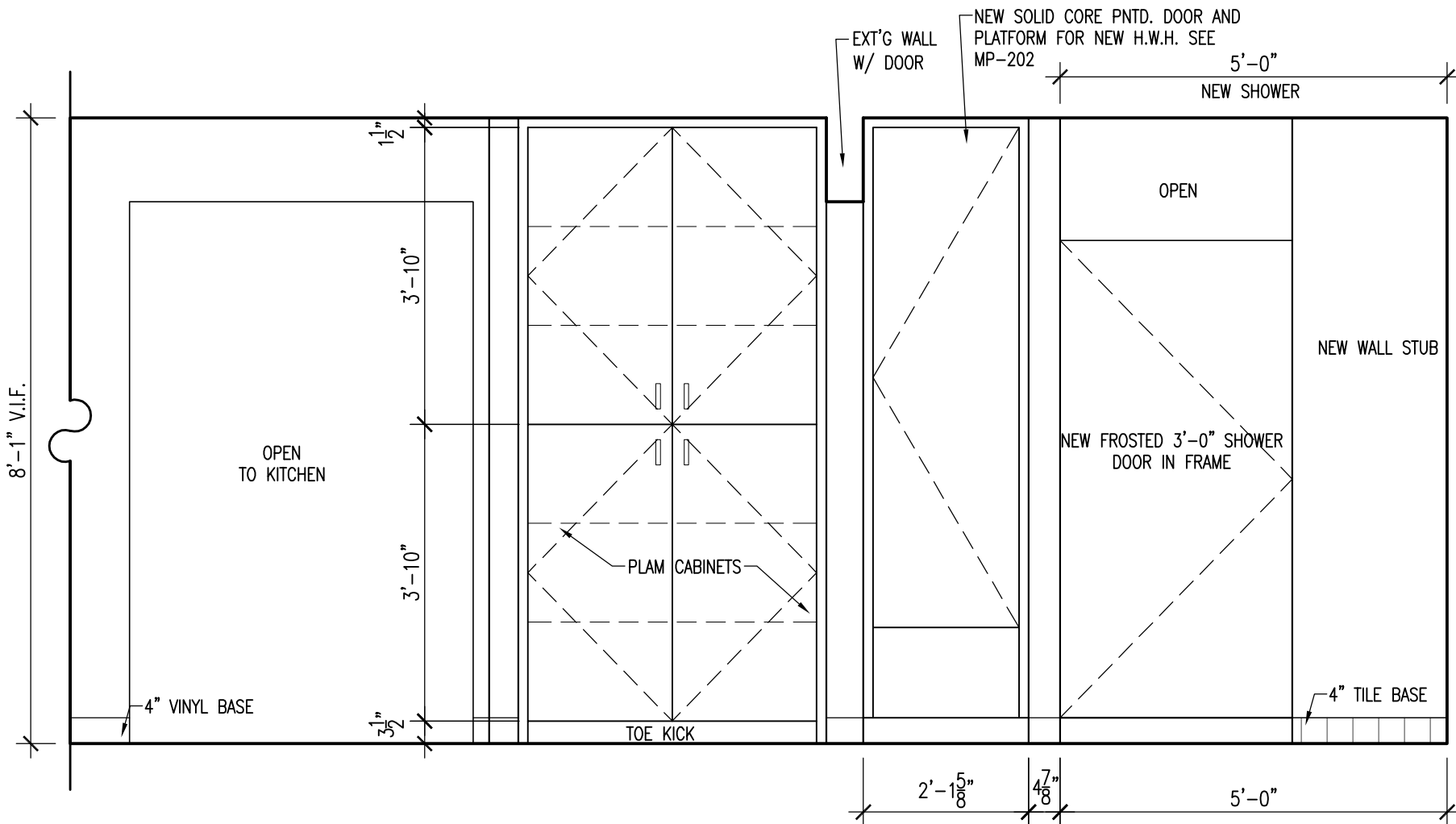
11 RENOVATED RESTROOM 202 - SHOWER INSIDE WEST
SCALE: 1/2"=1'-0"



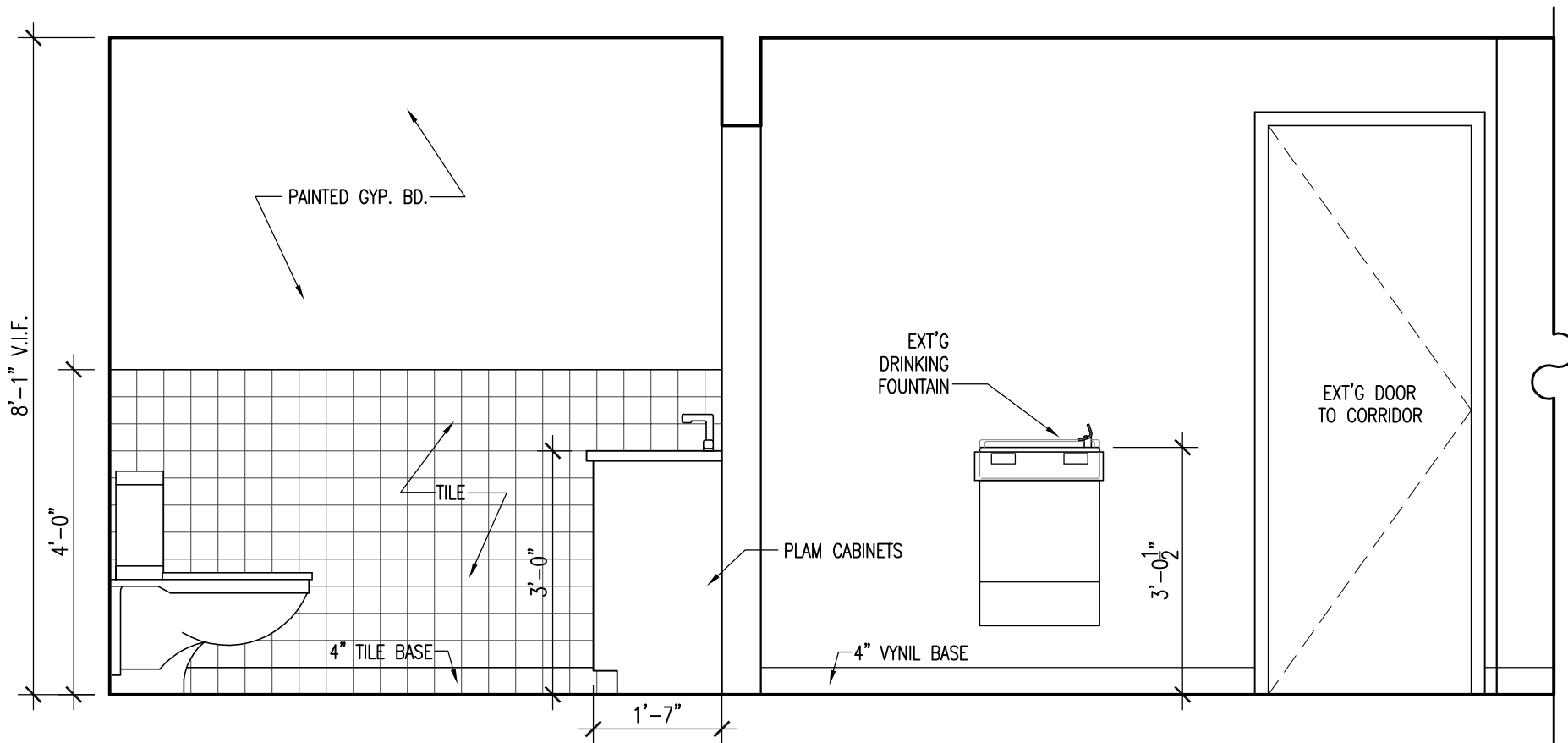
10 RENOVATED RESTROOM 202 - SOUTH
SCALE: 1/2"=1'-0"



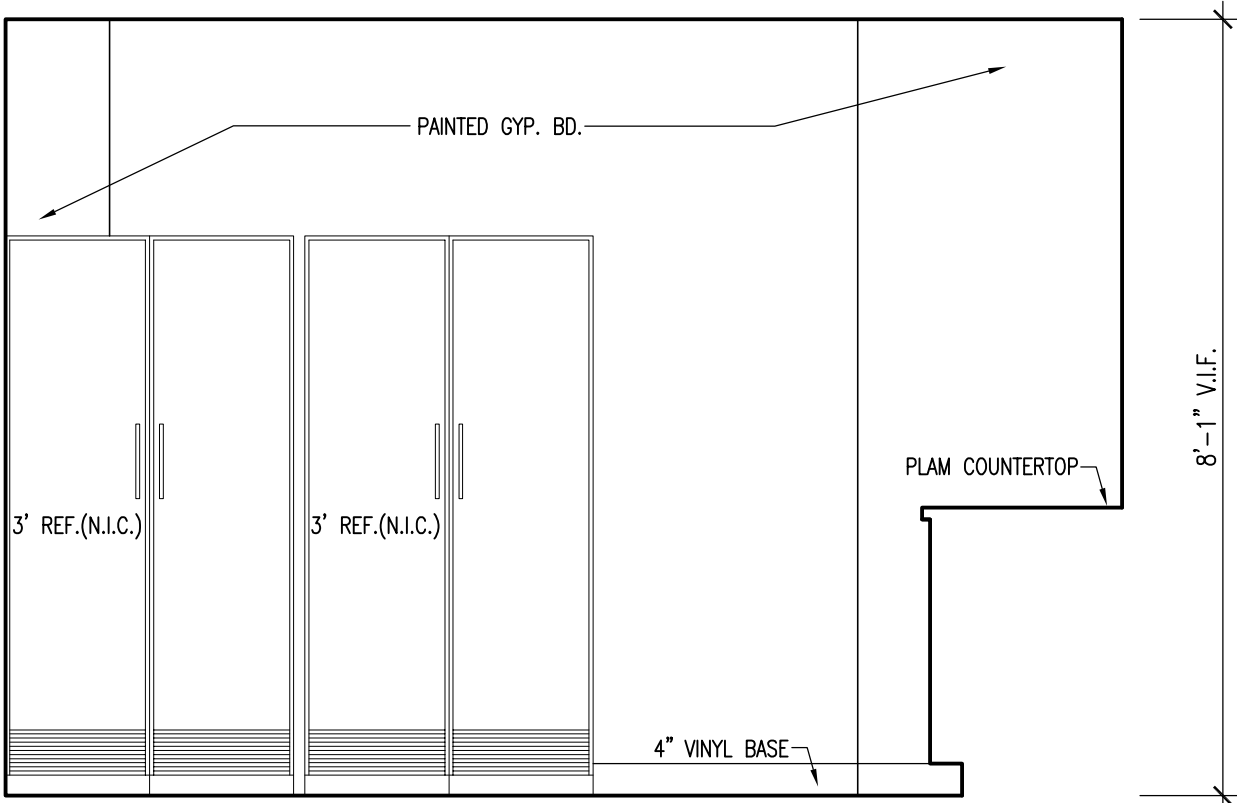
9 RENOVATED RESTROOM 202 - NORTH
SCALE: 1/2"=1'-0"



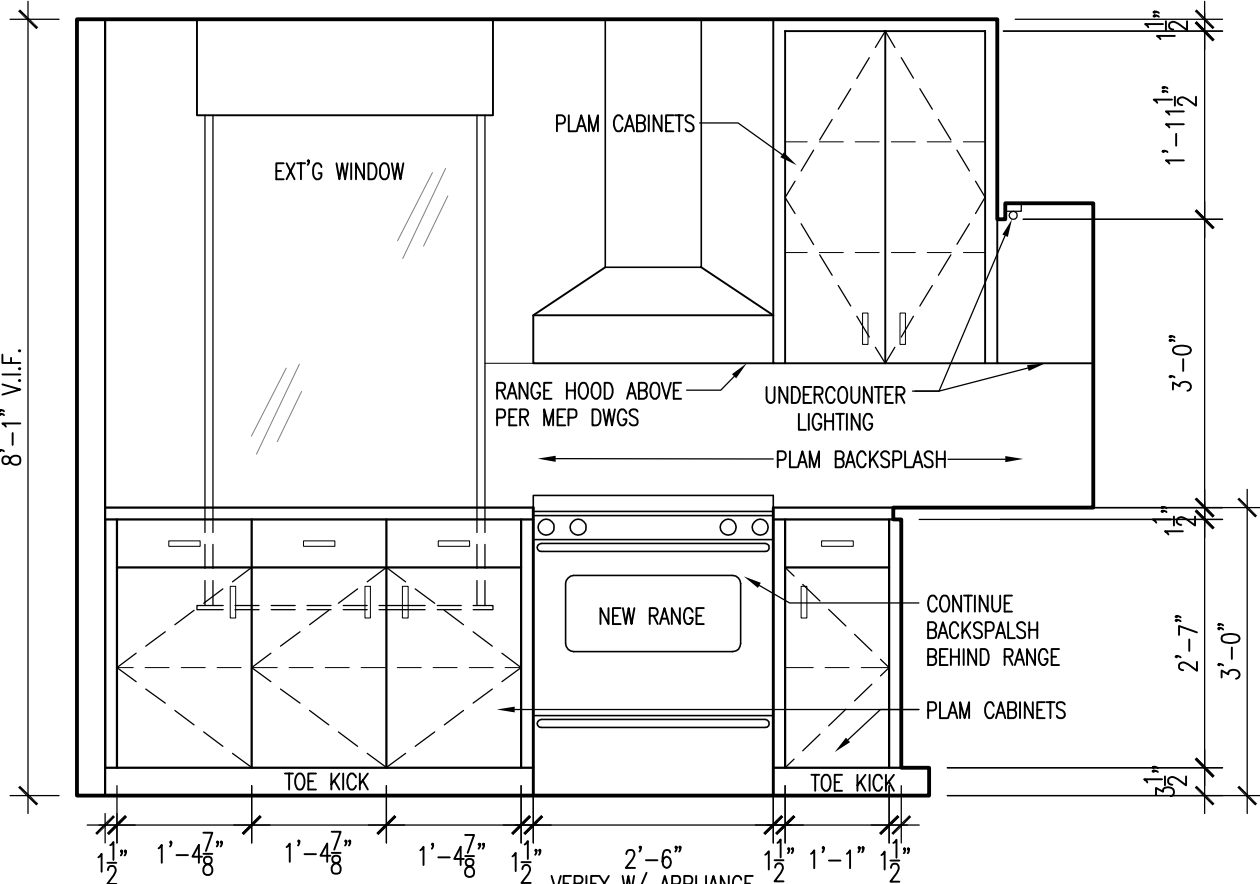
8 RENOVATED RESTROOM 202/HALL - WEST
SCALE: 1/2"=1'-0"



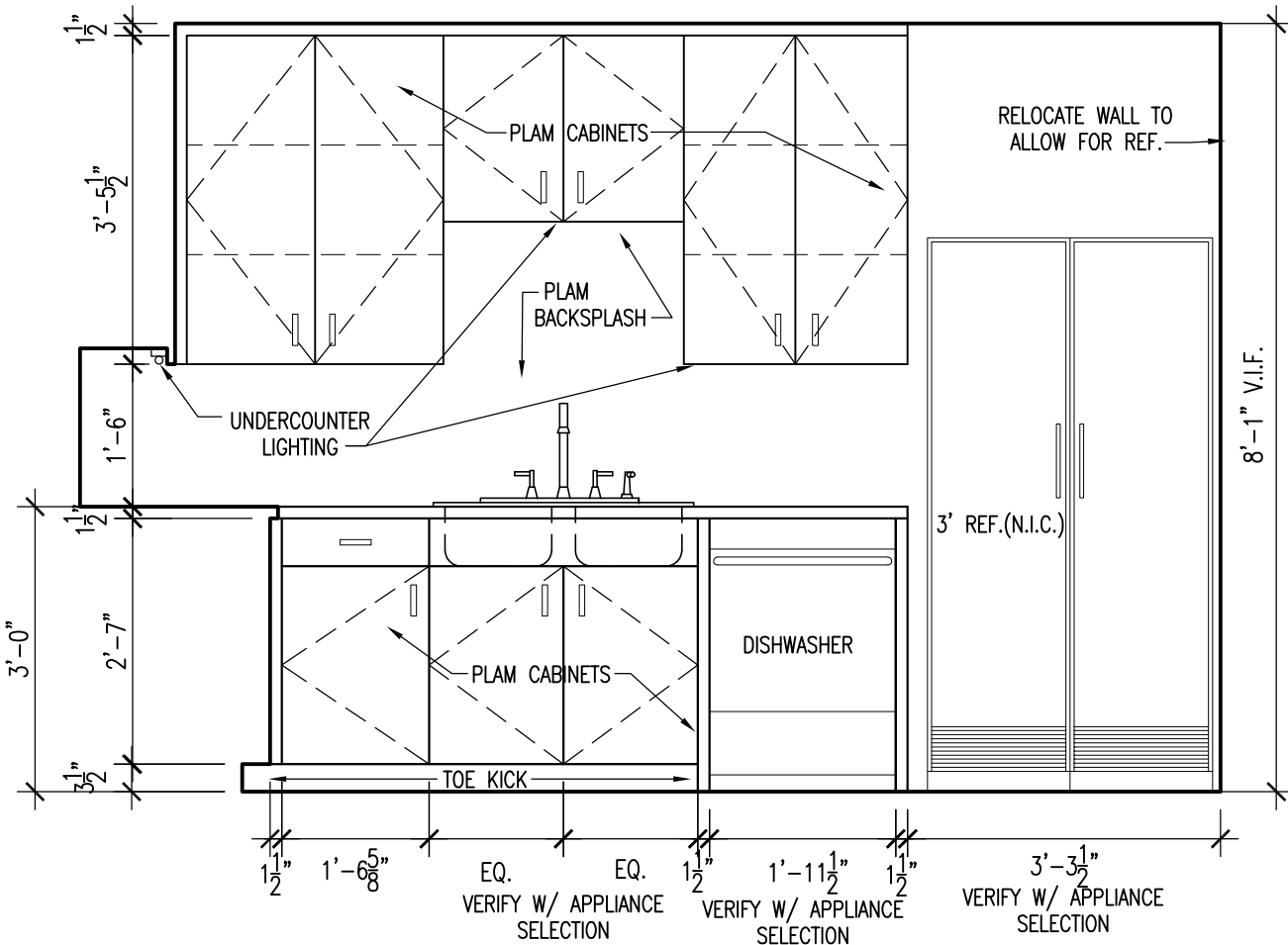
7 RENOVATED RESTROOM 202/HALL - EAST
SCALE: 1/2"=1'-0"



6 RENOVATED KITCHEN 201 - WEST
SCALE: 1/2"=1'-0"



5 RENOVATED KITCHEN 201 - NORTH
SCALE: 1/2"=1'-0"



4 RENOVATED KITCHEN 201 - EAST
SCALE: 1/2"=1'-0"

A NEW BUILDING FOR

LOCKHART FIRE STATION #1

BORCHERT LOOP, LOCKHART, TEXAS 78644

DATE:	11/6/20	
DRAWN:	BJ/BP/EL	
SCALE:	AS NOTED	
No.	Description	Date
	REVISION	2/23/21

SHEET X OF X
INTERIOR
ELEVATIONS AND
ENLARGED PLANS
A-203

11/02/2020

Robert Steinbomer, AIA
Studio Steinbomer
1400 South Congress, Suite B-202
Austin, Texas 78704

Re: Limited Structural Condition Survey – DRAFT REPORT
Lockhart Fire Station No.1
201 Market Street - Lockhart, Texas

We visited the Lockhart Fire Station No.1 site in 2017 to perform a visual observation to assess the current structural condition of the building. This report presents our findings.

Background

The Lockhart Fire Station No.1 building was opened in 1914. The building is a two-story, load bearing masonry structure with the second floor consisting of wood framing and cast-in-place concrete. The roof framing consists of wood joists or trusses spanning between the load bearing exterior walls. See Photo 1 below for front elevation of building.

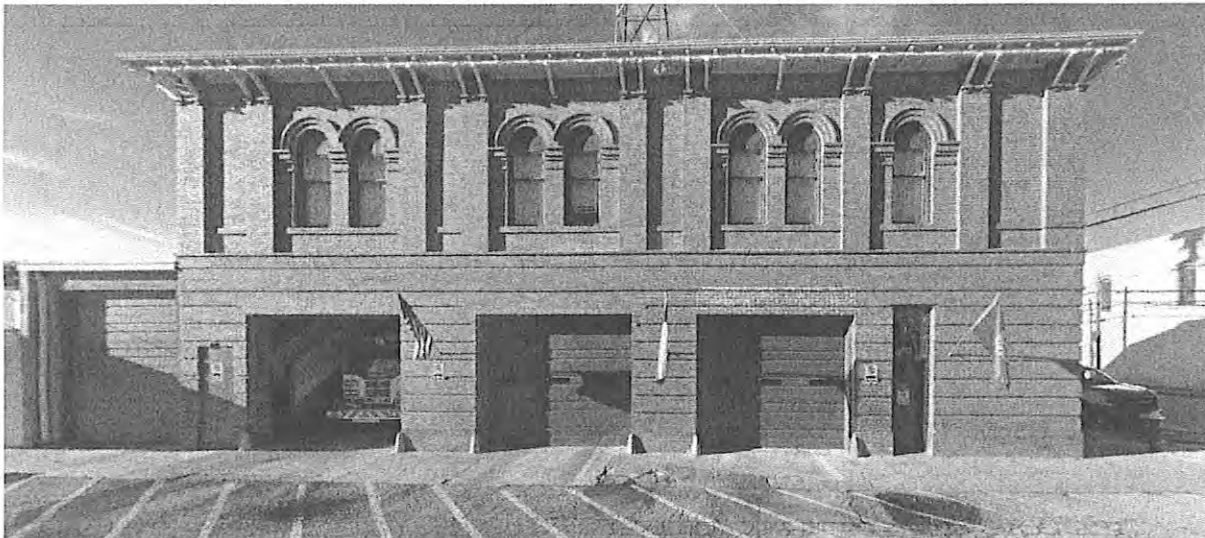


Photo 1 – Front Elevation

Observations

Overall, the condition of the structure was fair. There was some minor cracking in the exterior brick which is expected in a structure of this age. On the interior, at the underside of the second-floor concrete structure, there was some deteriorated concrete and exposed reinforcing steel. See Photo 2 and 3 below.



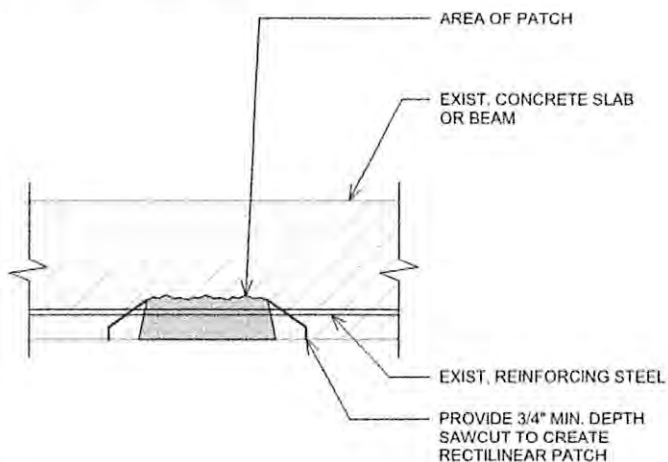
Photo 2



Photo 3

Recommendations

Our recommendations include repairs for many of the observed deficiencies which are mentioned above. The underside of the concrete floor needs to be repaired with a concrete patching material. See Figure 1 below for typical detail of patch at underside of concrete slab. Note that the patch area is rather expansive and will encompass a large area.



REPAIR PROCEDURE:

1. REMOVE SPALLED AND LOOSE CONCRETE FROM AROUND REINFORCEMENT, AS INDICATED.
2. CLEAN RUST FROM ANY EXPOSED REINFORCEMENT.
3. ALLOW OWNER'S REPRESENTATIVE TO OBSERVE CLEANED CONCRETE AND REINFORCEMENT.
4. AFTER REINFORCEMENT IS OBSERVED, APPLY SIKA ARMATEC 110 ANTI-CORROSION COMPOUND TO REINFORCEMENT.
5. APPLY SIKA REPAIR 224 CEMENTITIOUS PATCH TO AREA REMOVED.
6. CURE PATCH IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

NOTES:

1. CONTRACTOR TO PROVIDE UNIT PRICING FOR THIS REPAIR (\$/SF). BASE BID SHOULD INCLUDE 50 SF REPAIRS.
2. CONTRACTOR TO DOCUMENT WITH PHOTOGRAPHS, ALL PROPOSED REPAIR AREAS ALONG WITH CORRESPONDING LOCATION ON PLAN AND PROVIDE TO ENGINEER FOR REVIEW PRIOR TO COMMENCING WITH REPAIR.

DETAIL OF CONCRETE PATCH AT UNDERSIDE OF EXISTING SLAB OR BEAM WITH EXPOSED REINFORCING - STRUCTURAL TROWEL NO SCALE

Sincerely,
Tsen Engineering

Jamie Buchanan, P.E.
Project Manager

Wilson & Girgenti, LLC

Mechanical • Electrical • Plumbing
TBPE Firm # 19701

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13785 Research Blvd.
Suite 125
Austin, TX 78750

February 24, 2021

Mr. Robert Steinbomer
Studio Steinbomer
1400 S. Congress
Suite B-202
Austin, Texas 78704

RE: Life Safety Study
Lockhart Fire Station #1
201 W. Market Street
Lockhart, Texas 78644

The following information is a summary of our visual observations of the existing MEP life safety systems by W&G representatives, Melissa Coad and Kat Howell, on October 9, 2020. This report represents our findings and recommendations.

ELECTRICAL

POWER: The existing electrical system consists of two main electrical services. The primary service was installed prior to 1976 and is beyond its 'useful life'. This system will need to be replaced for the reasons listed below. The second service was installed within the past 10 years and is in good working order.

The existing Main Service Panel was manufactured by ITE which was purchased in 1976 and manufacturing under the ITE name ceased. There are no serviceable parts available for this panel. The panel housing and cover both have rust inside and outside. This panel is also missing breakers and has gaps that are exposing the current carrying components allowing for increased oxidation. Additionally, the thermoplastic portions of the circuit breakers begin to break down after 25 years of service. The breakers in this panel are well past this age and on close inspection show visible cracks and breaks in the circuit breaker housings. These breakers are also showing signs of internal rusting due to these large cracks. These breakers are very unsafe and pose a significant shocking hazard.

Several of the panelboards on the second floor were manufactured by Federal Pacific. These panels are extremely unsafe and must be replaced. Starting in 1982, Federal Pacific admitted to the Consumer Products Safety Commission that they falsified UL testing reports and that the circuit breakers in their panels do not function. As a result of this admission and subsequent court cases Federal Pacific panels must be replaced upon discovery. Additionally, many insurance companies no longer

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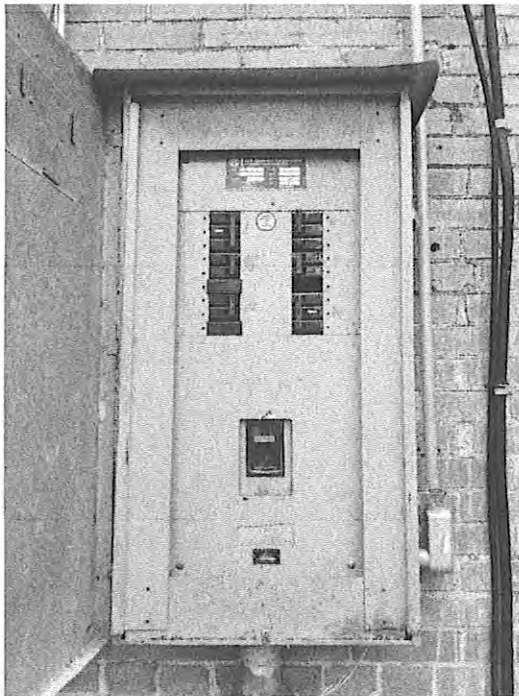
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provide coverage for buildings that are known to have Federal Pacific panels due to the extremely high risk of electrical fire.

There are also several panels in the building that are in extremely poor repair and must be replaced. These panels pose a shocking hazard as well as a higher risk of malfunction.



Main Service Panel – ITE



Federal Pacific sub-panels

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Panel in poor repair...duct tape is not always the universal solution



Electrical service to remain

EMERGENCY LIGHTING: The existing emergency lighting is currently only on the second floor of the building and is in poor condition. The existing exit signs and emergency light fixtures will need to be replaced. New exit signs and emergency lighting will need to be added throughout both the first and second floors to be in compliance with the current Life Safety Code, NFPA 101.

FIRE ALARM SYSTEM: There is currently no fire alarm system for the building. Fire detection is by smoke detectors located on the second floor only. Many of these detectors are old and in poor condition. Several have been removed, most likely due to battery failure and false alarms. These detectors should be replaced and supplemented throughout the building in compliance with the current Life Safety Code, NFPA 101. A new fire alarm system will be required to be added in compliance with the current Life Safety Code, NFPA 101 and to monitor the new fire sprinkler riser.

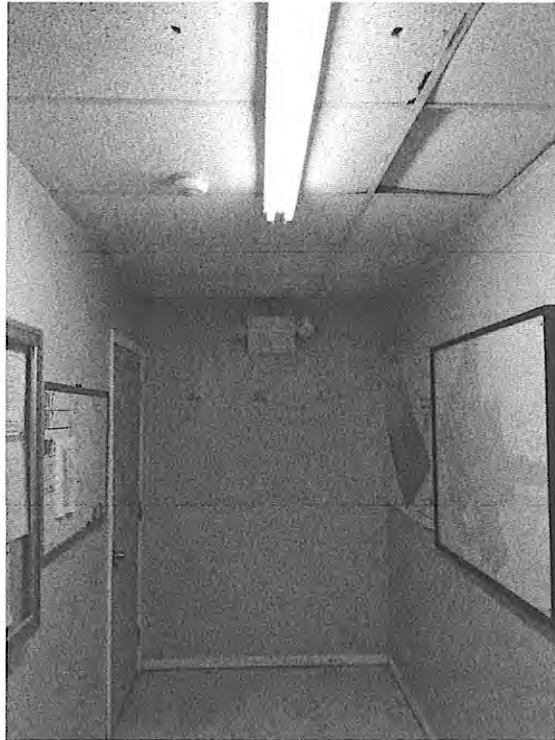
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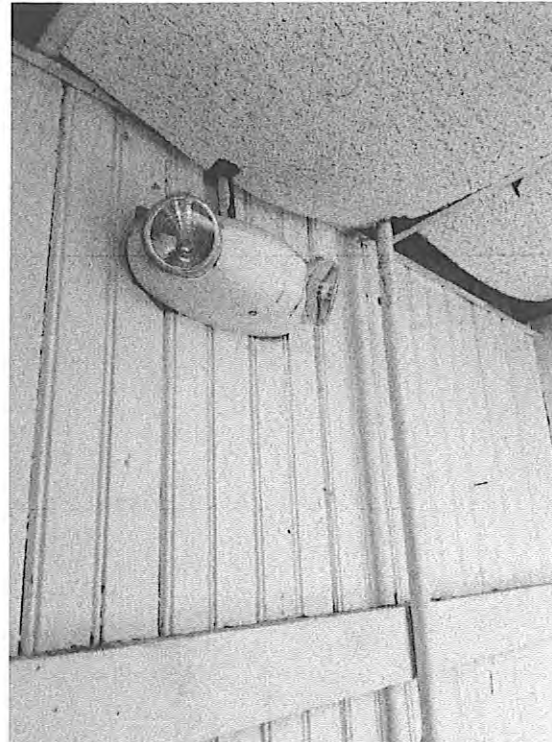
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Existing Exit/EM & Smoke Detector



Existing Emergency Light

MECHANICAL

FIRST FLOOR AIR SCRUBBERS: There are currently two existing air scrubbers installed high in the fire truck bays of the fire station. Per discussions with the Fire Chief, the existing air monitoring system that controls the air scrubbers has not been functional for some time, and they are manually energized by the fire fighters when the trucks leave or enter the building. The two existing air scrubbers must be replaced, and an additional air scrubber needs to be installed to obtain the proper rate of air circulation to purge diesel fumes from the air. When the air scrubbers are replaced, a new air monitoring system and garage door opening sensors will need to be installed to ensure the system is working properly and providing clean air.

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Existing air scrubber



Existing air monitoring system

FIRST FLOOR RESTROOM: The existing first floor restroom does not currently have any means of ventilation. Per the 2015 International Mechanical Code, currently adopted by the City of Lockhart, restrooms (public and private) must be exhausted per toilet and/or urinal intermittently at 70 CFM when in use, or 50 CFM constantly. We recommend, and the fire fighters have requested, that an exhaust fan be added to the first-floor restroom.

FIRST FLOOR HEATING: The existing garage bays have 2 suspended electric heaters for use during the winter. There were apparently 3 in service many years ago, but one was suspended too low and was damaged by a fire truck and removed. We recommend that the two remaining heaters be serviced by a contractor to ensure they are still in good operating order. Further in this report, there is a recommendation to add a fire sprinkler system to the building to protect the building's occupants. If this sprinkler system is installed, additional heaters will be required to ensure that the temperature in first floor garage bays always stay above freezing to keep the fire sprinkler pipes from freezing and busting.

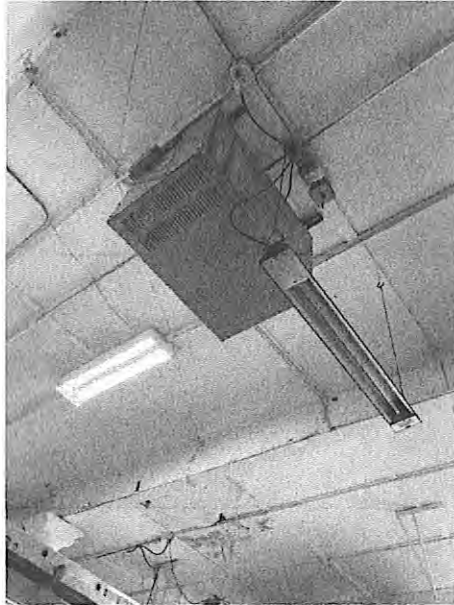
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Existing unit heater needs maintenance



Location of damaged heater

SECOND FLOOR HVAC: The second floor is currently heated and cooled by two DX split systems. System #1's air handling unit (AHU) is currently located in a large storage room adjacent to the old Training room/new Day Room. This unit was manufactured in 2013 and is in good working condition. It shall remain as-is and in service. We recommend that the filters be replaced, and the unit be fully serviced. System #2's AHU is currently located in a closet in the second-floor restroom. This unit was manufactured in 2017 and is in good working condition. This air handling unit will need to be relocated and suspended in a horizontal configuration in the large storage room with System #1 when the second-floor restroom and kitchen are remodeled. All new supply and return ductwork and supply and return air devices will be required to be installed. The existing thermostat for System #2 will need to be relocated due to the demolition of the wall it is currently installed on, and because the existing system unit will be relocated. The existing condensing units (CU's) for both system #1 and #2 are currently sitting on the roof of the utility building addition. The existing wooden supports supporting System #1's condensing unit (RUUD model) needs to be replaced soon as they are weathered and rotting. In addition, the condensing units need regular maintenance, the coils cleaned, and refrigerant topped off.

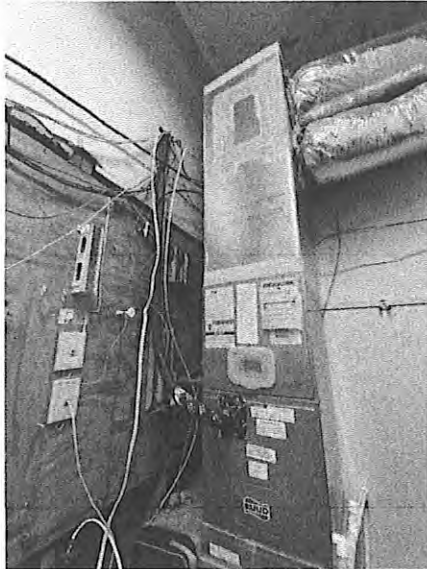
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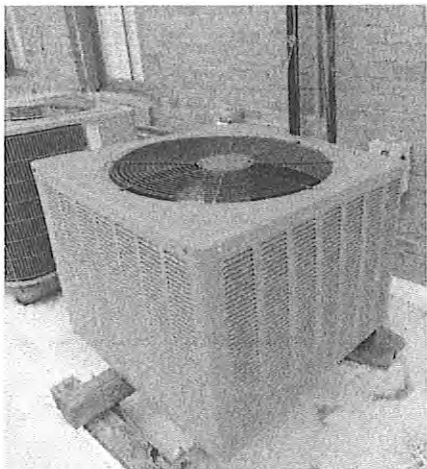
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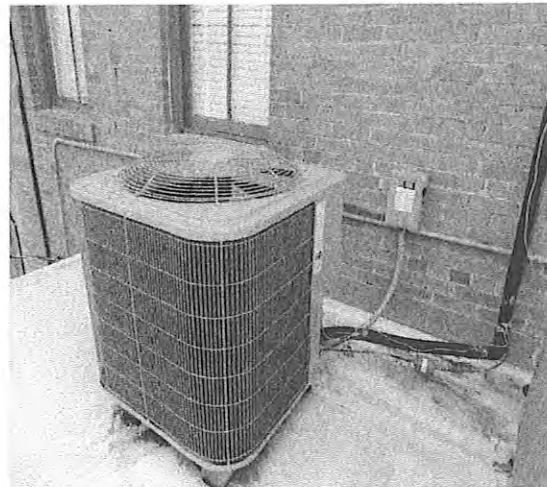
Existing System #1 AHU



Existing System #2 AHU



Existing System #1 CU



Existing System #2 CU

SECOND FLOOR RESTROOM: The existing second floor restroom does not currently have any means of ventilation. Per the 2015 International Mechanical Code, currently adopted by the City of Lockhart, restrooms with showers (public and private) must be exhausted per toilet and/or urinal intermittently at 120 CFM when in use, or 100 CFM constantly. We recommend, and the fire fighters have requested, that an exhaust fan be added to the second-floor restroom to eliminate odors and humidity from the space. We will also add heating and cooling to the restroom.

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PLUMBING

The existing water and sanitary services currently serving the building are in fair condition. The existing water heater located in the closet shared with the System #2 air handling unit, shall be removed, and replaced with the kitchen and bathroom remodel. The existing hot water heater was manufactured in approximately 2005 and has reached its life expectancy. All existing toilets and sinks in the first and second floor restrooms, as well as the kitchen sink, shall be replaced. The new plumbing fixtures shall connect to the existing water and sanitary piping. Note: the sanitary connections to the second-floor restroom fixtures are exposed below the second floor and visible from the first floor.



Existing water heater



Sanitary piping under second floor

FIRE PROTECTION

The Fire Station is currently not protected by a fire sprinkler system, which is a critical life-safety need. We recommend that a wet and dry pipe fire protection system be installed to protect the occupants. There is an existing 6-inch water line running down S. Church Street that is slated to be enlarged to an 8-inch water line. The future 8-inch water line shall have adequate capacity to tie into to serve a new fire protection system within the Fire Station. A dry pipe system will be required to serve the upper attic space. All wet sprinkler piping will be required to be heat traced.

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Picture of typical fire sprinkler system riser



Existing fire hydrant location

In conclusion, the existing facility's MEP life safety systems are in poor condition and need to be replaced in some instances and completely new in others. The existing electrical system needs to be replaced, the existing emergency lighting needs to be replaced and supplemented throughout, and a new fire alarm and wet and dry pipe fire sprinkler system needs to be added.

If you have any questions, please don't hesitate to contact us.

Sincerely,

Melissa Coad, P.E., LEED AP, Mechanical Engineer of Record and Division Manager
Kat Howell, Senior Electrical Designer

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 5, 2024

AGENDA ITEM CAPTION: Discuss a proposal from Burcham Environmental Services, L.L.C. to provide consulting services for the asbestos abatement for the renovation of Fire Station No. 1 at 201 W. Market St.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins, Joseph Resendez

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION: In preparation for a renovation project at Fire Station #1 at 201 W. Market St., an asbestos survey began on December 5, 2023, with a second visit on February 14, 2024, by Burcham Environmental Services. A report of the results of the asbestos survey is attached to this agenda item.

The consulting services for the asbestos abatement specifications, on-site project management, and PCM air monitoring must be provided by an qualified environmental services contractor.

Based on the asbestos survey, a plan will be developed for the abatement of asbestos by an approved asbestos removal contractor. The estimated cost of the abatement at the current proposed scope of work is \$33,000. These costs are included in Studio Steinbomer's Opinion of Probable Costs for the Fire Station No. 1 renovation.

The asbestos abatement would be scheduled first, and the fire station renovation would be scheduled thereafter.

PROJECT SCHEDULE (if applicable): Estimated time for asbestos abatement is 10 days.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The estimated total construction cost, at the current scope, is approximately \$673,000. Additional Architect and Engineering fees of \$49,750 are also anticipated for updates to the Current Drawing, Construction Documentation and Construction Phase Services. Lastly, asbestos abatement consulting fees of \$12,378.

PREVIOUS COUNCIL ACTION: City Council received the initial Fire Station No. 1 Condition Report at the May 4, 2021, City Council Meeting. A second briefing to the city council was

City of Lockhart, Texas

Council Agenda Item Cover Sheet

presented on December 5, 2023.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends the approval of the proposal from Burcham Environmental Services, L.L.C. to provide consulting services for the asbestos abatement for the renovation of Fire Station #1 at 201 W. Market St.

LIST OF SUPPORTING DOCUMENTS: Consulting Proposal Feb. 6, 2024 (201 W. Market Street, Lockhart, Texas), Fire Station #1 Asbestos Report Revised Feb. 20, 2024 (Part 1), Fire Station #1 Asbestos Report Revised Feb. 20, 2024 (Part 2-Final)



February 6th, 2024

Robert Steinbomer, AIA
321 San Jacinto
Lockhart, Texas 778644

RE: CONSULTING SERVICES REQUIRED DURING ABATEMENT OF ASBESTOS-CONTAINING MATERIALS AT FIRE STATION #1 (201 W. MARKET STREET, LOCKHART, TEXAS)

Dear Mr. Steinbomer,

As always, we appreciate the opportunity to provide a proposal for consulting services.

Our proposal for asbestos abatement specifications, on-site project management and PCM air monitoring (required by the Texas Department of State Health Services) and closeout documentation for the following site is included:

<u>Site</u>	<u>Abatement Days</u>	<u>Abatement Shifts</u>
Fire Station #1	10	10

FIRE STATION #1

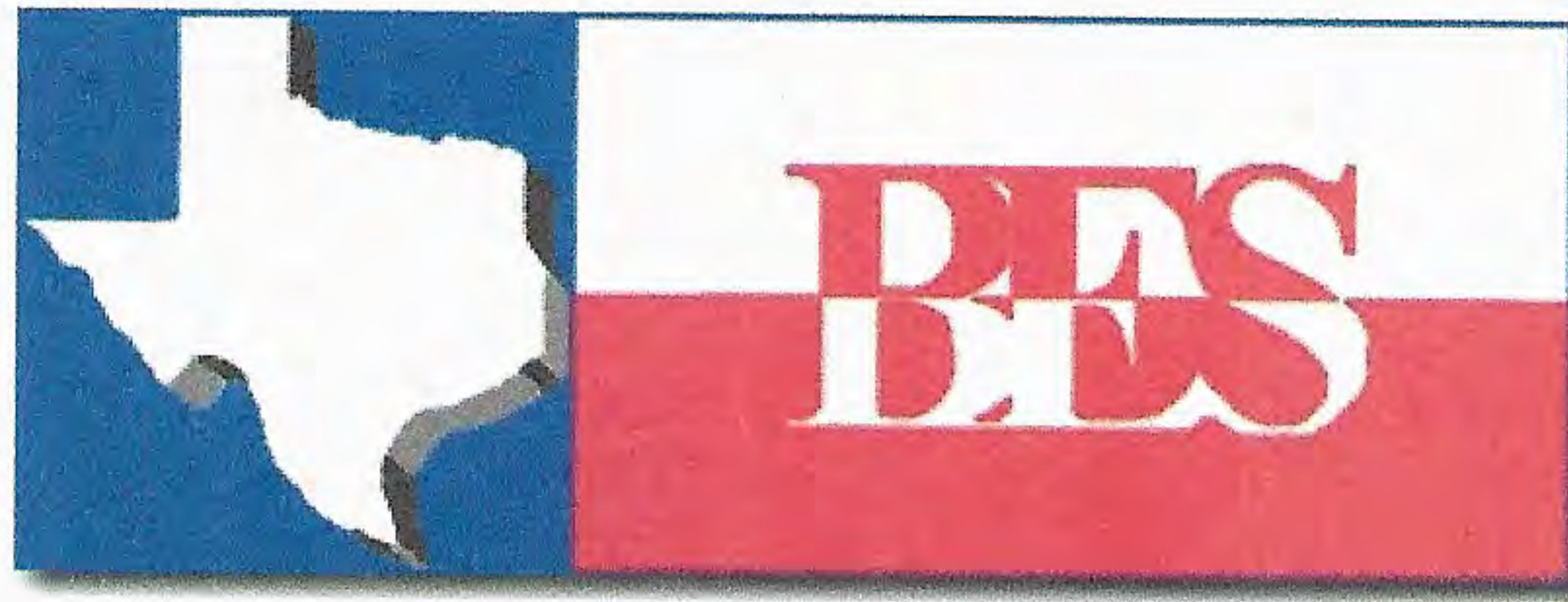
Project Management / PCM Air Monitoring (10 Shifts @ \$1,000.00/Shift).....	\$10,000.00
Asbestos Abatement Specifications / Pre-Bid Conference.....	\$1,500.00
Closeout Documentation.....	\$500.00
Mileage (Roundtrip Wimberley to Lockhart-70 Miles @ 10 Trips x .54/mile).....	\$378.00
TOTAL ESTIMATED CONSULTING FEES	\$12,378.00

Our daily rate is based upon days or hours at the site required for remediation. Days less than 10 for completion will be reduced by \$1,000.00 per day or \$100.00 per hour.

Please feel free to call with any questions or comments.

Sincerely,

Arthur Kent Burcham, President
Burcham Environmental Services, L.L.C.

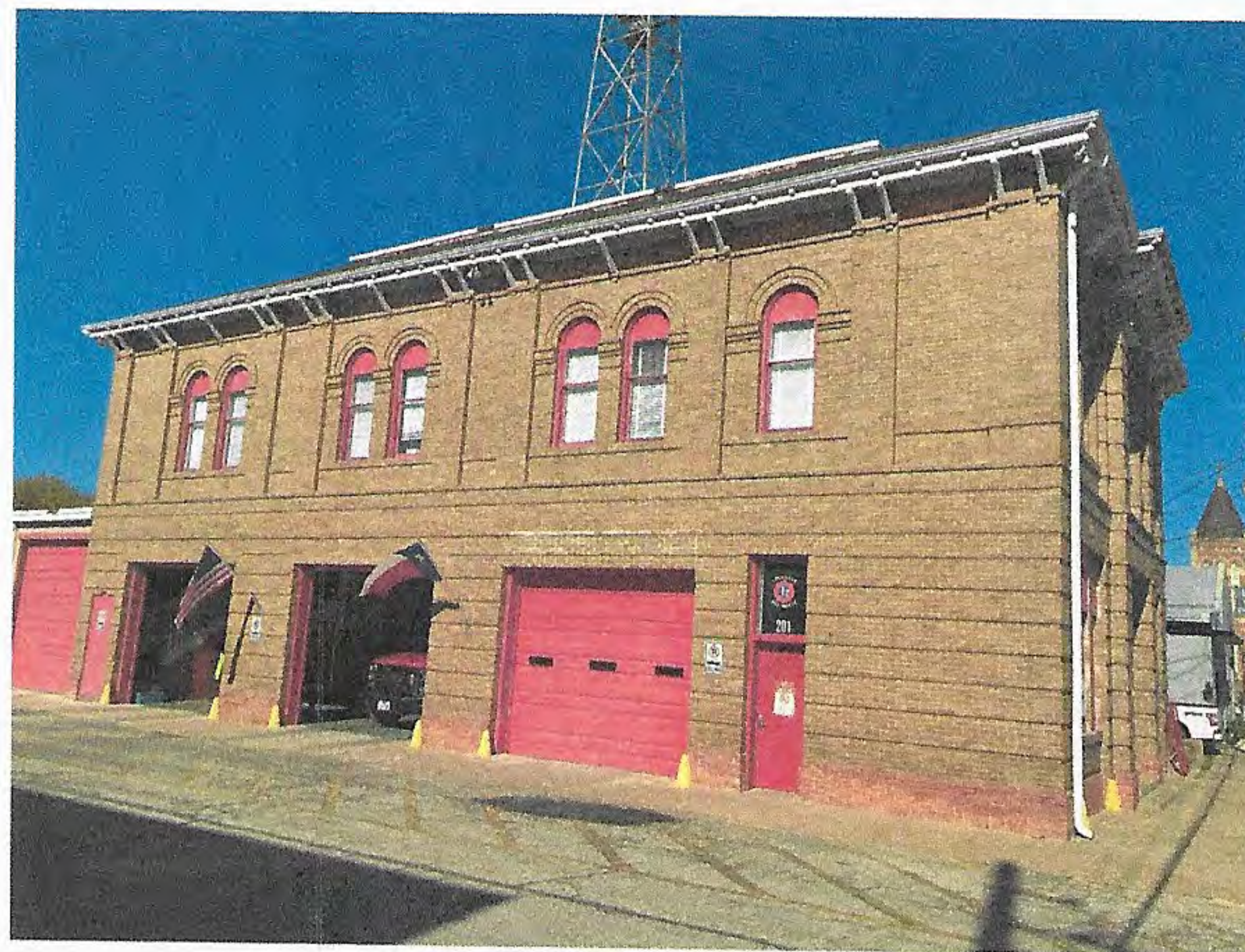


**ASBESTOS INSPECTION REPORT
FOR**

CITY OF LOCKHART
Fire Station #1
201 W. Market Street
Lockhart, Texas

BES Project: 2023-209

Revised February 20th, 2024



Inspection completed by Kent Burcham of Burcham Environmental Services, L.L.C., TDSHS License #10-5317. Expires 12/2023.

Kent Burcham, Consultant

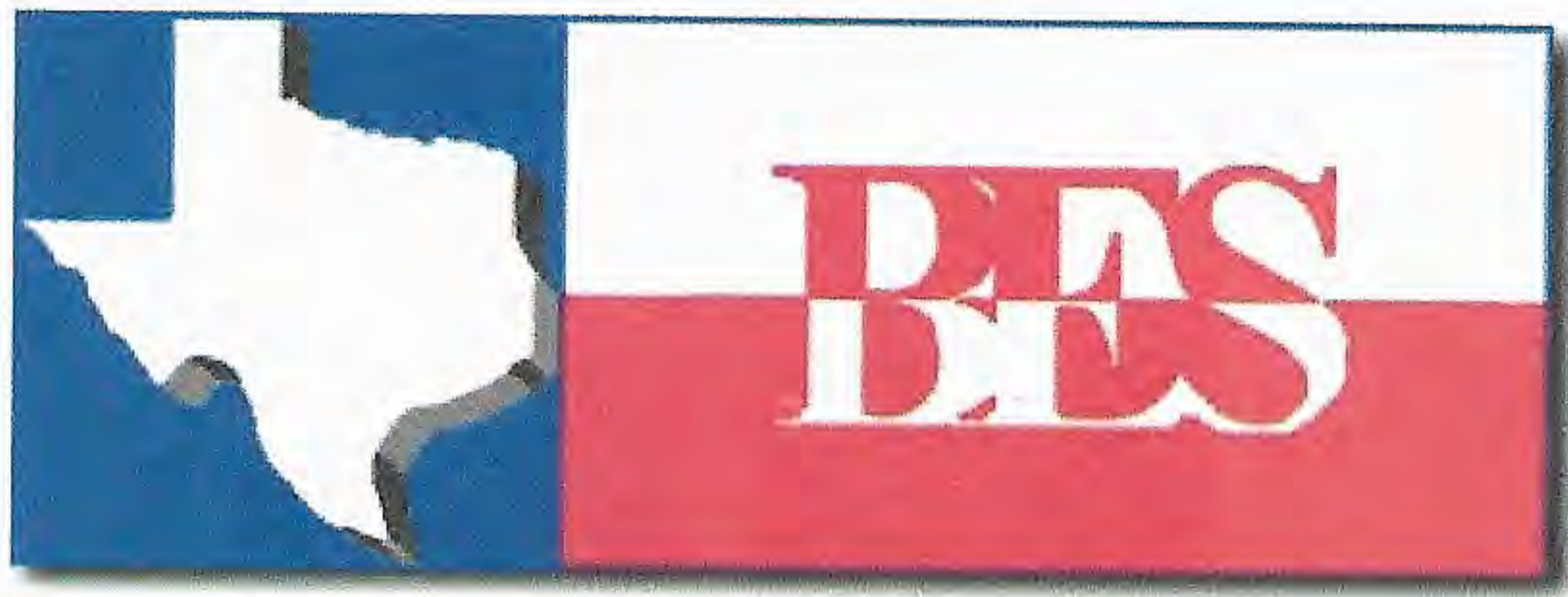
CLIENT

City of Lockhart
Mr. Randy Jenkins
201 W. Market Street
Lockhart, Texas 78644

CONSULTANT

Burcham Environmental Services, L.L.C.
Consultant: Kent Burcham
P.O. Box 2496
Wimberley, Texas 78676

BURCHAM ENVIRONMENTAL SERVICES, L.L.C.
P.O. Box 2496 • Wimberley, Texas 78676 • 512-396-5725 • FAX 512-396-5740



SUMMARY OF FINDINGS (ASBESTOS TESTING)

CITY OF LOCKHART
FIRE STATION #1
201 WEST MARKET STREET
LOCKHART, TEXAS

BES PROJECT NUMBER 2023-209

REVISED FEBRUARY 20TH, 2024

Burcham Environmental Services, L.L.C. (BES) conducted an inspection of Fire Station #1 located at 201 West Market Street, Lockhart, Texas, for the presence of asbestos-containing building materials on December 5th, 2023 and February 14th, 2024. Work completed for this project was conducted under an agreement between BES and the City of Lockhart (Client).

Personnel conducting varying aspects of this inspection included Kent Burcham and Joe Phillips. Inspection and sample collection were conducted under the direction and guidance of Kent Burcham, Texas Department of State Health Services Asbestos Consultant License #10-5317.

This inspection report is “limited” to areas scheduled for renovation as indicated by City of Lockhart personnel.

Samples collected are as follows:

<u>Sample #</u>	<u>**Locality</u>	<u>Type of Material</u>	<u>*Asbestos Content</u>
A-A2	Various Interior Walls/Ceilings (1 st floor)	Sheetrock/Surfacing	*NAD
B-B2	Interior of Exterior Walls (1 st floor)	Plaster Surfacing	*NAD
C-C2	Various Interior Floors (1 st floor)	12”x12” Floor Tile/Mastic (beige)	2% Chrysotile Asbestos
<u>Approx. Quantity:</u> +/- 80 sq.ft.			
<u>Recommendation(s):</u> Remove prior to renovation which might disturb.			
D-D2	Various Interior Ceilings (1 st floor)	Fiberboard Panels	*NAD
E-E2	Exterior Windows (1 st and 2 nd floors)	Window Glazing	2% Chrysotile Asbestos
<u>Approx. Quantity:</u> +/- 25 units.			
<u>Recommendation(s):</u> Remove prior to renovation which might disturb.			
F-F2	Exterior Windows (1 st and 2 nd floors)	Window Caulking	*NAD
G-G2	Various Interior Floors (2 nd floor)	12”x12” Floor Tile/Mastic (beige rock chip pattern)	*NAD

<u>Sample #</u>	<u>**Locality</u>	<u>Type of Material</u>	<u>*Asbestos Content</u>
H-H4	Various Interior Walls/Ceilings (2 nd floor)	Sheetrock/Surfacing	2% Chrysotile Asbestos
<u>Approx. Quantity:</u> +/- 2,800 sq.ft. <u>Recommendation(s):</u> Remove prior to renovation which might disturb.			
I-I2	Interior of Exterior Walls (2 nd floor)	Plaster Surfacing	*NAD
J-J2	Various Interior Ceilings (2 nd floor)	2’x4’ Ceiling Panels	*NAD
K-K2	Kitchen (2 nd floor)	Sink Undercoating (white)	*NAD
L-L2	Various Interior Floors (2 nd floor)	Linoleum Flooring (white wood parquet pattern)	*NAD
M-M2	HVAC Ducting Throughout	Duct Sealant Mastic (white)	*NAD
N-N2	Various Interior Floors (2 nd floor)	Carpet/Cove Base Adhesive	*NAD
O-O2	Various Interior Floors (2 nd floor)-Second Layer Beneath G	12”x12” Floor Tile/Mastic (off white)	
P-P2	First Floor and Roof of Structure	Transite Vent Pipe Transite Panels	Assumed Asbestos-Containing

Approx. Quantity: +/- 20 ln.ft. (interior)/+/- 3,200 sq.ft. (roof)
Recommendation(s): Remove prior to renovation which might disturb.

R-R2	2 nd Floor Area Ceiling Previously Not Inspected	Sheetrock/Surfacing	*NAD
S-S2	2 nd Floor Area Walls Previously Not Inspected	Sheetrock/Surfacing	*NAD
T-T2	2 nd Floor Area Ceiling Previously Not Inspected	12”x12” Ceiling Panels	*NAD

*NAD=No Asbestos Detected in Sample(s)
** For Material Localities See Enclosed Diagram

Based upon results of samples collected above, and analyzed by Apex Precision Analytical Services, Inc., TDSHS Laboratory License #30-0312, renovation/demolition which may impact those materials found to contain asbestos equal to or greater than one percent should be conducted by personnel properly trained and equipped for these activities and licensed by the Texas Department of State Health Services and/or in accordance with the US EPA National Emission Standard for Hazardous Air Pollutants (NESHAP).

Should additional areas be discovered during demolition/renovation activities, for which asbestos content is unknown, Client should contact Consultant for additional testing. Non-destructive testing was conducted at this site.

Burcham Environmental Services, L.L.C., has inspected many buildings throughout the State, consisting of many millions of square feet of building space. In almost every structure, our staff encounters areas which are inaccessible and may contain “suspect” asbestos-containing building materials. BES is not responsible for omitting concealed asbestos material not suspected to exist or inaccessible during our site visitation. Further, BES is not responsible for any damage resulting from asbestos being removed, knowingly or unknowingly, if BES is not contacted in writing prior to renovation, demolition, or any other work activities which could disturb “suspect” asbestos-containing building materials.

PRIOR TO RENOVATION OR DEMOLITION

According to the Texas Department of State Health Services Asbestos Regulations 295.34c, a mandatory asbestos inspection

BURCHAM ENVIRONMENTAL SERVICES, L.L.C.
P.O. Box 2496 • Wimberley, Texas 78676 • 512-396-5725 • FAX 512-396-5740

should be completed prior to any renovation or demolition by a licensed inspector. A ten-day notification to the Department of State Health Services will be required prior to any demolition, renovation, or asbestos abatement activity, TACHPA Section 295.61a. A demolition is defined as the wrecking or removal of any load-supporting members of a public building or any asbestos related activity. Identified asbestos may be left in-place during and post construction as long as it is not disturbed and managed properly.

Should an asbestos related activity or any “demolition” occur, then a ten-day notification to the Texas Department of State Health Services will be required.

Should we be of further service to you on this project, or other projects in the future, please do not hesitate to call.

Report prepared by the following Consultant/Inspector(s) licensed by the Texas Department of State Health Services.



Kent Burcham, TDSHS #10-5317, Expires 12/2023



Joe Phillips, TDSHS #10-5677, Expires 8/2025

2/20/24
Date

ASBESTOS BULK ANALYSIS REPORT

Date: December 12, 2023

Burcham Environmental Services LLC

Report: 7123-5139
2023-209 / 201 W. Market

This document shall be considered a duly signed original report of the results obtained from the analysis(es) performed. All analyses are done within government guidelines and regulations.

A handwritten signature in black ink, appearing to read 'G. Simmons', written over a horizontal line.

Gary R. Simmons
Laboratory Manager

Lab Comments on Project: N/A

PLM (Bulk) - Asbestos Analysis Report - Visual ID

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials and EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

Burcham Environmental Services LLC
14306 RR 12, Suite 5
Wimberley, TX 78676
512-396-5725
Contact: Kent Burcham

Report Number: 7123-5139
Report Date: December 12, 2023
Samples Collected: December 7, 2023
Date Received: December 8, 2023
Turn-around time: 48 Hour

Job ID / Site: 2023-209 / 201 W. Market

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
A	7123-5139-01A	White / Paint,Texture / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-01B	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10% Fibrous Glass 2%	Binder
A1	7123-5139-02A	White / Paint,Texture / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-02B	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10% Fibrous Glass 2%	Binder
A2	7123-5139-03A	White / Texture / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-03B	Off White / Joint Tape / Fibrous / Homogeneous	None Detected	Cellulose 95%	Binder
	7123-5139-03C	White / Joint Compound / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-03D	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10% Fibrous Glass 2%	Binder
B	7123-5139-04	White,Tan / Material / NonFibrous / Homogeneous	None Detected	None Detected	Binder
B1	7123-5139-05	White,Tan / Material / NonFibrous / Homogeneous	None Detected	None Detected	Binder

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Turn-around time: 48 Hour

Job ID / Site: 2023-209 / 201 W. Market

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
B2	7123-5139-06	White,Tan / Material / NonFibrous / Homogeneous	None Detected	None Detected	Binder
C	7123-5139-07A	Tan / 12x12 Floor Tile / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
	7123-5139-07B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder
C1	7123-5139-08A	Tan / 12x12 Floor Tile / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
	7123-5139-08B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder
C2	7123-5139-09A	Tan / 12x12 Floor Tile / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
	7123-5139-09B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder
D	7123-5139-10	White,Brown / Fiberboard / Fibrous / Homogeneous	None Detected	Cellulose 70%	Binder
D1	7123-5139-11	White,Brown / Fiberboard / Fibrous / Homogeneous	None Detected	Cellulose 70%	Binder
D2	7123-5139-12	White,Brown / Fiberboard / Fibrous / Homogeneous	None Detected	Cellulose 70%	Binder

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Turn-around time: 48 Hour

Job ID / Site: 2023-209 / 201 W. Market

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
E	7123-5139-13	White / Window Glazing / Fibrous / Homogeneous	None Detected	Cellulose 2%	Binder
E1	7123-5139-14	White / Window Glazing / Fibrous / Homogeneous	None Detected	Cellulose 2%	Binder
E2	7123-5139-15	White / Window Glazing / Fibrous / Homogeneous	Chrysotile 2%	Cellulose 2%	Binder
F	7123-5139-16	White / Window Caulking / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
F1	7123-5139-17	White / Window Caulking / NonFibrous / Homogeneous	None Detected	None Detected	Binder
F2	7123-5139-18	White / Window Caulking / NonFibrous / Homogeneous	None Detected	None Detected	Binder
G	7123-5139-19A	Off White / 12x12 Floor Tile / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-19B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder
G1	7123-5139-20A	Off White / 12x12 Floor Tile / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-20B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder

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NVLAP Lab Code: 200633-0 PLM

TDSHS Asbestos License#: 30-0312 PLM/PCM

PLM (Bulk) - Asbestos Analysis Report - Visual ID

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials and EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

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Contact: Kent Burcham

Report Number: 7123-5139
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Samples Collected: December 7, 2023
Date Received: December 8, 2023
Turn-around time: 48 Hour

Job ID / Site: 2023-209 / 201 W. Market

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
G2	7123-5139-21A	Off White / 12x12 Floor Tile / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-21B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder
H	7123-5139-22A	White / Texture,Joint Compound / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-22B	White / Joint Tape / Fibrous / Homogeneous	None Detected	Fibrous Glass 95%	Binder
	7123-5139-22C	Brown,Pink / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10%	Binder
H1	7123-5139-23A	White / Texture / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
	7123-5139-23B	Off White / Joint Tape / Fibrous / Homogeneous	None Detected	Cellulose 95%	Binder
	7123-5139-23C	White / Joint Compound / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
	7123-5139-23D	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10% Fibrous Glass 2%	Binder
H2	7123-5139-24A	White / Paint,Texture / NonFibrous / Homogeneous	None Detected	None Detected	Binder

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Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
H2	7123-5139-24B	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10% Fibrous Glass 2%	Binder
H3	7123-5139-25A	White / Texture / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
	7123-5139-25B	Off White / Joint Tape / Fibrous / Homogeneous	None Detected	Cellulose 95%	Binder
	7123-5139-25C	White / Joint Compound / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
	7123-5139-25D	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10%	Binder
H4	7123-5139-26A	White / Texture / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
	7123-5139-26B	Off White / Joint Tape / Fibrous / Homogeneous	None Detected	Cellulose 95%	Binder
	7123-5139-26C	White / Joint Compound / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
	7123-5139-26D	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10%	Binder
I	7123-5139-27	White,Brown / Material / NonFibrous / Homogeneous	None Detected	None Detected	Binder

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Date Received: December 8, 2023
Turn-around time: 48 Hour

Job ID / Site: 2023-209 / 201 W. Market

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
I1	7123-5139-28	White,Brown / Material / NonFibrous / Homogeneous	None Detected	None Detected	Binder
I2	7123-5139-29	White,Brown / Material / NonFibrous / Homogeneous	None Detected	None Detected	Binder
J	7123-5139-30	White,Grey / 2x4 Ceiling Tile / Fibrous / Homogeneous	None Detected	Cellulose 45% Fibrous Glass 10%	Binder
J1	7123-5139-31	White,Grey / 2x4 Ceiling Tile / Fibrous / Homogeneous	None Detected	Cellulose 45% Fibrous Glass 10%	Binder
J2	7123-5139-32	White,Grey / 2x4 Ceiling Tile / Fibrous / Homogeneous	None Detected	Cellulose 45% Fibrous Glass 10%	Binder
K	7123-5139-33	White / Sink Coating / Fibrous / Homogeneous	None Detected	Cellulose 3%	Binder
K1	7123-5139-34	White / Sink Coating / Fibrous / Homogeneous	None Detected	Cellulose 3%	Binder
K2	7123-5139-35	White / Sink Coating / Fibrous / Homogeneous	None Detected	Cellulose 3%	Binder
L	7123-5139-36A	Brown / Linoleum / Fibrous / Homogeneous	None Detected	Cellulose 60%	Binder
	7123-5139-36B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder

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Job ID / Site: 2023-209 / 201 W. Market

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
L1	7123-5139-37A	Brown / Linoleum / Fibrous / Homogeneous	None Detected	Cellulose 60%	Binder
	7123-5139-37B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder
L2	7123-5139-38A	Brown / Linoleum / Fibrous / Homogeneous	None Detected	Cellulose 60%	Binder
	7123-5139-38B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder
M	7123-5139-39A	White,Silver / Mastic Wrap / Fibrous / Homogeneous	None Detected	Cellulose 20% Fibrous Glass 5%	Binder
	7123-5139-39B	Yellow / Insulation / Fibrous / Homogeneous	None Detected	Fibrous Glass 95%	Binder
M1	7123-5139-40A	White,Silver / Mastic Wrap / Fibrous / Homogeneous	None Detected	Cellulose 20% Fibrous Glass 5%	Binder
	7123-5139-40B	Yellow / Insulation / Fibrous / Homogeneous	None Detected	Fibrous Glass 95%	Binder
M2	7123-5139-41A	White,Silver / Mastic Wrap / Fibrous / Homogeneous	None Detected	Cellulose 20% Fibrous Glass 5%	Binder
	7123-5139-41B	Yellow / Insulation / Fibrous / Homogeneous	None Detected	Fibrous Glass 95%	Binder

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Wimberley, TX 78676
512-396-5725
Contact: Kent Burcham

Report Number: 7123-5139
Report Date: December 12, 2023
Samples Collected: December 7, 2023
Date Received: December 8, 2023
Turn-around time: 48 Hour

Job ID / Site: 2023-209 / 201 W. Market

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
N	7123-5139-42	White, Yellow, Brown / Mastic, Material / Fibrous / Homogeneous	None Detected	Synthetic Cellulose 10% 10%	Binder
N1	7123-5139-43	White, Yellow, Brown / Mastic, Material / Fibrous / Homogeneous	None Detected	Synthetic Cellulose 10% 10%	Binder
N2	7123-5139-44	White, Yellow, Brown / Mastic, Material / Fibrous / Homogeneous	None Detected	Synthetic Cellulose 10% 10%	Binder
O	7123-5139-45A	Off White / 12x12 Floor Tile / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-45B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder
O1	7123-5139-46A	Off White / 12x12 Floor Tile / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-46B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder
O2	7123-5139-47A	Off White / 12x12 Floor Tile / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-47B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder

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NVLAP Lab Code: 200633-0 PLM

TDSHS Asbestos License#: 30-0312 PLM/PCM

7123-5139

Company Name:

P.O. Box 2496

Wimberley, Tx 78676

(512) 396-5725

(512) 396-5740



12-7-23

JOE PHILLIPS

注

2023-209

201 W. MARKET

Sample Number	Sample Date	Asbestos					Mold		Lead					Metals (Specify Below)	Air Volume (L) or Wipe Area (ft²) or Scrape Area (cm²)	Comments
		Bulk ID by PLM	TEM Air	Fiber Count (PCM)	Asbestos Wipe	TEM Chatfield (Bulk)	Air-O-Cell	Tape Lift	Air	Paint	Soil	Wipe	TCLP (Pb)			
A-A2	12-5-23	✓														S&S.C.
B-B2																PLASTER
C-C2																12x12 FT. BEIGE
D-D2																FIBERBOARD WHITE
E-E2																WINDOW GLAZING
F-F2																WINDOW CARPENTRY
G-G2																12x12 FT. BEIGE ROCK CHIP
H-H4																5/2 x J.C. + TEXT
I-I2																PLASTER
J-J2																2x4 C.T.
K-K2																SINK UNDERCUTTING WHIT
L-L2																LINOLEUM WOOD PARQUÉ
M-M2																DUCT SEALER WHIT
N-N2																CARPET ADHESIVE + CAVE BASE
O-O2																12x12 FT. OFF WHITE

ASBESTOS BULK ANALYSIS REPORT

Date: February 19, 2024

Burcham Environmental Services LLC

Report: 7124-0606
2023-209 / 201 W. Market

This document shall be considered a duly signed original report of the results obtained from the analysis(es) performed. All analyses are done within government guidelines and regulations.

A handwritten signature in black ink, appearing to read 'G. Simmons', written over a horizontal line.

Gary R. Simmons
Laboratory Manager

Lab Comments on Project: N/A

PLM (Bulk) - Asbestos Analysis Report - Visual ID

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials and EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

Burcham Environmental Services LLC
14306 RR 12, Suite 5
Wimberley, TX 78676
512-396-5725
Contact: Kent Burcham

Report Number: 7124-0606
Report Date: February 19, 2024
Samples Collected: February 14, 2024
Date Received: February 15, 2024
Turn-around time: 48 Hour

Job ID / Site: 2023-209 / 201 W. Market

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
R	7124-0606-01A	White / Texture / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7124-0606-01B	Brown,White / Stair Tread / Fibrous / Homogeneous	None Detected	Cellulose 10% Fibrous Glass 2%	Binder
R1	7124-0606-02A	White / Texture / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7124-0606-02B	Off White / Joint Tape / Fibrous / Homogeneous	None Detected	Cellulose 95%	Binder
	7124-0606-02C	White / Joint Compound / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7124-0606-02D	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10% Fibrous Glass 2%	Binder
R2	7124-0606-03A	White / Texture / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7124-0606-03B	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10% Fibrous Glass 2%	Binder
S	7124-0606-04A	White / Texture / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7124-0606-04B	Off White / Joint Tape / Fibrous / Homogeneous	None Detected	Cellulose 95%	Binder

Analytical results and reports are generated by Apex Precision Analytical Services at the request of and for the exclusive use of the person or entity (client) named on such report. Result, reports or copies of same will not be released by Apex Precision Analytical Services to any third party without the written request from client. These results only represent the materials submitted. Supporting laboratory documentation is available upon request. This report cannot be used to represent conditions at any other location, date or time and does not imply that this space is free from these or any other contaminants. No responsibility or liability is assumed for the manner in which these results are used or interpreted. This must not be used to claim product endorsement by NVLAP or any government agency of the United States. Apex Precision Analytical Services reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

PLM (Bulk) - Asbestos Analysis Report - Visual ID

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials and EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

Burcham Environmental Services LLC
14306 RR 12, Suite 5
Wimberley, TX 78676
512-396-5725
Contact: Kent Burcham

Report Number: 7124-0606
Report Date: February 19, 2024
Samples Collected: February 14, 2024
Date Received: February 15, 2024
Turn-around time: 48 Hour

Job ID / Site: 2023-209 / 201 W. Market

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
S	7124-0606-04C	White / Joint Compound / NonFibrous / Homogeneous	None Detected	None Detected	Binder
S1	7124-0606-05A	White / Texture / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7124-0606-05B	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10% Fibrous Glass 2%	Binder
S2	7124-0606-06A	White / Texture / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7124-0606-06B	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10% Fibrous Glass 2%	Binder
T	7124-0606-07	White,Brown / Ceiling Tile / Fibrous / Homogeneous	None Detected	Cellulose 85%	Binder
T1	7124-0606-08	White,Brown / Ceiling Tile / Fibrous / Homogeneous	None Detected	Cellulose 85%	Binder
T2	7124-0606-09	White,Brown / Ceiling Tile / Fibrous / Homogeneous	None Detected	Cellulose 85%	Binder

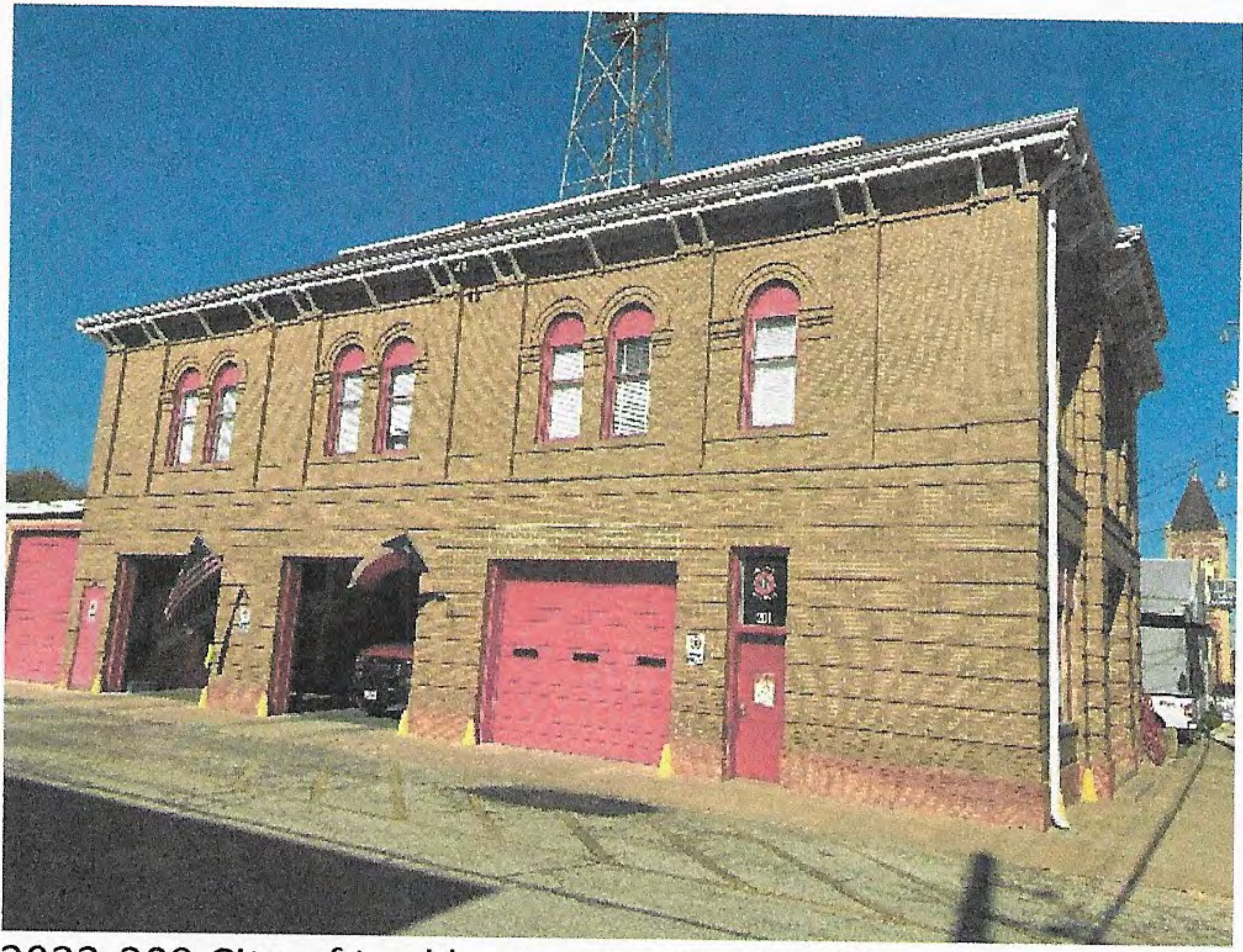
Analytical results and reports are generated by Apex Precision Analytical Services at the request of and for the exclusive use of the person or entity (client) named on such report. Result, reports or copies of same will not be released by Apex Precision Analytical Services to any third party without the written request from client. These results only represent the materials submitted. Supporting laboratory documentation is available upon request. This report cannot be used to represent conditions at any other location, date or time and does not imply that this space is free from these or any other contaminants. No responsibility or liability is assumed for the manner in which these results are used or interpreted. This must not be used to claim product endorsement by NVLAP or any government agency of the United States. Apex Precision Analytical Services reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

CHAIN OF CUSTODY FORM

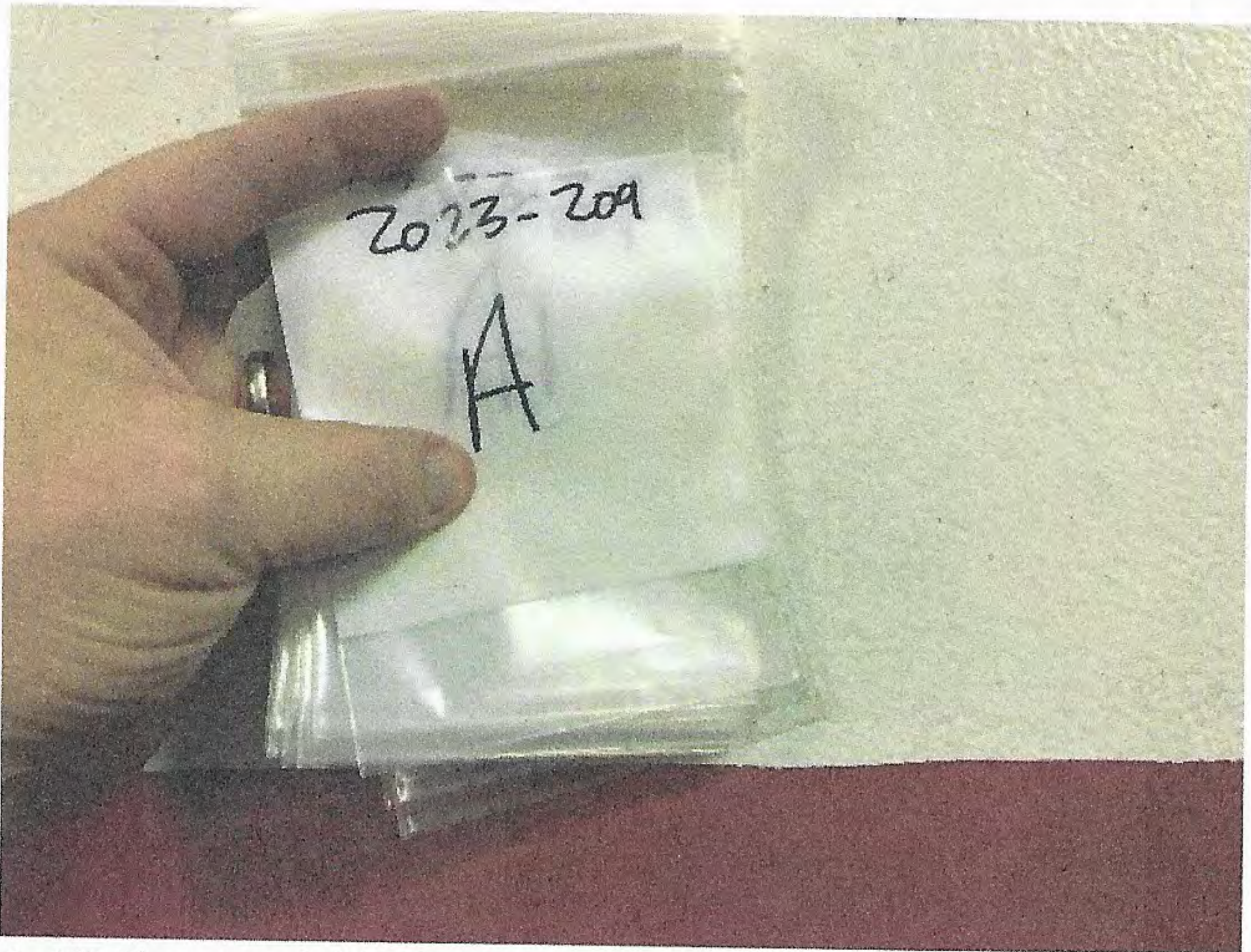
7124-0606

Company Name:	Burcham Environmental	Date:	2-14-24
Address:	125 South LBJ	Contact Name:	JOE PHILLIPS
City, State, Zip:	San Marcos, TX 78666	Sampler Name:	J.P.
Phone# :	(512) 396-5725	Project #:	2023-209
Fax#:	(512) 396-5740	P.O. #:	201 W. MARKET - MARKET

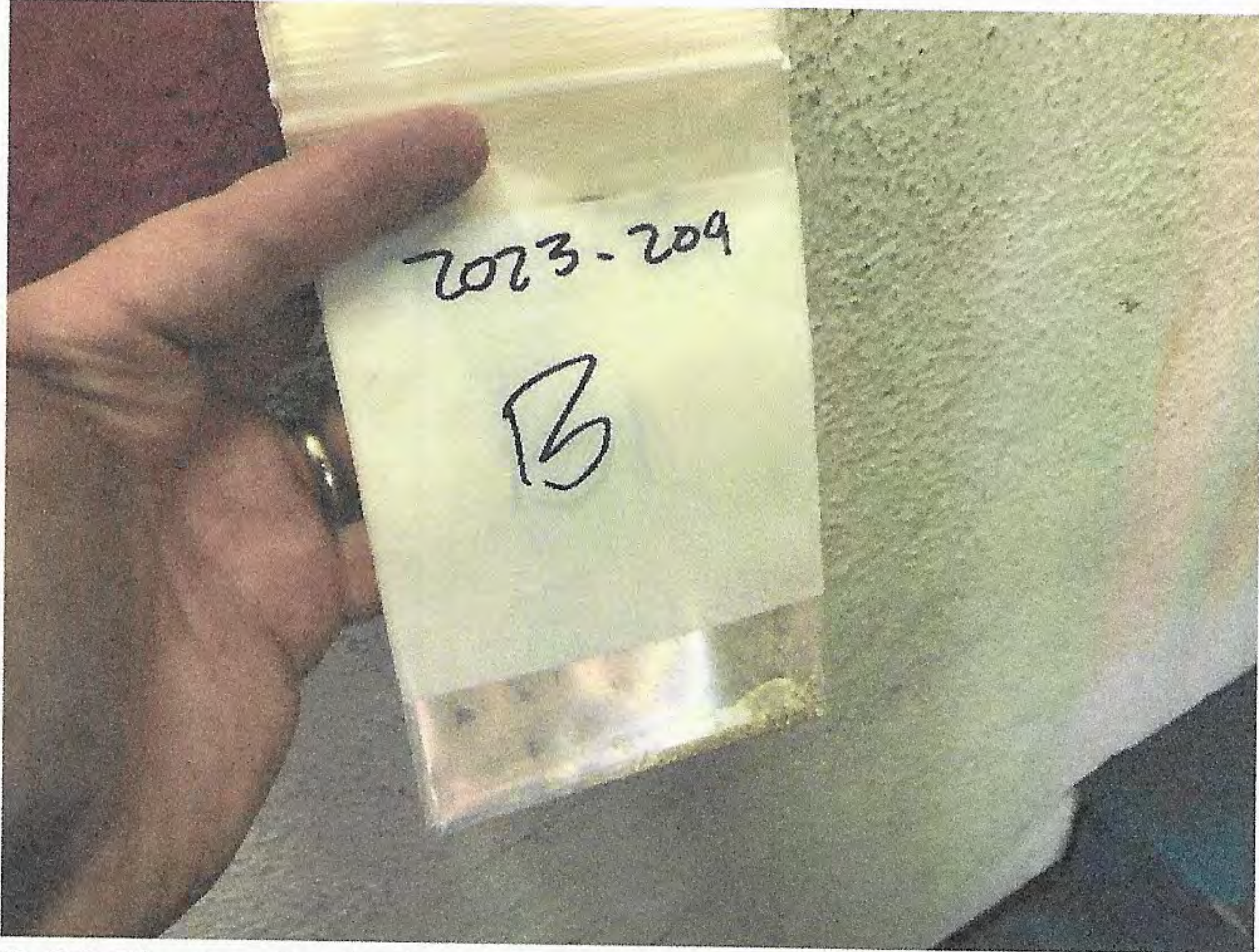
Sample Number	Sample Date	Asbestos				Lead				Other Metals (Specify metals below)				Air Volume (L) OR Wipe Area (ft ²) OR Scrape Area (cm ²)	Comments
		Bulk ID by PLM	Asbestos Wipe	Fiber Count (PCM)	TEM Air	TEM Chatfield (Bulk)	Air	Paint	Soil	Wipe	TCLP (Pb)	Waste Water	TCLP RCRA 8		
R-R2	2-14-24	✓													S/R+J.C. CEILING
S-J2	↓	✓													S/R+J.C. WALLS
T-T2		✓													12x12 C.T. P/NHOLE
Released by:	JOE PHILLIPS	Signature:										Date:	2-14-24		
Received by:	JESSICA SIMMONS	Signature:										Date:	02/15/24 09:50		
Released by:		Signature:										Date:			
Received by:		Signature:										Date:			



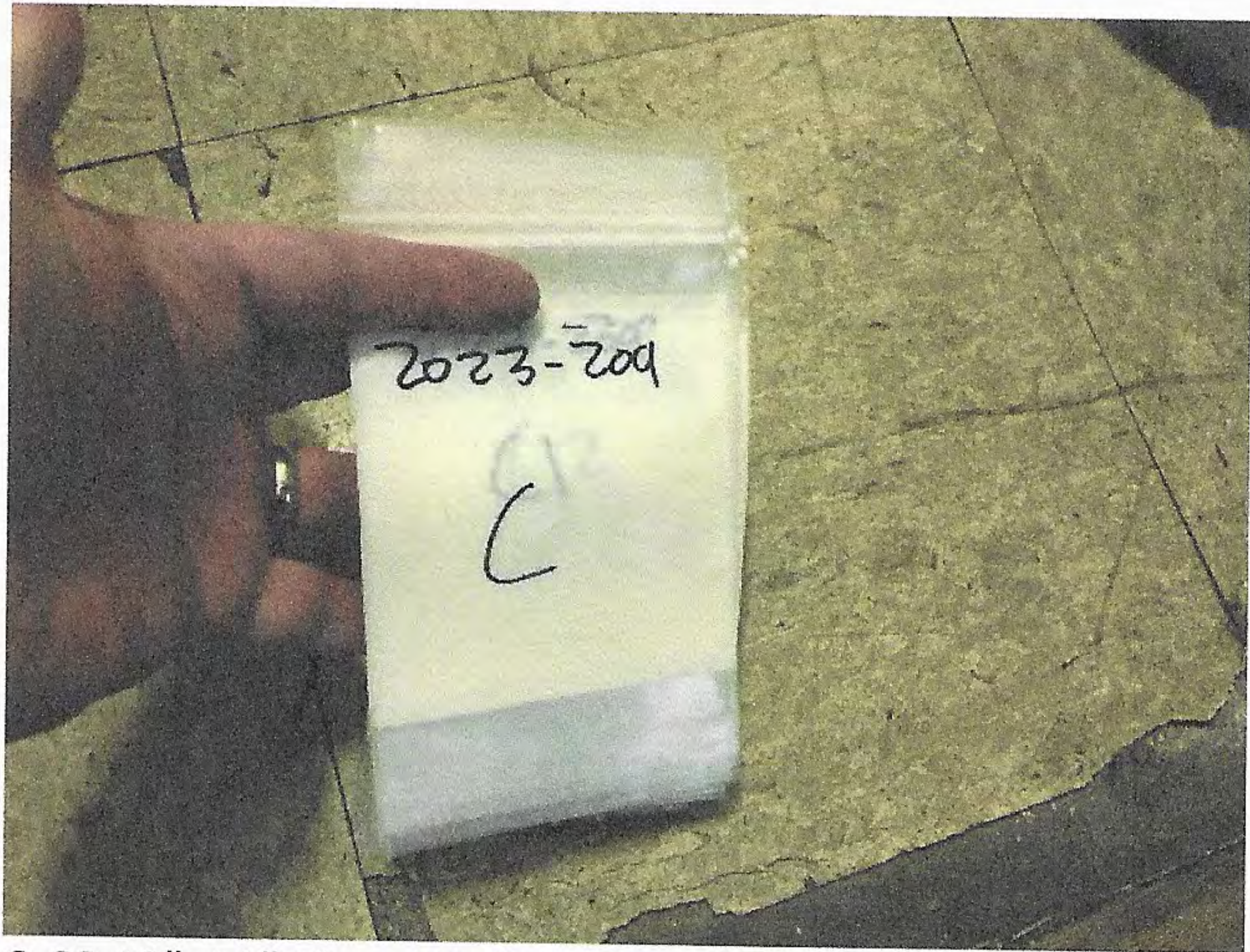
2023-209 City of Lockhart – Fire Station #1



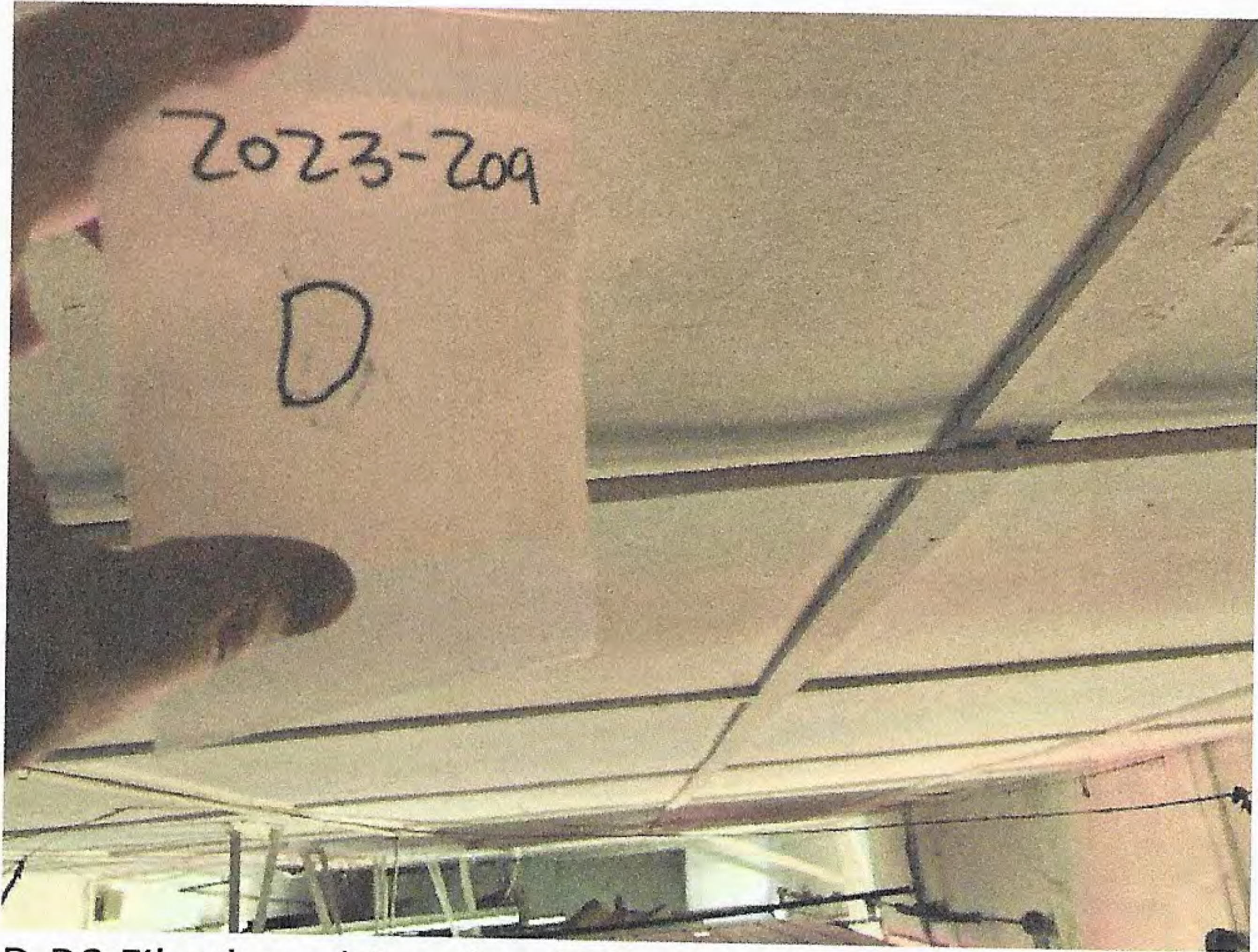
A-A2 Sheetrock/Surfacing



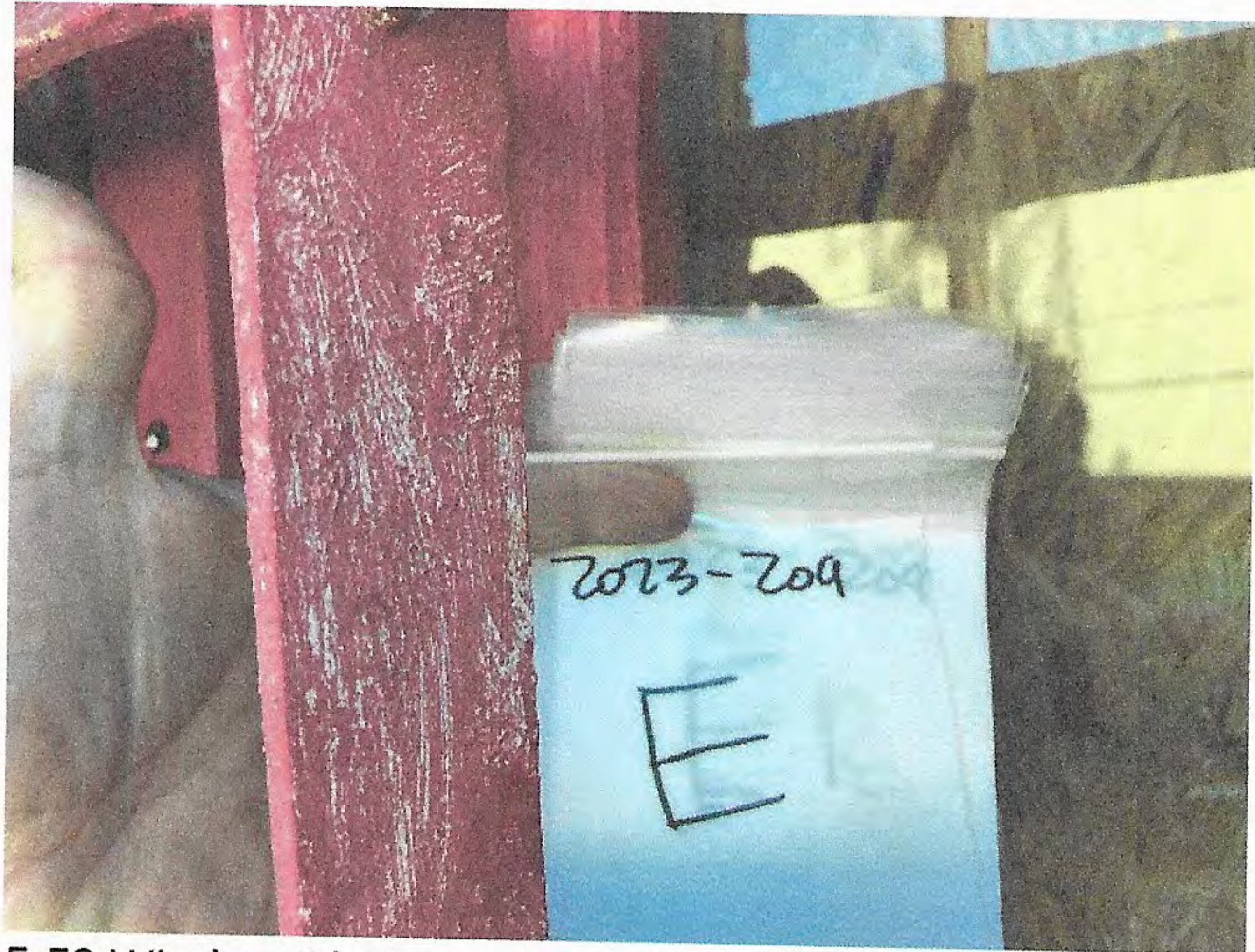
B-B2 Plaster Surfacing



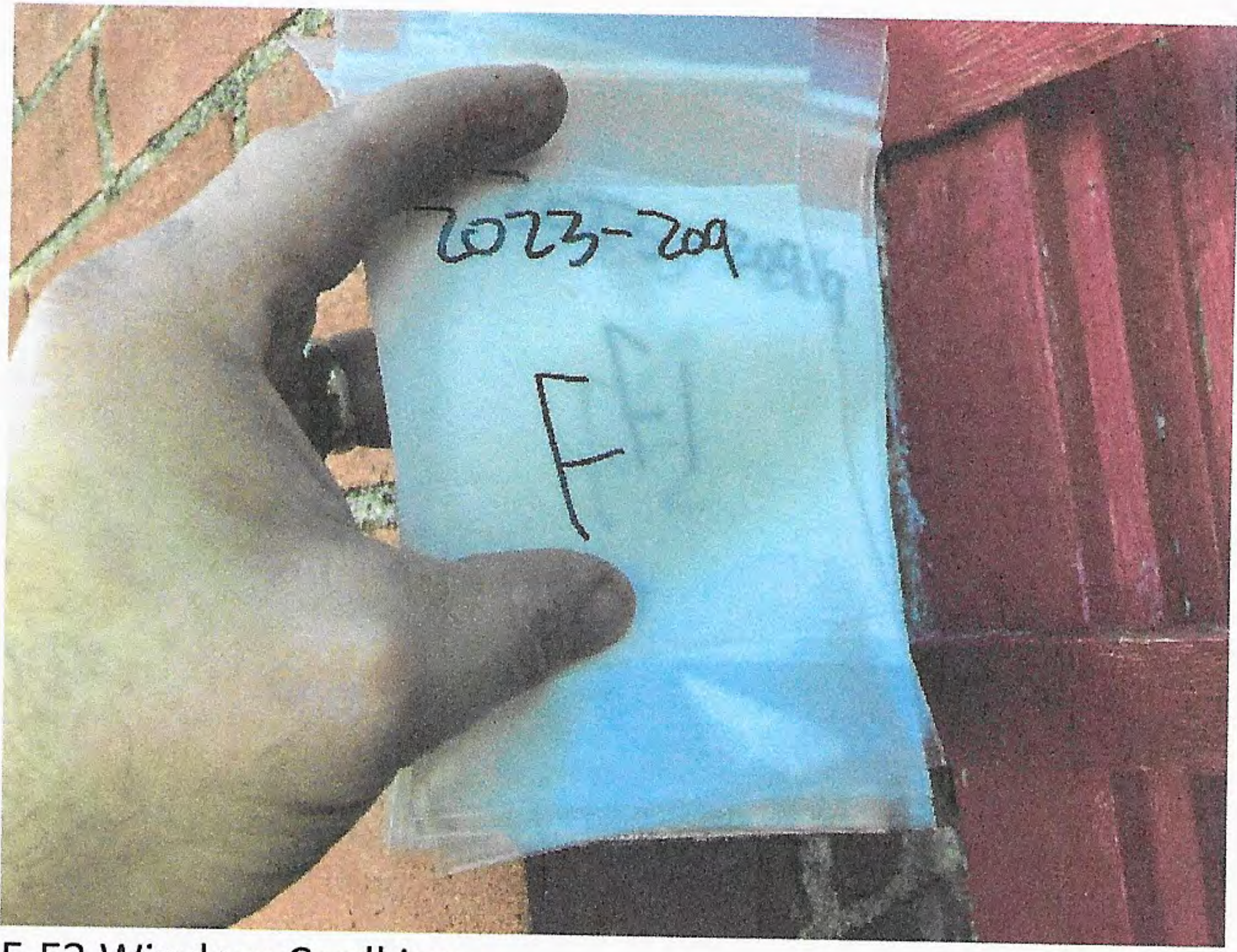
C-C2 12"x12" Floor Tile/Mastic



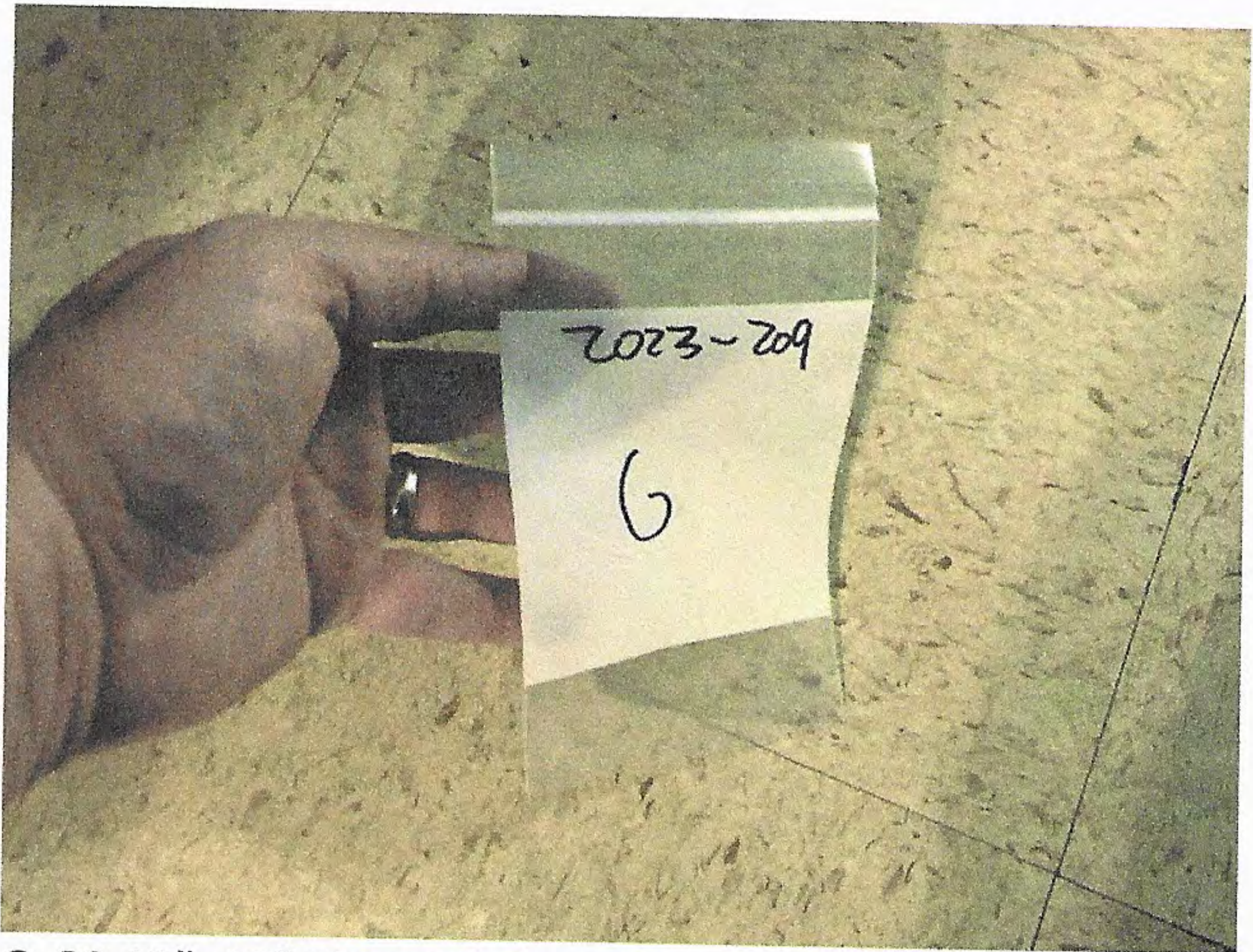
D-D2 Fiberboard Panels with Texture



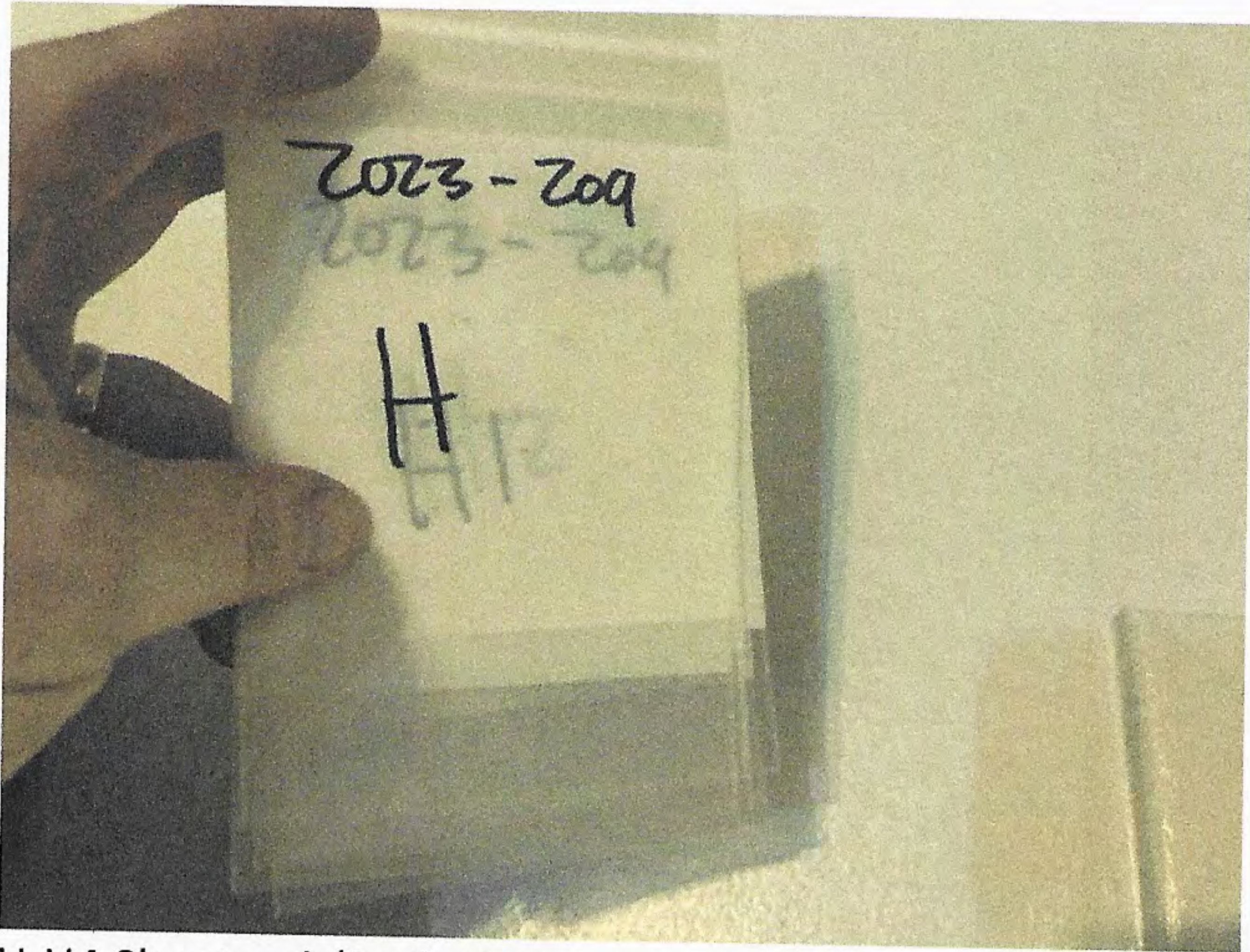
E-E2 Window Glazing



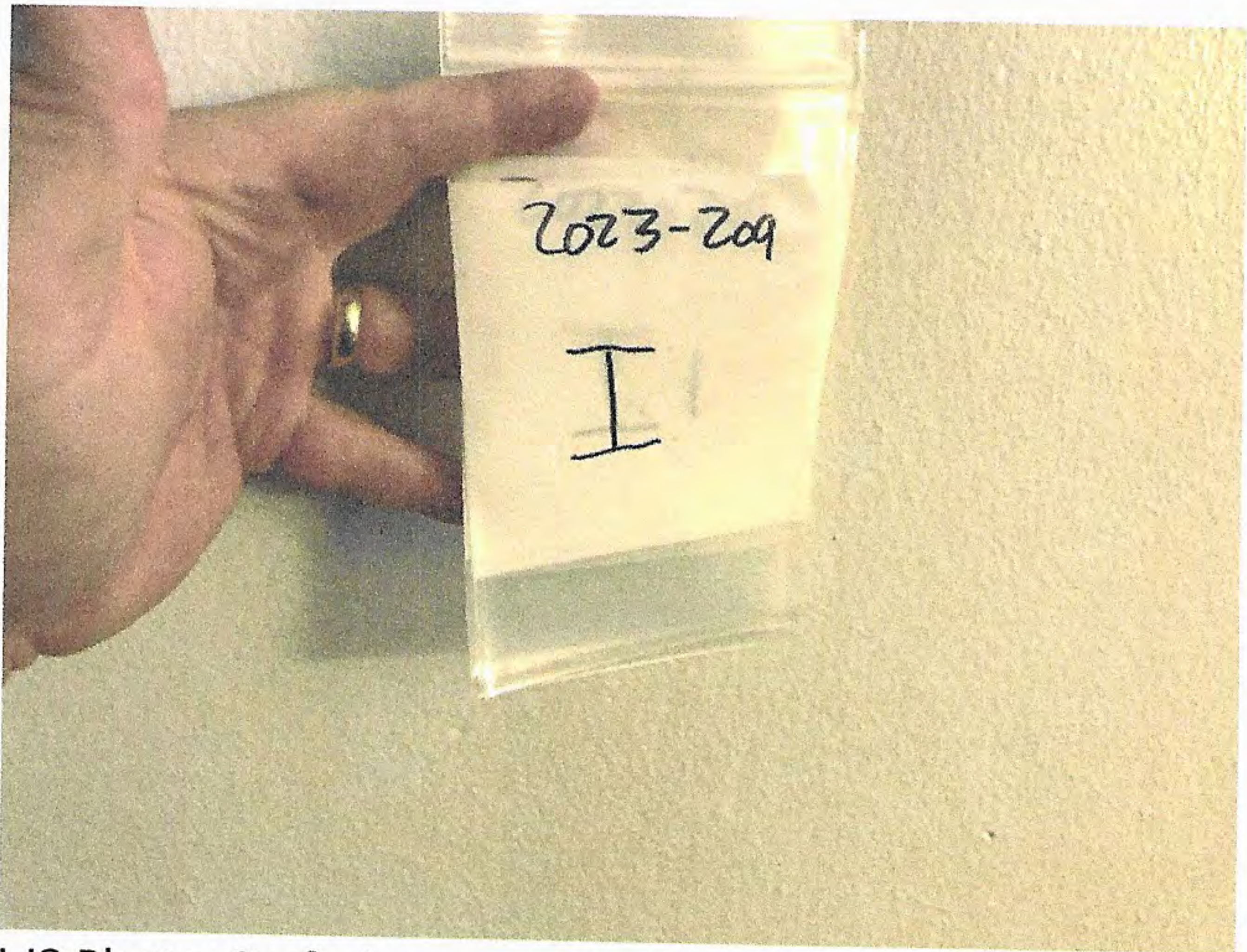
F-F2 Window Caulking



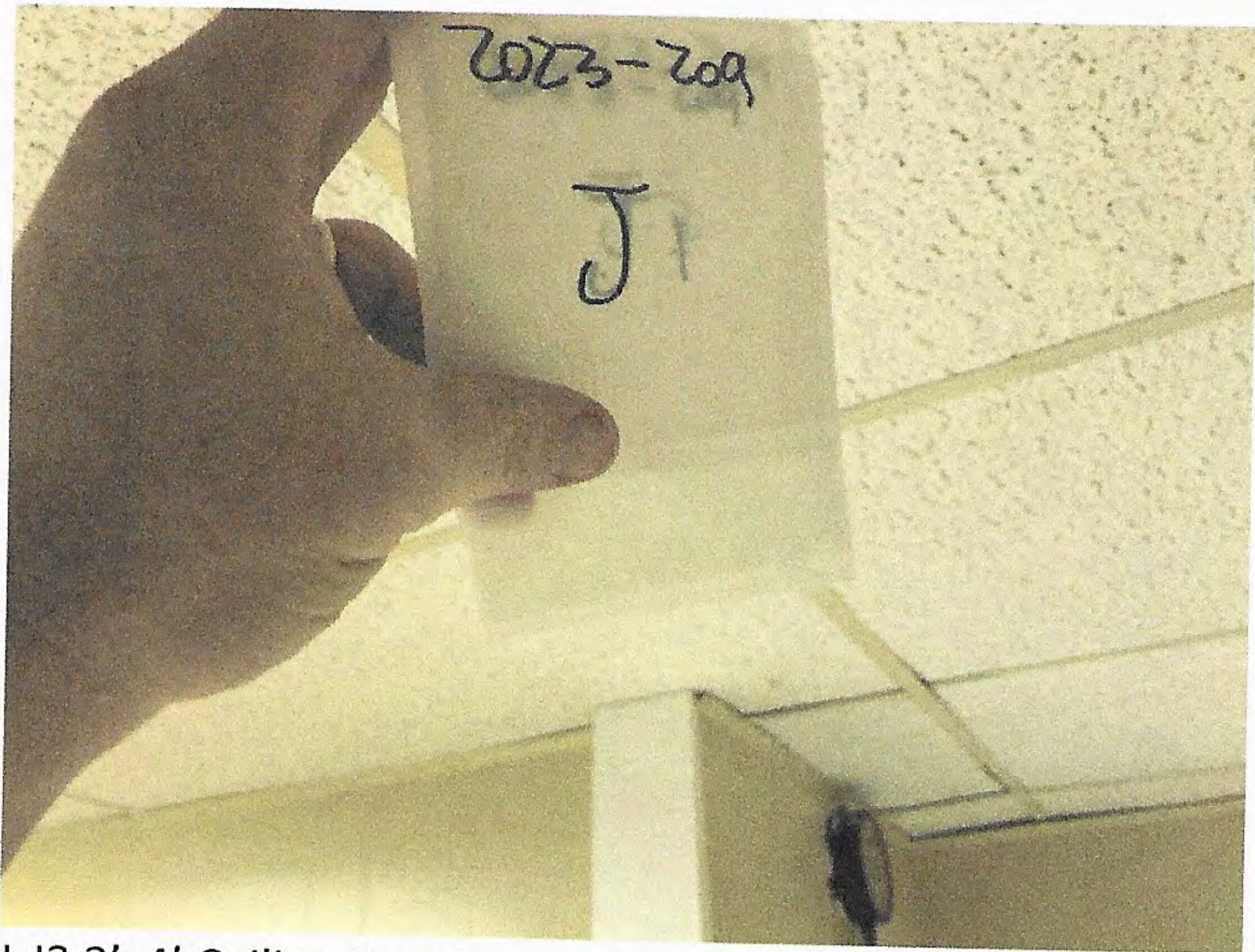
G-G2 12"x12" Floor Tile/Mastic



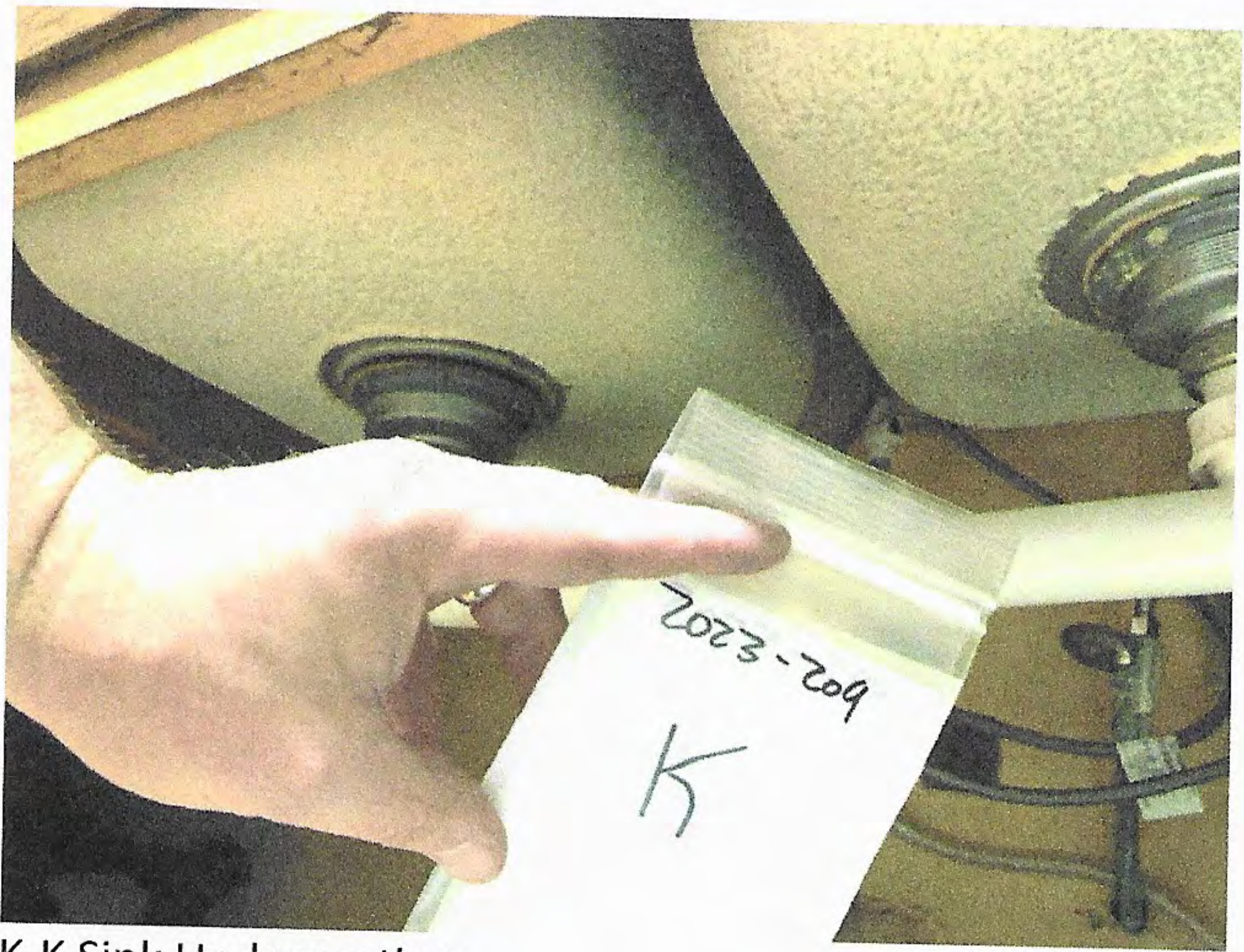
H-H4 Sheetrock/Surfacing



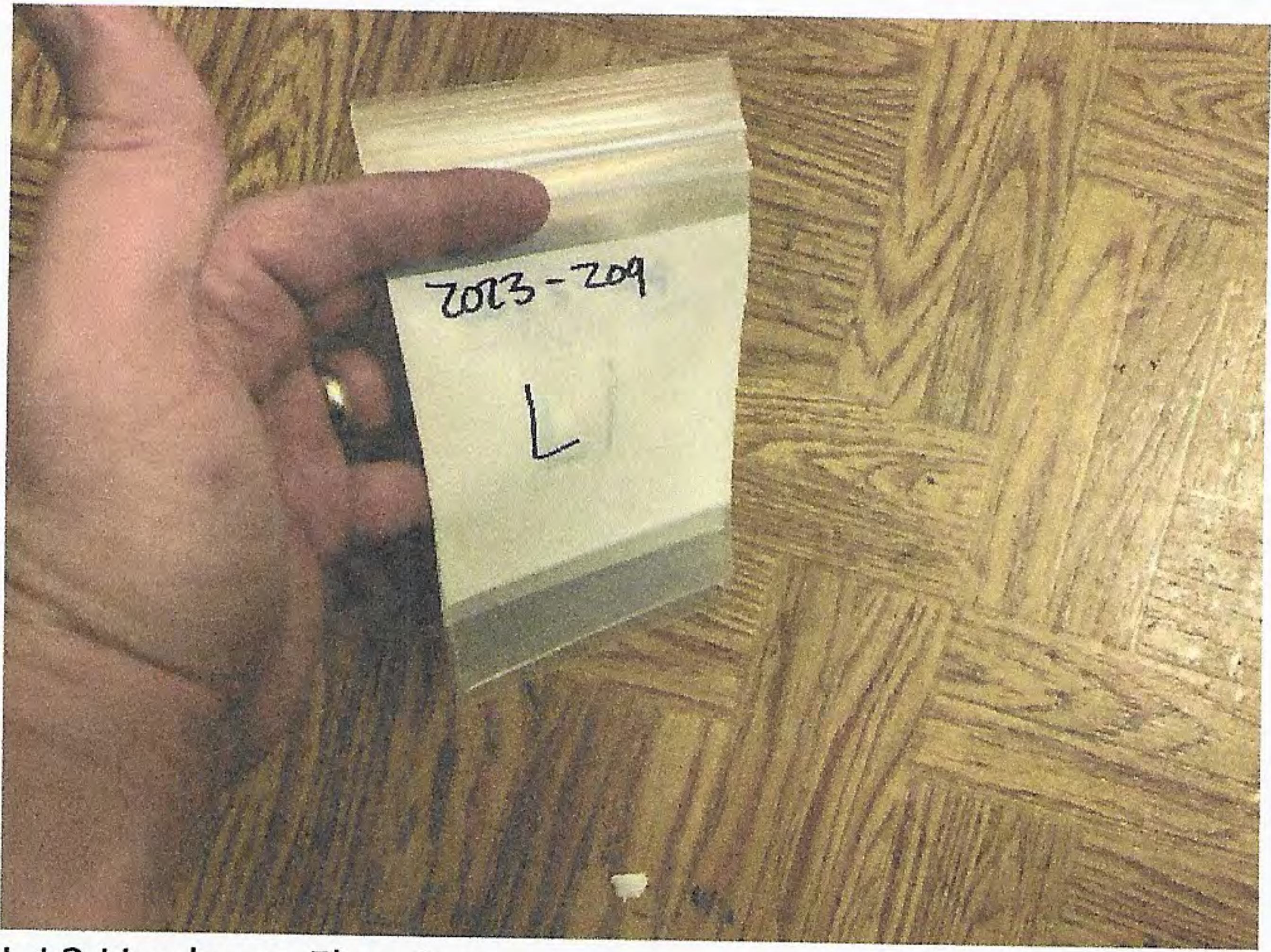
I-I2 Plaster Surfacing



J-J2 2'x4' Ceiling Panels



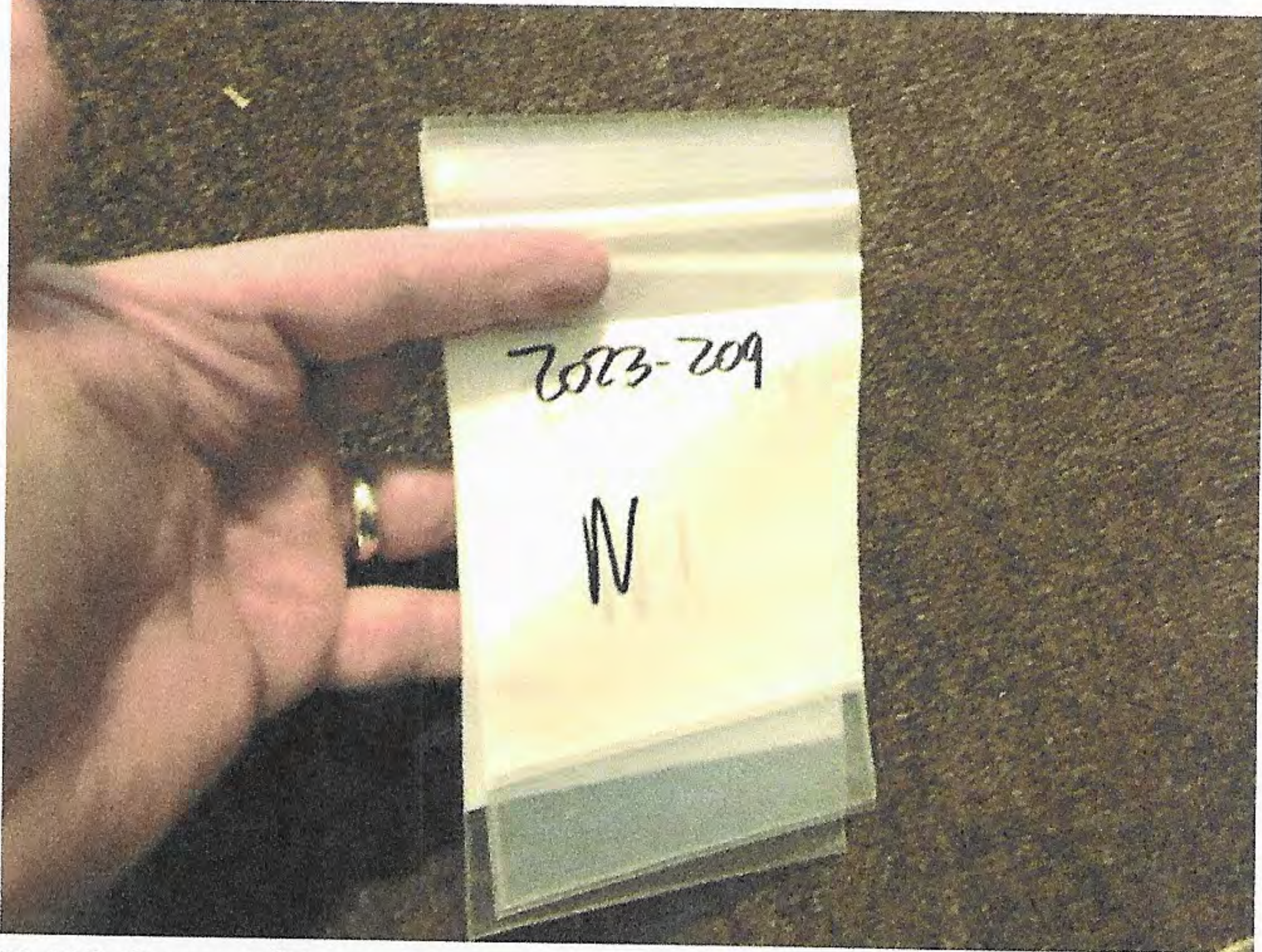
K-K Sink Undercoating



L-L2 Linoleum Flooring

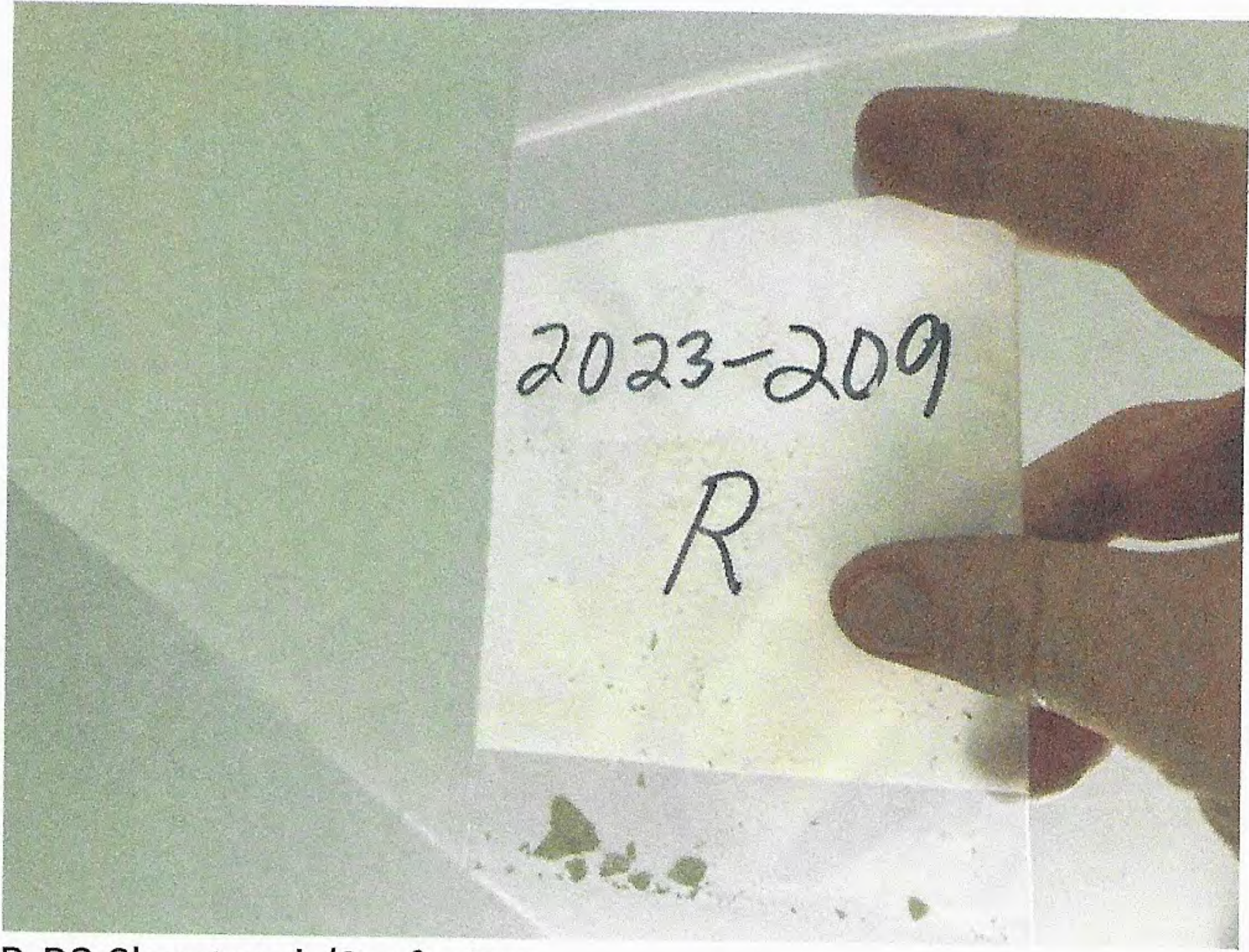


M-M2 HVAC Duct Sealant Mastic

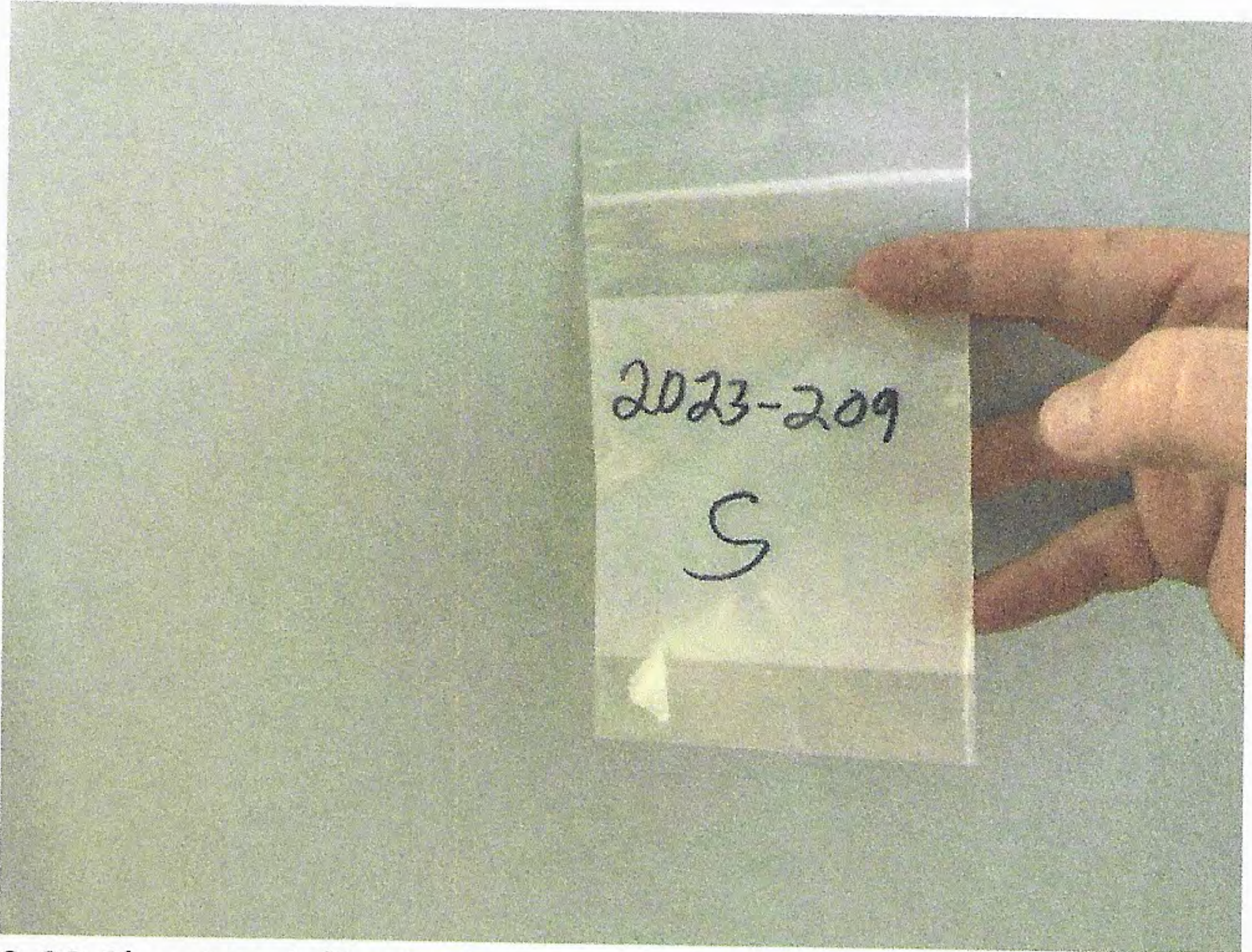


N-N2 Carpet/Cove Base Adhesive

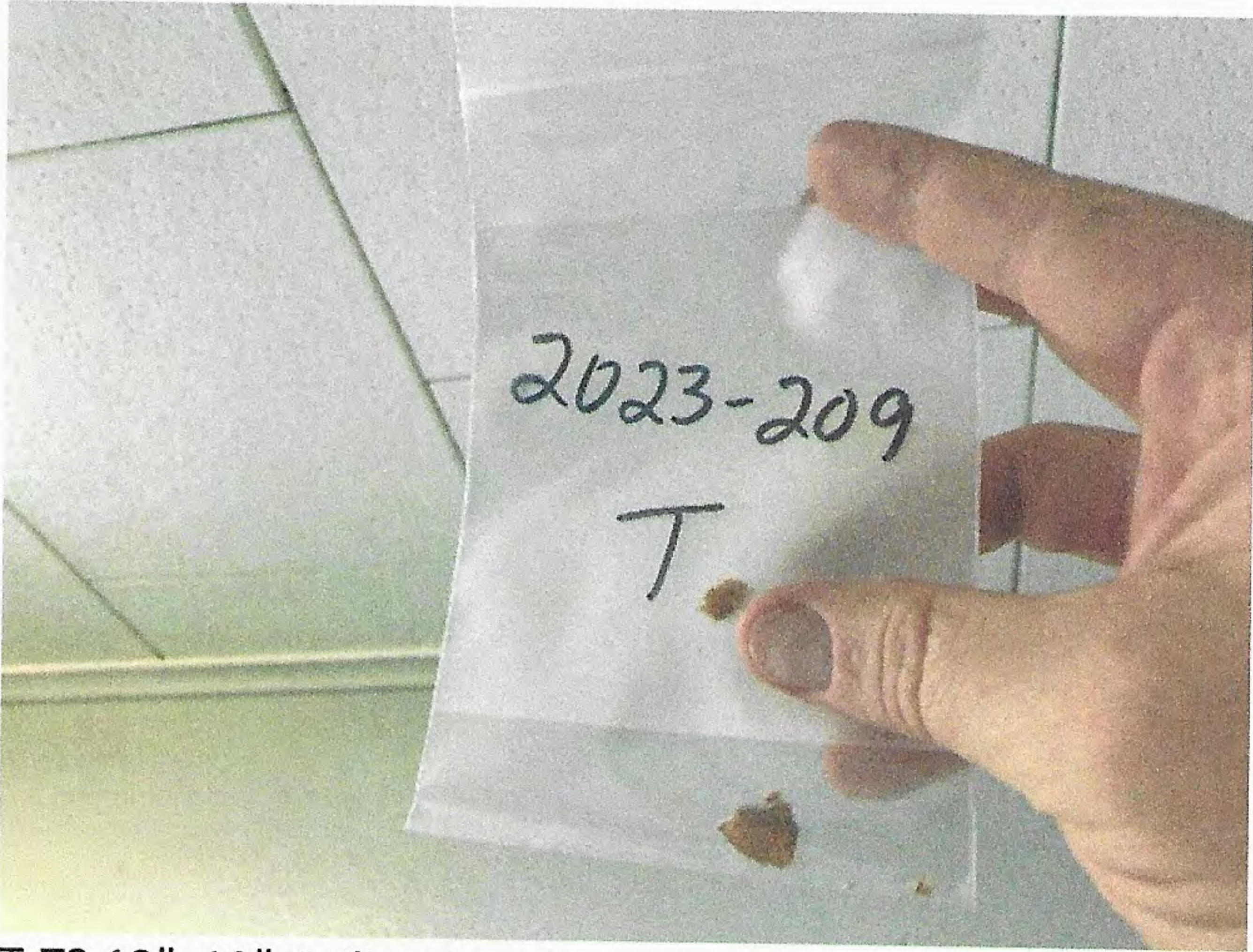
O-O2 12"x12" Floor Tile/Mastic (No Photo)



R-R2 Sheetrock/Surfacing

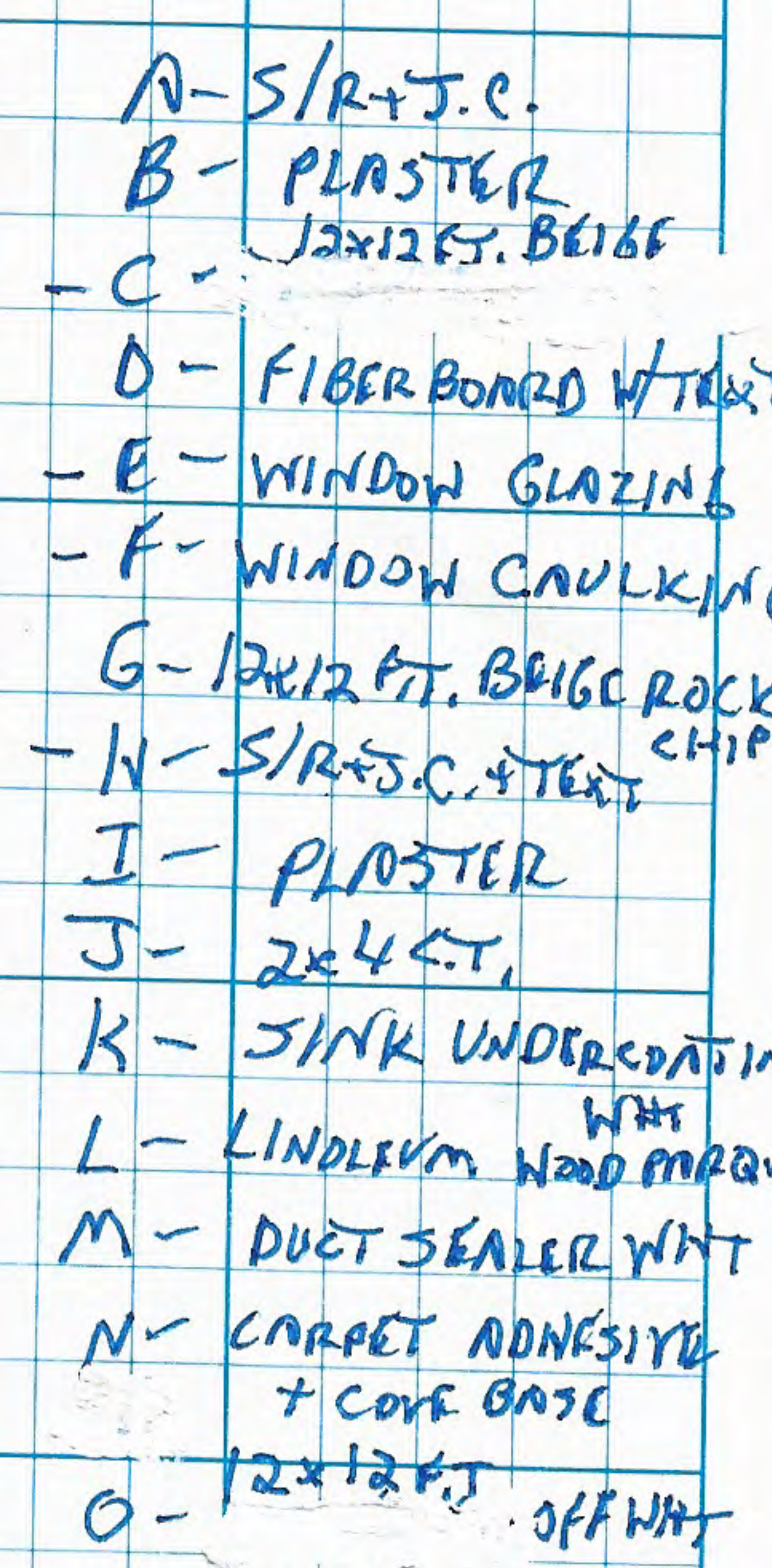


S-S2 Sheetrock/Surfacing

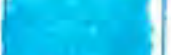
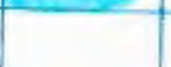


T-T2 12"x12" Ceiling Panels

1st FLOOR
201 W. MARKET
LOCKHART

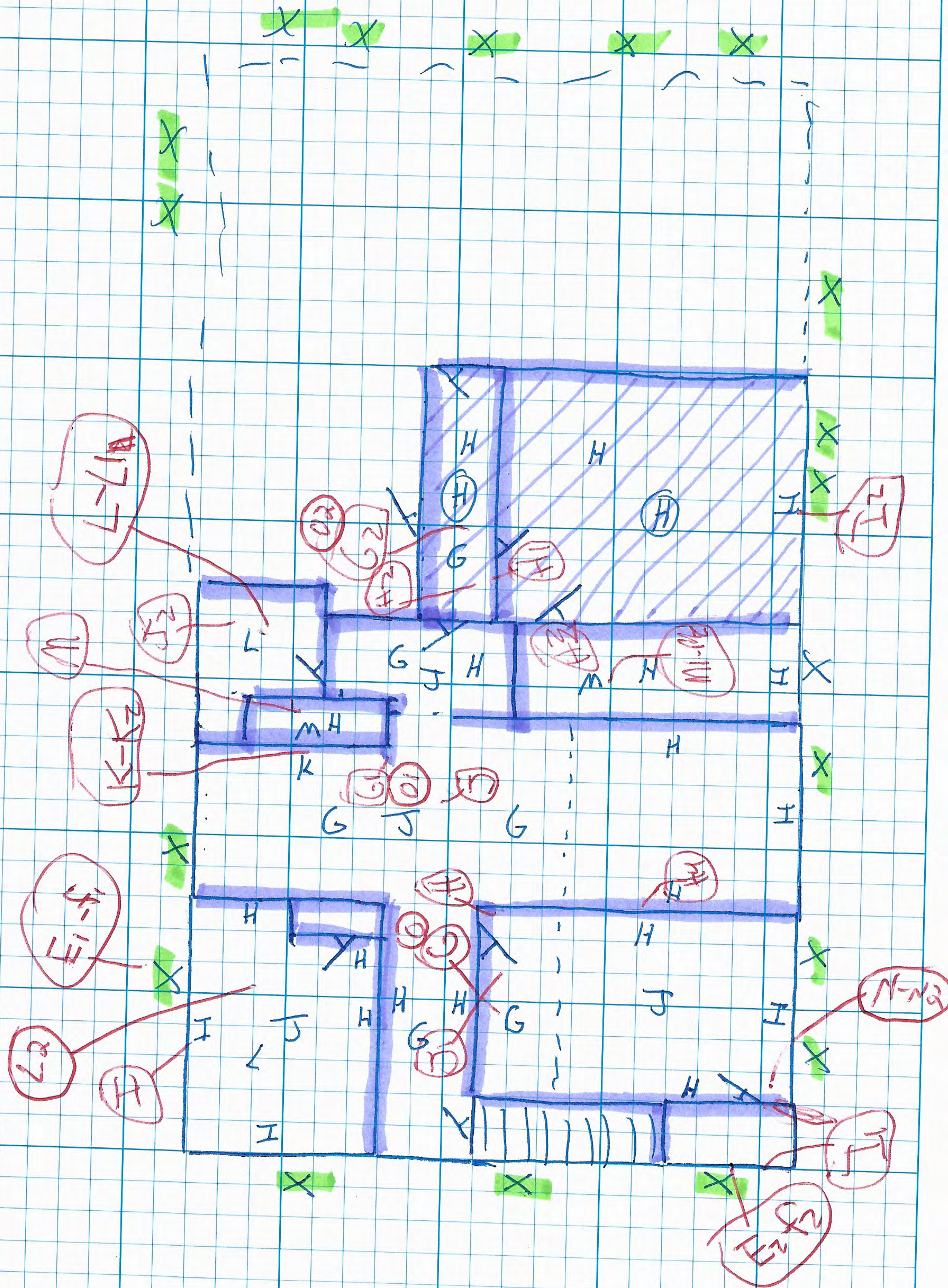


TRANSITE PIPE
ASSUMED
+ TRANSITE
SHINGLES

- | | | |
|---|---|--|
| C |  | 12x12 F.T/MASTIC — 80 ϕ |
| E |  | EXT windows — 25 units |
| H |  | SHEET ROCK PANELS — $\frac{1}{2}$ 2,800 ϕ |
| P |  | TRANSITE VENT PIPE — $\frac{1}{2}$ 20 LN. FT. |

2023-209
2nd FLOOR

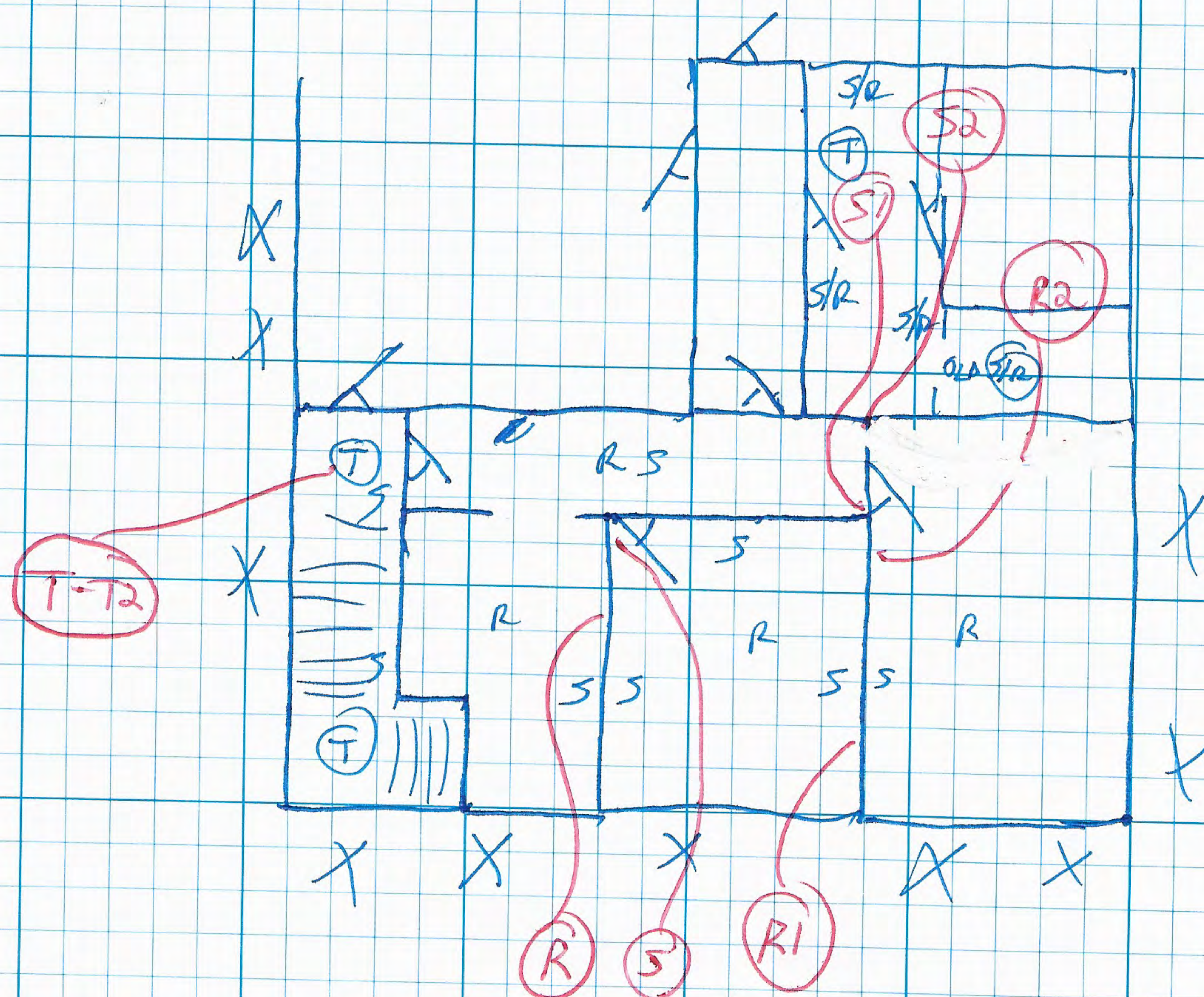
201 W. MARKET
LOCKHART



2023-209

□ = 2'x2'

R- S/R+SC. CEILING
S- S/R+SC. WALLS
T- 12x12 CT. PINHOLE





Texas Department of State Health Services

BURCHAM ENVIRONMENTAL SERVICES LLC

is certified to perform as an

Asbestos Consultant Agency

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.



License Number: 100097

Expiration Date: 06/17/2025

Control Number: 97595

Jennifer Shuford, MD, MPH
Jennifer Shuford, MD, MPH,
Commissioner of Health

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

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**Texas Department of
State Health Services**

Asbestos Individual Consultant

JOSEPH C PHILLIPS

License No. 105677

Control No. 98247

Expiration Date: 2-Aug-2025



**Texas Department of
State Health Services**

Asbestos Individual Consultant

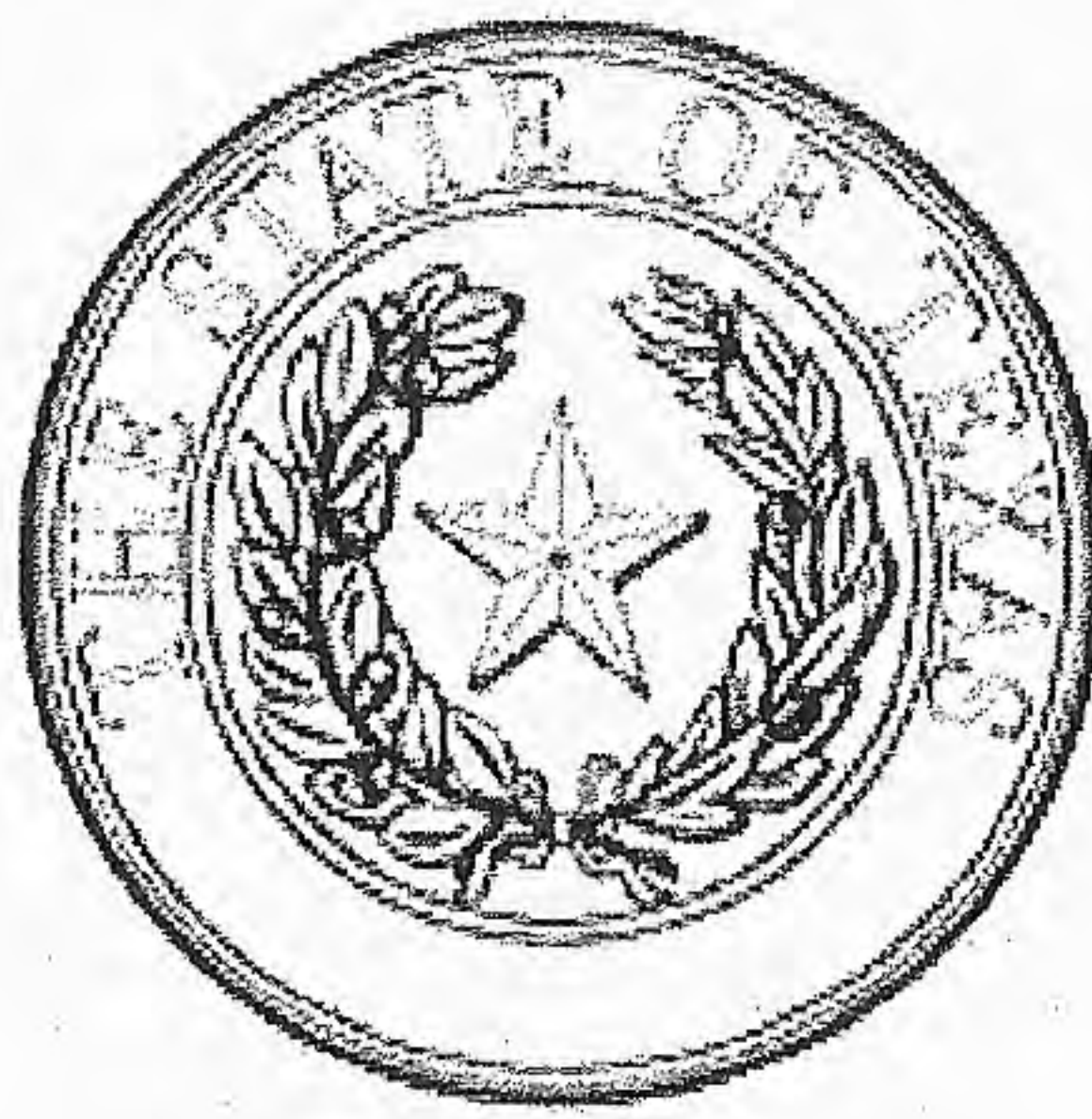
ARTHUR KENT BURCHAM

License No. 105317

Control No. 97995

Expiration Date: 15-Dec-2023





Texas Department of State Health Services

APEX PRECISION ANALYTICAL SERVICES INC DBA
APASI LAB

is certified to perform as an

Asbestos Laboratory

PCM, PLM

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas
Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas
Asbestos Health Protection, as long as this license is not suspended or revoked.*



License Number: 300312

Expiration Date: 04/29/2024

Control Number: 96621

*John Hellerstedt, M.D.,
Commissioner of Health*

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

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City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 5, 2024

AGENDA ITEM CAPTION: Discussion regarding Resolution 2024-08, suspending the April 9, 2024, effective date of the proposal by Texas Gas Service Company, a division of One Gas, Inc., Central-Gulf Service Area, to implement interim GRIP rate adjustments for gas utility investment in 2023.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: This is an annual interim rate adjustment and that the purpose of the resolution is to suspend the effective date of the rate increase by 45 days. Further, the Texas Supreme Court has determined that the City has no authority to take additional action or undertake a substantive examination of the request.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Resolution 2024-08.

LIST OF SUPPORTING DOCUMENTS: Texas Gas Service Letter February 9, 2024, Resolution 2024-08



Judy J. Hitchye
1301 S. Mopac, Suite 400
Austin, TX 78746
Office: 512-370-8229
Judy.Hitchye@onegas.com

February 9, 2024

Honorable Mayors and Members of the City Councils of the following Texas cities:

Austin, Bayou Vista, Beaumont, Bee Cave, Cedar Park, Cuero, Dripping Springs, Galveston, Gonzales, Groves, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas.

Re: Texas Gas Service Company, a Division of ONE Gas, Inc.'s Test Year 2023 Gas Reliability Infrastructure Program Interim Rate Adjustment for the Incorporated Areas of the Central-Gulf Service Area

Dear Mayors and Members of the City Councils:

Texas Gas Service Company ("TGS" or the "Company"), a Division of ONE Gas, Inc., hereby files the attached tariffs to implement an Interim Rate Adjustment applicable to gas utility service provided to customers within the incorporated areas of the Central-Gulf Service Area ("CGSA") which includes the cities of: Austin, Bayou Vista, Beaumont, Bee Cave, Cedar Park, Cuero, Dripping Springs, Galveston, Groves, Gonzales, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas (collectively, the "Cities"), which together with their environs and the environs of Bastrop, Buda and Hutto, Texas comprise the Company's CGSA. TGS proposes that the tariffs (Rate Schedules 10, 20, 30, 40, 48, C-1, CNG-1 and T-1) become effective in sixty (60) days and be applied to meters read on and after April 9, 2024. This filing is made pursuant to Section 104.301 (Interim Adjustment for Changes in Investment) of the Texas Utilities Code and is the Company's fourth interim rate adjustment filing with the Cities following its rate case filed in 2019.

Section 104.301 establishes the state's Gas Reliability Infrastructure Program and is commonly referred to as the "GRIP" statute. Its purposes are to encourage the timely investment in needed system improvements and to reduce the frequency of traditional rate cases by providing a streamlined process for utilities to recover the cost of those investments on an interim basis between rate cases. The GRIP statute complements the traditional ratemaking and regulatory process by allowing for an annual interim adjustment of rates to reflect changes in the value of capital invested each year. The Cities have an initial period of not more than sixty (60) days to review the proposed rate adjustment, and may act to suspend the implementation of the Interim Rate Adjustment for an additional forty-five (45) days, as provided by subsection (a) of the GRIP statute.

GRIP adjustments are not intended to eliminate the need for a full and complete rate review in a rate case. All GRIP rates are interim rate adjustments subject to refund and a complete review in the Company's next full rate case when the adjustment is subject to review in the same



manner as other changes to the utility's invested capital that have occurred since the last rate case.

In this filing, the Company has determined the net increase in capital invested in the CGSA from January 1, 2023 through December 31, 2023 to be \$94,774,123. The Interim Rate Adjustment necessary to recover this incremental investment is \$12,314,033 on a system-wide basis, of which, \$11,202,437 is attributable to customers in the incorporated areas of the CGSA, and would increase the average residential bill by \$2.64 per month - excluding taxes.

In accordance with the Texas Utilities Code, the proposed Interim Rate Adjustment is allocated among the various customer classes in the same manner as the cost of service was allocated in the Company's current rates for the CGSA as decided in the most recent rate case. The GRIP rates will be recovered through an increase in the monthly customer charge applicable to each customer class.

Exhibit 1, attached hereto shows the impact the Interim Rate Adjustment will have on the average bill for each class of customers served in the CGSA. The Interim Rate Adjustment is detailed on Rate Schedules 10, 20, 30, 40, 48, C-1, CNG-1 and T-1, filed herewith. The Company will provide notice of the proposed Interim Rate Adjustment to all affected customers, by bill insert or direct mail, not later than the 45th day after the date of this filing, as required by subsection (a) of the GRIP statute.

The Company is available to discuss or answer any questions you may have about this filing. TGS appreciates your consideration of the proposed IRA filing.

Respectfully Submitted,

Judy J. Hitchye
Managing Attorney
Texas Gas Service Company
Barton Skyway IV
1301 S. Mopac, Suite 400
Austin, Texas 78746
(512) 370-8229
Judy.Hitchye@onegas.com

Exhibit 1

Customer Class	Current Customer Charge	Proposed Customer Charge	Current Average Bill*	Proposed Average Bill*	Change in Average Bill*	% Change in Average Bill*
Gas Sales						
Residential (Rate Sch. 10) Average Usage of @ 3.1 Mcf*	\$22.85	\$25.49	\$53.11	\$55.75	\$2.64	4.97%
Commercial (Rate Sch. 20) Average Usage of 26.3 Mcf*	\$83.92	\$96.18	\$284.69	\$296.95	\$12.26	4.31%
Industrial (Rate Sch. 30) Average Usage of 256.9 Mcf*	\$790.20	\$1,007.27	\$2,752.01	\$2,969.08	\$217.07	7.89%
Public Authority (Rate Sch. 40) Average Usage of 44.2 Mcf*	\$138.49	\$160.89	\$475.32	\$497.73	\$22.40	4.71%
Public School Space Heating (Rate Sch. 48) Average Usage of 203.8 Mcf*	\$191.49	\$213.89	\$1,692.88	\$1,715.28	\$22.40	1.32%
Electrical Cogeneration (Rate Sch. C-1)	\$161.49	\$183.89	No Customers			
Compressed Natural Gas (Rate Sch. CNG-1) Average Usage of 1.7 Mcf*	\$583.80	\$814.69	\$595.76	\$826.65	\$230.89	38.76%
Standard Transportation (Rate Sch. T-1)						
Commercial Average Usage of 461.6 Mcf*	\$295.92	\$308.18	\$881.18	\$893.45	\$12.26	1.39%
Industrial Average Usage of 1,468.1 Mcf*	\$990.20	\$1,207.27	\$2,855.71	\$3,072.78	\$217.07	7.60%
Public Authority Average Usage of 3,592.6 Mcf*	\$161.49	\$183.89	\$359.76	\$382.17	\$22.40	6.23%
Public School Space Heating Average Usage of 122.5 Mcf*	\$291.49	\$313.89	\$414.14	\$436.54	\$22.40	5.41%
Electrical Cogeneration Average Usage of 33,978.5 Mcf*	\$161.49	\$183.89	\$15,889.16	\$15,911.56	\$22.40	0.14%
Compressed Natural Gas Average Usage of 2,816.8 Mcf*	\$608.80	\$839.69	\$2,491.55	\$2,722.44	\$230.89	9.27%

*Average bill usage per GUD No. 10928. Average bills exclude revenue-related taxes and includes cost of gas (except transportation). The 2023 cost of gas 12-month average is \$6.37 per Mcf.

RESOLUTION NO. 2024-08

A RESOLUTION BY THE CITY OF LOCKHART, TEXAS SUSPENDING THE APRIL 9, 2024 EFFECTIVE DATE OF THE PROPOSAL BY TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC. – CENTRAL-GULF SERVICE AREA, TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2023 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Lockhart, Texas (“City”) is a gas utility customer of Texas Gas Service Company, a Division of ONE Gas, Inc. – Central-Gulf Service Area, (“TGS” or “the Company”) and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, TGS made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) on February 9, 2024, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by TGS, effective April 9, 2024; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

1. The April 9, 2024 effective date of the GRIP Rate Increases proposed by TGS is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

2. A copy of this Resolution shall be sent to TGS, care of Judy J. Hitchye at judy.hitchye@onegas.com, and to Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701 or tbrocato@lglawfirm.com.

Signed this 5th day of March, 2024.

ATTEST:

MAYOR

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 5, 2024

AGENDA ITEM CAPTION: Discussion regarding of nomination of Arnold Proctor to the Zoning Board of Adjustment and Appeals by Councilmember Brad Westmoreland for a term to expire in November 2025.

ORIGINATING DEPARTMENT AND CONTACT: Council - Brad Westmoreland

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Councilmember Brad Westmoreland has nominated Arnold Proctor to be appointed to the Zoning Board of Adjustment and Appeals.

After reviewing the application, Mr. Proctor meets the qualifications to serve on a city board and on the Commission.

Resolution 2024-02 was adopted in 2024 establishing administrative procedures for the nomination of board and commission members to include a 2-step process. First, the nomination is to be placed on the agenda as "announcement of nomination" followed by a notice on a subsequent agenda as "discussion and/or action on the nomination."

The announcement of nomination occurred during the February 20, 2024 Council meeting.

Action of appointment, should the Council move to do so, will occur during the March 5, 2024 meeting.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: February 20, 2024 Council meeting: nomination of Mr. Arnold Proctor to the Zoning Board of Adjustment and Appeals was announced.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Arnold Proctor application - Zoning Board of Adjustment and Appeals, Zoning Board of Adjustment and Appeals Roster

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATION

Full Legal Name <u>ARNOLD G. PROCTOR JR</u>		Preferred Name <u>ANNIE</u>
Physical Home Address <u>515 S. MAIN ST LOCKHART TX 78644</u>		
Mailing Address (if different) <u>PO Box 435</u>		
City <u>LOCKHART</u>	State <u>TX</u>	Zip <u>78644</u>
Home Phone		Work Phone
Mobile Phone		
Email Address		
Date of Birth		

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☒ Airport Advisory Board	☒ Historical Preservation Commission
☒ Zoning Board of Adjustment & Appeals	☒ Hotel Occupancy Tax Advisory Board
☐ Charter Review Commission	☐ Library Advisory Board
☒ Construction Board of Appeals	☐ Parks & Recreation Advisory Board
☐ Economic Development Corp (1/2 Cent Sales Tax)	☒ Planning & Zoning Commission
☒ Electric Board	

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

AS A CITIZEN OF LOCKHART FOR OVER 40 YEARS I BELIEVE
IN GIVING BACK TO MY COMMUNITY. I AM A RETIRED ARMY
ENGINEER AND RETIRED SCHOOL BUSINESS OFFICIAL, I
UNDERSTAND ENGINEERING AND BUREAUCRATIC IMPACT.

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☐	☒	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: _____

For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.



Applicant's Signature

10-12-23

Date

Completed application, resume and letter of interest may be submitted in person, email, mail, or by fax to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
FAX: 512.398.5103
jbowermon@lockhart-tx.org

APPLICANT'S NAME: Arnold Proctor

BOARD NAME(S): Zoning Board of Adjustments and Appeals

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: 2018
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: 2018
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO NO
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:

Board of Adjustment

Y or N City Resident? If no, applicant does not qualify.

Zoning Board of Adjustment meets the first Monday at 6:30 p.m. each month if there are items pending the Board's review. The Board hears and decides appeals where the applicant alleges that there is an error in any order, requirement, decision, or determination made by the city staff, the commission, or the city council in the enforcement of the zoning chapter, to hear and decide variances and special exceptions as provided by any provision of the zoning chapter, and to act as the appeal board as specified in Section 22-68, flood hazard areas, of the Lockhart Code of Ordinances. All members must reside within the city limits. The Board consists of seven members that serve a three-year term. The City Planner is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified?

YES

NO

DISCRETION OF THE COUNCIL

NOTES: _____

BOARD OF ADJUSTMENT ROSTER

First Name	Last Name	Address1	Council Member	Exp. Nov
Mike	Annas	914 S. Guadalupe	Mayor White	2026
Laura	Cline	1313 Walter Ellison	Angie Sanchez	2022
Shawn	Martinez	523 Cibilo	David Bryant	2022
VACANT	Severo Castillo resigned 5-2-2022		Brad Westmoreland	
Lori	Rangel	801 W. San Antonio, Apt. A.	Juan Mendoza	2019
Wayne	Reeder	910-F S. Guadalupe	Jeffry Michelson	2022
Lucy	Knight	1532 Parkview Dr.	Jeffry Michelson	2023
VACANT	Marica Proctor moved to LHPC 2/6/24	515 S. Main	John Lairsen	
VACANT	Alternate position			

City Planner - staff liaison

Updated: January 18, 2024

**REGULAR MEETING
LOCKHART CITY COUNCIL**

MARCH 7, 2023

6:30 P.M.

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

Council present:

Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Mayor Lew White
Councilmember Brad Westmoreland
Councilmember Kara McGregor
Mayor Pro-Tem Angie Gonzales-Sanchez

Staff present:

Steve Lewis, City Manager
Sean Kelley, Public Works Director
Julie Bowermon, Civil Service/HR Director
Kevin Lunsford, Interim Police Chief

Monte Akers, City Attorney
Randy Jenkins, Fire Chief
Pam Larison, Finance Director
Travis Hughes, Parks Director

Citizens/Visitors Addressing the Council: Gary Dickenson and Katy Kemp of the Farmers Market; Kim Clifton of the Lockhart Chamber of Commerce; Jonathan Gonzales of the Greater Caldwell County Hispanic Chamber of Commerce; Jason Jones of the Gaslight-Baker Theater; Coyle Buhler of the Caldwell County Museum; James Jimenez of Halff Associates; and, Suzy Falgout of Caldwell County Animal Coalition.

Work Session 6:30 p.m.

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

DISCUSSION ONLY

A. DISCUSS CITY COUNCIL MINUTES OF THE FEBRUARY 11, 2023 MEETING.

Mayor White requested corrections. There were none.

G. DISCUSS THE STATE OF THE LOCKHART FARMERS' MARKET.

Mr. Kelley stated that it has come to the City of Lockhart's attention that the organization operating the Lockhart Farmer's Market has dissolved. Since then, a new group of organizers comprised of Gary Dickenson, Katy Kemp and Tara Bittner have stepped forward and are interested in continuing the Farmer's Market held downtown each Saturday. The new organizers also expressed interest in extending the operating hours to 3pm on Saturdays and plan on discussing this request with the downtown businesses.

The new group is also seeking 6-month temporary authorization to operate the Farmers Market so that they may address the following actions:

- Pursue 501 (c)(4) non-profit status
- Establish themselves as a Certified Farmer's Market with the State
- Prepare new bylaws, and
- Change their name from "Lockhart Farmer's Market" to "Farmers and Artisans Market of Lockhart"

The Lockhart Farmer's Market has been conducting themselves under the following conditions established by the interlocal agreement between the City and Caldwell County:

- Obtain/maintain non-profit status
- Certified Farmer's Market with the State
- Use of the inner lanes of the streets on the east, west, and south sides of the Square
- Furnish two restroom facilities, one of which being ADA-compliant (when public restrooms are not available)
- Have market vendors park off the Square, except when loading and unloading
- Operate between the hours of 8am-2pm on Saturdays, setup beginning no earlier than 7:30am with all vendors gone by 2:30pm
- Operate at the Caldwell County Justice Center when conflicting events are held on the Square

Should Council desire to move forward with an interim agreement, staff seeks direction on any amendments to the conditions found in the existing Interlocal Agreements.

Mayor White requested the following to address the Council:

Gary Dickenson, 5211 Seawillow Road, stated that he is involved in continuing the Farmers Market. The organization is working on the 501C4 to continue the market and stated that considering their request to keep the market open until 3:00 p.m. could wait until after they obtain the 501C4.

Katy Kemp, 10823 FM 621, Staples, Texas, explained the difference between a 501C3 and 501C4. The Farmers Market cannot operate under a 501C3 and make a profit. Obtaining a 501C4 would allow the market to give back to the community.

There was discussion.

C. PRESENTATION BY INTERIM POLICE CHIEF LUNSFORD REGARDING THE 2022 RACIAL PROFILING REPORT.

Chief Lunsford stated that State law requires collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made because of those stops.

In addition, State law requires the following:

1. A comparative analysis of the information compiled;
2. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
3. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;
4. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered during those searches and whether the individual detained consented to the search;
5. Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling;
6. Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

7. Whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
8. Location of the stops; and
9. The reason for the stops.

There was discussion.

E. DISCUSS HOTEL OCCUPANCY TAX (HOT) ALLOCATIONS AS RECOMMENDED BY THE HOT ADVISORY BOARD FOR THE 2023 FUNDING YEAR.

Ms. Larison stated that on February 15, 2023, the HOT Advisory Board met to discuss allocations for the 2023 funding year. Organizations were allowed to make presentations to the Board. The following three organizations made formal presentations: Lockhart Chamber of Commerce, the Gaslight-Baker Theatre, and Caldwell County Jail Museum. The total amount requested was \$165,000. After much consideration and discussion, the Board recommended to the Council that the historical recipients receive their total requested amounts. There was discussion about providing additional funding to the Caldwell County Jail Museum in order for them to complete their renovations; an additional \$7,000 was approved by the HOT Board by unanimous vote. Ms. Larison recommended approval.

Ms. Larison stated that the following organizations would make their presentation about how their organization promotes tourism to Lockhart:

Kim Clifton of the Lockhart Chamber of Commerce provided information about how the Chamber promotes tourists to stay in hotels overnight in Lockhart.

Jonathan Gonzales of the Greater Caldwell County Hispanic Chamber of Commerce provided information about how the Chamber promotes tourists to stay in hotels overnight in Lockhart.

Jason Jones of the Gaslight-Baker Theater provided information about how the Theater promotes tourists to stay in hotels overnight in Lockhart.

Coyle Buhler of the Caldwell County Museum provided information about how the Museum promotes tourists to stay in hotels overnight in Lockhart.

There was discussion.

I. DISCUSS MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF LOCKHART AND HALFF ASSOCIATES FOR LOCKHART PARKS & RECREATION DEPARTMENT GENERAL SERVICES AND APPOINTING THE MAYOR TO SIGN THE AGREEMENT FOR PROFESSIONAL SERVICES, IF APPROVED.

Mr. Hughes stated that the City received six responses to the RFP and interviewed three finalists. Halff Associates was selected as the finalist for RFQ 2023-01. If approved, they will be awarded a one-year contract to serve as the Lockhart Parks & Recreation General Services Provider and will be tasked with the renovation of Lockhart's (10) city parks. This Agreement serves as a Master Service Agreement and then individual work authorizations for the specific work to be done that will include the associated fees.

The anticipated immediate projects include:

1. 5-year update to the Parks, Recreation and Open Space Master Plan 2018.
2. Assistance as needed with existing splash pad integration into Lafleur Park, skate park repairs, and

aquatics facility planning.
3. Lions Park renovations.

Mr. Hughes recommended approval.

James Jimenez of Halff Associates provided information about how their organization assists municipalities with park renovations and capital improvements projects. He thanked the Council for allowing their firm to work in Lockhart.

There was discussion.

B. DISCUSS ANNUAL REVIEW OF THE CITY OF LOCKHART EMERGENCY WARNING SYSTEM POLICIES WHICH INCLUDES THE OUTDOOR WARNING SIRENS (OWS) AND THE REGIONAL NOTIFICATION SYSTEM (RNS) IN PARTNERSHIP WITH THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG).

Chief Jenkins stated that severe weather is common in Central Texas from March through November. This includes the typical, peak severe thunderstorm and tornado months from March to June, and it includes the Atlantic hurricane season from June 1 to November 30. The purpose of this agenda item is to complete a routine annual review of the policy and make any needed amendments before the upcoming severe weather season. The current emergency warning system includes both outdoor and indoor warning methods. The Outdoor Warning Sirens (OWS) consist of five (5) electro-mechanical rotating sirens strategically located throughout the city. The sirens are tested on the 1st Monday of each month at 1 p.m. And are maintained through an annual maintenance contract. Due to population growth on the west side, a 6th siren location may be needed in the future (see attached map) at an estimated cost of \$35,000. The OWS system is also in need of an upgrade to the server and software located at dispatch. The estimated cost is \$16,000. Indoor warnings are managed through the CAPCOG Regional Notification System (warncentraltexas.org), which has been implemented for citizens to receive warnings and important information by phone (call or text), and computer (Email), to include automated weather warnings from the National Weather Service (NWS). The current warning system was adopted by Resolution No. 2019-14 on July 2, 2019. Key points of the emergency warning system include the outdoor warning sirens are tested the first Monday of each month; dispatch staff conducts monthly tests in the event of a manual activation; and activation criteria for the sirens was adopted. Outdoor Warning Sirens were activated twice by staff in 2022 for severe weather. The City of Lockhart currently has 11,767 contacts in warncentraltexas.org.

There was discussion.

D. DISCUSS RESOLUTION NO. 2023-02 TO SUSPEND THE EFFECTIVE DATE OF APRIL 10, 2023, FOR THE TEXAS GAS SERVICE CO. GAS RELIABILITY INFRASTRUCTURE (GRIP) ADJUSTMENT.

Mr. Akers stated that on February, 9, 2023, Texas Gas Service Co. (TGS) notified officials in 27 cities in which TGS operates of a GRIP rate increase for its customers that will total \$11,524,441 on a system-wide basis, which will increase the average residential bill by \$2.49 per month. The Gas Reliability Infrastructure Program (“GRIP”) was adopted by the Texas legislature in 2003 to allow gas utilities to increase their rates annually, without going through a contested rate case before the Railroad Commission, to pay for certain infrastructure purchases and investments. The law does not allow cities to suspend the rates in preparation for filing contest to a proposed rate increase, but it does allow a city to suspend a proposed GRIP increase in order to have adequate time to review the proposed increases, analyze information and take appropriate action related to the proposed increase. The purpose of Resolution No.

2023-02 to is to implement that suspension to the extent allowed by the GRIP law (Sec. 104.301 Utilities Code). There was discussion.

F. DISCUSS AUTHORIZING THE MAYOR TO ACKNOWLEDGE AND ACCEPT FUNDING ON BEHALF OF THE CITY FROM THE CDBG-MIT REGIONAL MITIGATION PROGRAM.

Ms. Larison stated that CAPCOG is creating a Method of Distribution (MOD) for \$52,253,000 in Community Development Block Grant (CDBG) Mitigation (MIT) funds for the Texas General Land Office. The funding will provide financial assistance for necessary expenses for activities related to Hurricane Harvey disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing in the most impacted and distressed areas in Bastrop, Caldwell, Fayette, and Lee Counties. CAPGOG advises that the City must indicate our intent in these funds by March 10, 2023. Lockhart is included as a potential recipient of funding in the amount of \$1,889,900. This amount is subject to change due to upcoming public participation process and final MOD approval by the GLO. Due to CDBG-MIT grant requirements, the state is required to reach a certain threshold tied to benefiting low and moderate-income (LMI) persons. Therefore, 50% or \$945,000 of Lockhart's funding must be used for projects that benefit LMI citizens. At this time, staff understands that most infrastructure projects will be eligible. However, the final list of eligible and ineligible projects will be published in May, 2023. The City of Lockhart currently has 9,010 LMI households (57.20%) and qualifies for funding.

Based on a 4-person occupancy (per annum):

Very Low Income base	\$17,850
Low Income	29,750
Low to Moderate	47,600

Ms. Larison recommended approval. There was discussion.

H. DISCUSS PROPOSED RETIREMENT OF POLICE CANINE AND AGREEMENT TO SELL THE RETIRED ANIMAL TO THE HANDLER.

Chief Lunsford stated that the current police canine is between 8-9 years old. Due to age, cost of continuing training / certifications, and current assignment of handler, it is recommended that the dog be retired. It is typical for police dogs to be retired in the 5-7 year old range due to age and diminishing performance. Once retired, the dog must be placed somewhere. Due to the nature of the original training, it is common to sell a retired dog to the handler for a miniscule amount of money and transfer all financial and legal liability to the handler / new owner. The agreement has been reviewed and approved by the City Attorney. Chief Lunsford recommended approval. There was discussion.

RECESS: Mayor White announced that the Council would recess for a break at 8:10 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER,

Mayor Lew White called the meeting to order at 8:25 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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

ITEM 3. PUBLIC COMMENT.

Mayor White requested citizens to address the Council.

Suzy Falgout, 710 S. Commerce, Caldwell County Animal Coalition (CCAC), stated that CCAC is sponsoring an “operation cat fix” in April 2023 to spay/neuter community and feral cats. She stated that CCAC is recruiting individuals to sponsor a trap to catch feral cats. She thanked Raquel and Tommy Barron for hosting a CCAC fundraising event on April 1, 2023.

ITEM 4. CONSENT AGENDA.

Mayor Pro-Tem Sanchez made a motion to approve consent agenda items 4A and 4B. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

The following are the consent agenda items that were approved:

- A. Approve City Council minutes of the February 11, 2023 meeting.
- B. Approve Resolution No. 2023-02 to suspend the effective date of April 10, 2023, for the Texas Gas Service Co. Gas Reliability Infrastructure (GRIP) Adjustment.

ITEM 5-A. DISCUSSION AND/OR ACTION TO CONSIDER HOTEL OCCUPANCY TAX (HOT) ALLOCATIONS AS RECOMMENDED BY THE HOT ADVISORY BOARD FOR THE 2023 FUNDING YEAR.

Councilmember Michelson made a motion to approve the HOT allocations, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 5-B. DISCUSSION AND/OR ACTION REGARDING AUTHORIZING THE MAYOR TO ACKNOWLEDGE AND ACCEPT FUNDING ON BEHALF OF THE CITY FROM THE CDBG-MIT REGIONAL MITIGATION PROGRAM.

Mayor Pro-Tem Sanchez made a motion to approve authorizing the Mayor to acknowledge and accept funding on behalf of the city from the CDBG-MIT Regional Program. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

ITEM 5-C. DISCUSSION AND/OR ACTION REGARDING THE STATE OF THE LOCKHART FARMERS' MARKET.

After discussion, the consensus of the Council was to keep the closing time of the Farmers Market as currently set and to wait to consider the 3:00 p.m. closing until a new interlocal agreement is approved by Council.

Councilmember Michelson made a motion to direct staff to prepare an interlocal agreement with Farmers and Artisans Market of Lockhart consistent with the previous guidelines for Council’s consideration. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 5-D. DISCUSSION AND/OR ACTION TO CONSIDER PROPOSED RETIREMENT OF POLICE CANINE AND AGREEMENT TO SELL THE RETIRED ANIMAL TO THE HANDLER.

Councilmember Michelson made a motion to approve the retirement of the Police Canine and the agreement to sell the retired animal to the handler. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 5-E. DISCUSSION AND/OR ACTION TO CONSIDER A MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF LOCKHART AND HALFF ASSOCIATES FOR LOCKHART PARKS & RECREATION DEPARTMENT GENERAL SERVICES AND APPOINTING THE MAYOR TO SIGN THE AGREEMENT FOR PROFESSIONAL SERVICES, IF APPROVED.

Mayor Pro-Tem Sanchez made a motion to approve a Master Service Agreement with Halff Associates, as presented. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

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

- Council / Planning and Zoning subcommittee on housing/development conducted first meeting.
- New splash pad project on Maple Street.
- Citywide Spring Clean Up Program on Saturday, March 25, 2023.
- Household Hazardous Waste Collection Event will be held Saturday, April 1, 2023 (rain or shine) for Lockhart residents.
- KidFish at City Park on March 18 at 9:00 a.m.
- Cemetery Spring Cleanup will take place March 28 -29, 2023.

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

Councilmember Westmoreland stated that Lockhart State Park has begun the installation of the new irrigation system.

Councilmember Mendoza reminded citizens that the Lockhart Youth Soccer League and Lockhart Little League will begin playing sports soon.

Mayor Pro-Tem Sanchez expressed condolences to the families of Ralph Perez, Sr., Juanita Ignacio, Joni Thompson and the Westmoreland family for their loss. She thanked sponsors of the Lockhart Junior Livestock show.

Councilmember McGregor thanked all involved with the successful Fur Ball fundraising event to benefit the Lockhart Animal Shelter.

Councilmember Michelson congratulated the students that participated in raising funds at the Lockhart Junior Livestock show. He expressed condolences to the Westmoreland family for the loss of a family member.

Mayor White also expressed condolences to families that have lost a loved one. He announced that the recent First Friday had a great turnout.

ITEM 8. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE SECTION 551.074 TO DELIBERATE REGARDING THE APPOINTMENT, EMPLOYMENT, AND DUTIES OF THE LOCKHART CHIEF OF POLICE.

Mayor White announced that the Council would enter Executive Session at 8:43 p.m.

ITEM 9. OPEN SESSION.

Mayor White announced that the Council would enter Open Session at 9:10 p.m.

No action taken.

ITEM 10. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded.
The motion passed by a vote of 7-0. The meeting was adjourned at 9:12 p.m

PASSED and APPROVED this the 5th day of March, 2024.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 5, 2024

AGENDA ITEM CAPTION: Approve Resolution 2024-08, suspending the April 9, 2024, effective date of the proposal by Texas Gas Service Company, a division of One Gas, Inc., Central-Gulf Service Area, to implement interim GRIP rate adjustments for gas utility investment in 2023.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: This is an annual interim rate adjustment and that the purpose of the resolution is to suspend the effective date of the rate increase by 45 days. Further, the Texas Supreme Court has determined that the City has no authority to take additional action or undertake a substantive examination of the request.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Resolution 2024-08.

LIST OF SUPPORTING DOCUMENTS: Texas Gas Service Letter February 9, 2024, Resolution 2024-08



Judy J. Hitchye
1301 S. Mopac, Suite 400
Austin, TX 78746
Office: 512-370-8229
Judy.Hitchye@onegas.com

February 9, 2024

Honorable Mayors and Members of the City Councils of the following Texas cities:

Austin, Bayou Vista, Beaumont, Bee Cave, Cedar Park, Cuero, Dripping Springs, Galveston, Gonzales, Groves, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas.

Re: Texas Gas Service Company, a Division of ONE Gas, Inc.'s Test Year 2023 Gas Reliability Infrastructure Program Interim Rate Adjustment for the Incorporated Areas of the Central-Gulf Service Area

Dear Mayors and Members of the City Councils:

Texas Gas Service Company ("TGS" or the "Company"), a Division of ONE Gas, Inc., hereby files the attached tariffs to implement an Interim Rate Adjustment applicable to gas utility service provided to customers within the incorporated areas of the Central-Gulf Service Area ("CGSA") which includes the cities of: Austin, Bayou Vista, Beaumont, Bee Cave, Cedar Park, Cuero, Dripping Springs, Galveston, Groves, Gonzales, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas (collectively, the "Cities"), which together with their environs and the environs of Bastrop, Buda and Hutto, Texas comprise the Company's CGSA. TGS proposes that the tariffs (Rate Schedules 10, 20, 30, 40, 48, C-1, CNG-1 and T-1) become effective in sixty (60) days and be applied to meters read on and after April 9, 2024. This filing is made pursuant to Section 104.301 (Interim Adjustment for Changes in Investment) of the Texas Utilities Code and is the Company's fourth interim rate adjustment filing with the Cities following its rate case filed in 2019.

Section 104.301 establishes the state's Gas Reliability Infrastructure Program and is commonly referred to as the "GRIP" statute. Its purposes are to encourage the timely investment in needed system improvements and to reduce the frequency of traditional rate cases by providing a streamlined process for utilities to recover the cost of those investments on an interim basis between rate cases. The GRIP statute complements the traditional ratemaking and regulatory process by allowing for an annual interim adjustment of rates to reflect changes in the value of capital invested each year. The Cities have an initial period of not more than sixty (60) days to review the proposed rate adjustment, and may act to suspend the implementation of the Interim Rate Adjustment for an additional forty-five (45) days, as provided by subsection (a) of the GRIP statute.

GRIP adjustments are not intended to eliminate the need for a full and complete rate review in a rate case. All GRIP rates are interim rate adjustments subject to refund and a complete review in the Company's next full rate case when the adjustment is subject to review in the same



manner as other changes to the utility's invested capital that have occurred since the last rate case.

In this filing, the Company has determined the net increase in capital invested in the CGSA from January 1, 2023 through December 31, 2023 to be \$94,774,123. The Interim Rate Adjustment necessary to recover this incremental investment is \$12,314,033 on a system-wide basis, of which, \$11,202,437 is attributable to customers in the incorporated areas of the CGSA, and would increase the average residential bill by \$2.64 per month - excluding taxes.

In accordance with the Texas Utilities Code, the proposed Interim Rate Adjustment is allocated among the various customer classes in the same manner as the cost of service was allocated in the Company's current rates for the CGSA as decided in the most recent rate case. The GRIP rates will be recovered through an increase in the monthly customer charge applicable to each customer class.

Exhibit 1, attached hereto shows the impact the Interim Rate Adjustment will have on the average bill for each class of customers served in the CGSA. The Interim Rate Adjustment is detailed on Rate Schedules 10, 20, 30, 40, 48, C-1, CNG-1 and T-1, filed herewith. The Company will provide notice of the proposed Interim Rate Adjustment to all affected customers, by bill insert or direct mail, not later than the 45th day after the date of this filing, as required by subsection (a) of the GRIP statute.

The Company is available to discuss or answer any questions you may have about this filing. TGS appreciates your consideration of the proposed IRA filing.

Respectfully Submitted,

Judy J. Hitchye
Managing Attorney
Texas Gas Service Company
Barton Skyway IV
1301 S. Mopac, Suite 400
Austin, Texas 78746
(512) 370-8229
Judy.Hitchye@onegas.com

Exhibit 1

Customer Class	Current Customer Charge	Proposed Customer Charge	Current Average Bill*	Proposed Average Bill*	Change in Average Bill*	% Change in Average Bill*
Gas Sales						
Residential (Rate Sch. 10) Average Usage of @ 3.1 Mcf*	\$22.85	\$25.49	\$53.11	\$55.75	\$2.64	4.97%
Commercial (Rate Sch. 20) Average Usage of 26.3 Mcf*	\$83.92	\$96.18	\$284.69	\$296.95	\$12.26	4.31%
Industrial (Rate Sch. 30) Average Usage of 256.9 Mcf*	\$790.20	\$1,007.27	\$2,752.01	\$2,969.08	\$217.07	7.89%
Public Authority (Rate Sch. 40) Average Usage of 44.2 Mcf*	\$138.49	\$160.89	\$475.32	\$497.73	\$22.40	4.71%
Public School Space Heating (Rate Sch. 48) Average Usage of 203.8 Mcf*	\$191.49	\$213.89	\$1,692.88	\$1,715.28	\$22.40	1.32%
Electrical Cogeneration (Rate Sch. C-1)	\$161.49	\$183.89	No Customers			
Compressed Natural Gas (Rate Sch. CNG-1) Average Usage of 1.7 Mcf*	\$583.80	\$814.69	\$595.76	\$826.65	\$230.89	38.76%
Standard Transportation (Rate Sch. T-1)						
Commercial Average Usage of 461.6 Mcf*	\$295.92	\$308.18	\$881.18	\$893.45	\$12.26	1.39%
Industrial Average Usage of 1,468.1 Mcf*	\$990.20	\$1,207.27	\$2,855.71	\$3,072.78	\$217.07	7.60%
Public Authority Average Usage of 3,592.6 Mcf*	\$161.49	\$183.89	\$359.76	\$382.17	\$22.40	6.23%
Public School Space Heating Average Usage of 122.5 Mcf*	\$291.49	\$313.89	\$414.14	\$436.54	\$22.40	5.41%
Electrical Cogeneration Average Usage of 33,978.5 Mcf*	\$161.49	\$183.89	\$15,889.16	\$15,911.56	\$22.40	0.14%
Compressed Natural Gas Average Usage of 2,816.8 Mcf*	\$608.80	\$839.69	\$2,491.55	\$2,722.44	\$230.89	9.27%

*Average bill usage per GUD No. 10928. Average bills exclude revenue-related taxes and includes cost of gas (except transportation). The 2023 cost of gas 12-month average is \$6.37 per Mcf.

RESOLUTION NO. 2024-08

A RESOLUTION BY THE CITY OF LOCKHART, TEXAS SUSPENDING THE APRIL 9, 2024 EFFECTIVE DATE OF THE PROPOSAL BY TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC. – CENTRAL-GULF SERVICE AREA, TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2023 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Lockhart, Texas (“City”) is a gas utility customer of Texas Gas Service Company, a Division of ONE Gas, Inc. – Central-Gulf Service Area, (“TGS” or “the Company”) and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, TGS made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) on February 9, 2024, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by TGS, effective April 9, 2024; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

1. The April 9, 2024 effective date of the GRIP Rate Increases proposed by TGS is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

2. A copy of this Resolution shall be sent to TGS, care of Judy J. Hitchye at judy.hitchye@onegas.com, and to Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701 or tbrocato@lglawfirm.com.

Signed this 5th day of March, 2024.

ATTEST:

MAYOR

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 5, 2024

AGENDA ITEM CAPTION: Discussion and/or action regarding an economic development performance agreement with Project Holiday.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: Project Holiday is a 90-guestroom Holiday Inn Express planned to be located at the corner of City Line Road and San Antonio Street on Lockhart's west side. (See Project Location Map). One of the recommendations in the 2023 LEDC Strategic Plan Update is to recruit a hotel developer to host business clients and visitors and help stretch any day trips for regional tourism into overnight stays boosting retail and food sales in Lockhart. Specifically, the recommendation was to secure a limited service hotel and include meeting space. The hotel will provide a ground floor meeting room with a minimum of 2,400 gross s.f. that will accommodate at least 60 seats.

This project will support the needs of new businesses coming to Lockhart as well as a new focus growing the City's tourism industry.

The attached Performance Agreement sets forth the property tax and hotel occupancy tax incentives, project investment, construction timelines, job creation requirements, and other performance measures.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: February 6, 2024: City Council closed session.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

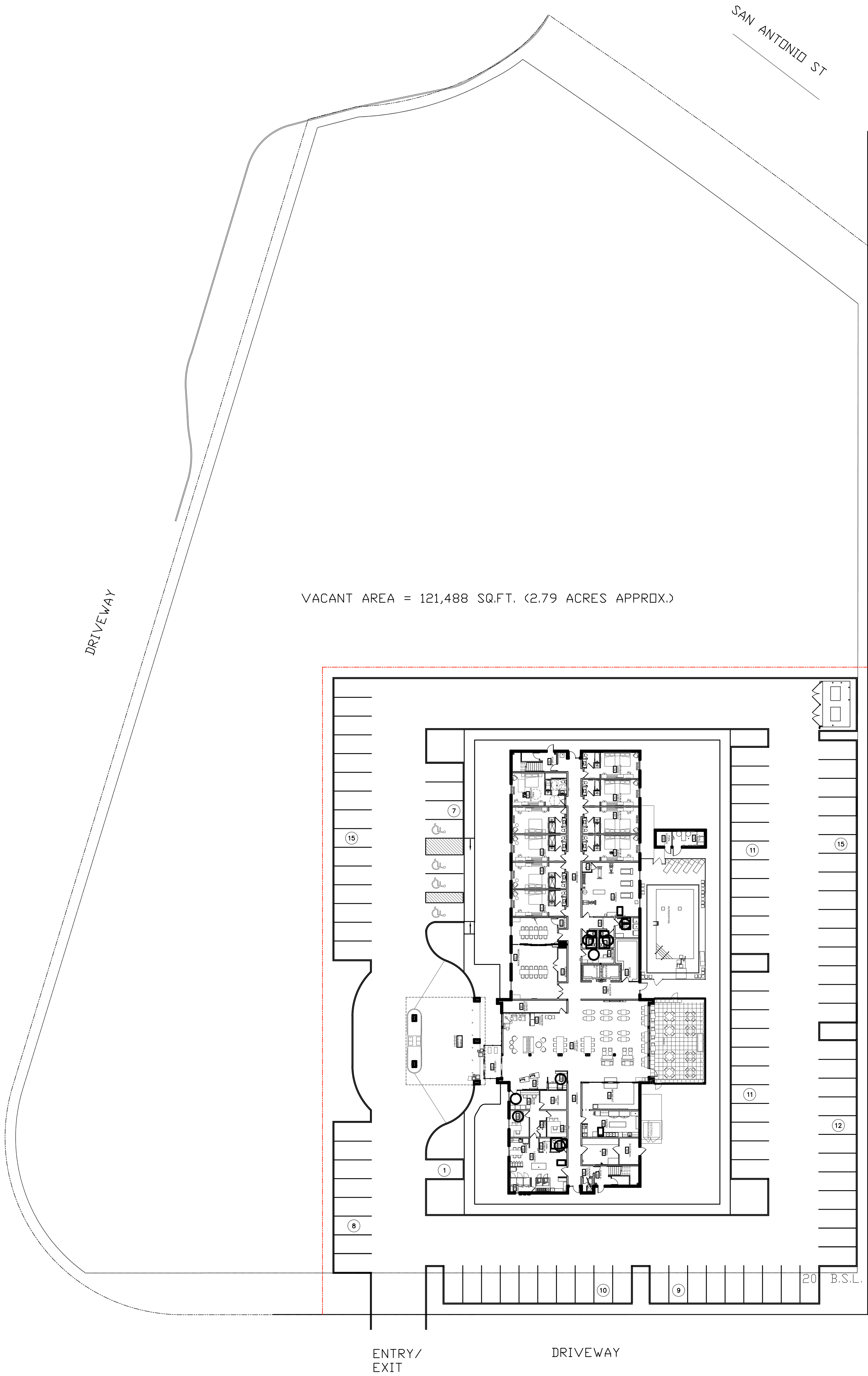
STAFF RECOMMENDATION/REQUESTED MOTION:

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Project Location Map, Economic Development
Performance Agreement



4-STORY HOLIDAY INN EXPRESS
LOCKHART, TX
01-24-2024
93 ROOMS + OUTDOOR POOL
PARKING REQUIRED FOR HOTEL = TO BE DETERMINED BY CIVIL ENGINEER
PARKING PROVIDED = 99 (incl. 4 H.C. SPACES)
3-BAY MEETING ROOM
TOTAL LOT AREA = 202, 916 SQ.FT. (4.66 ACRES APPROX.)
TOTAL USED LOT AREA APPROX. = 81428 SQ.FT. (1.87 ACRES APPROX.)
VACANT AREA = 121,488 SQ.FT. (2.79 ACRES APPROX.)
TO BE VERIFIED BY CIVIL ENGINEER

NOT FOR
REGULATORY
APPROVAL
PERMITTING OR
CONSTRUCTION



PROJECT INFO:
PROJECT NUMBER: 2411
DRAWN BY: SP

REVISION:	
1	DATE
2	DATE
3	DATE
4	DATE
5	DATE

PAREKH ARCHITECT PLLC

18218 E MORGANS BEND DRIVE, CYPRESS, TX 77433
PH: (832) 878 1262 E-Mail: sp@parekharch.com

HOLIDAY INN EXPRESS & SUITES
LOCKHART, TX

PREPARED FOR: MR. LAKSHMAN KAPARTHY RAO

SHEET TITLE:
SITE PLAN

SCALE: 1" = 20'-0"
DATE: 01-24-2024

SHEET NUMBER:
A0.01

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This **ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT** (“Agreement”) by and between the **CITY OF LOCKHART, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the “City”); and **COMPANY**, a Texas limited liability company (hereinafter referred to as “Developer”), (the City and Developer are collectively “**Parties**” and each individually, a “**Party**”) is made and executed on the following recitals, terms and conditions.

WHEREAS, Developer has applied to the City for financial assistance necessary to construct and operate a project on approximately 2.0 acres of land located generally at the corner of City Line Road and San Antonio Street in Lockhart, Texas, such location as more particularly described in **Exhibit A** of this Agreement, which is attached hereto and incorporated herein for all purposes (hereinafter referred to as the “Property”); and

WHEREAS, the Developer intends to use the Property for a hotel and meeting space; and

WHEREAS, the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Lockhart, Texas; and

WHEREAS, the City has determined that grants of funds to the Developer for the Hotel (as hereinafter defined) will serve the public purpose of promoting local economic development, assisting in the development and diversification of the economy of the State and City, helping reduce unemployment and underemployment in the state and City, and will enhance business and commercial activity within the City; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, is in the best interests of the City and the Developer, and meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State, by helping reduce unemployment or underemployment in the State, and by the development or expansion of commerce within the State; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

SECTION 2. TERM.

The term of this Agreement shall commence on the Effective Date and shall continue through the later of i) **ten (10) years** after the Hotel Completion Date, or ii) the date upon which the City fulfills its final payment obligations pursuant to Section 5 and Section 6 of this Agreement. This Agreement shall remain in full force and effect during the term unless sooner terminated as provided for herein.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

Act. The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.

Agreement. The word “Agreement” means this Performance Agreement, authorized by Chapters 380, 501, and 504 of the Texas Local Government Code, together with all exhibits and schedules attached to this Agreement from time to time, if any, and any amendments to this Agreement and/or exhibits and schedules.

Annual Compliance Verification. The term “Annual Compliance Verification” shall have the meaning set forth in Section 4(e).

Approved Franchisor. The words “Approved Franchisor” means a Franchisor with Holiday Inn Express under which the Hotel shall operate and market itself pursuant to a Franchise Agreement.

City. The word “City” means the City of Lockhart, Caldwell County, Texas, a Texas home-rule municipality. For the purposes of this Agreement, City’s address is 308 W. San Antonio St., P.O. Box 239, Lockhart, Texas 78644.

City HOT. The term “City HOT” shall have the meaning provided in Section 5(b)i.

City Regulation. The word “City Regulation” means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Facility.

City Property Tax. The term “City Property Tax” shall have the meaning provided in

Section 5(a)i.

City Sales Tax. The term “City Sales Tax” shall have the meaning provided in Section 5(c)i.

Comptroller. The word “Comptroller” shall mean the Comptroller of the State of Texas.

Concept Plan. The term “Concept Plan” means the concept plan attached hereto as **Exhibit C** and incorporated herein for all purposes.

Construction Materials. The term “Construction Materials” shall have the meaning provided in Section 5(c)i.1.

Construction Sales Tax Incentive. The term “Construction Sales Tax Incentive shall have the meaning provided in Section 5(c)i.1.

Developer. The word “Developer” means **Lockhart Hospitality LLC**, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is **4324 Privacy Hedge Street, Leander, Texas 78641**.

Developer Assignee. The term “Developer Assignee” shall have the meaning provided in Section 11(c)i.

Effective Date. The words “Effective Date” mean the last date reflected by the signatures of the Developer and the City to this Agreement below.

Event of Default. The words “Event of Default” mean and include any of the Events of Default set forth in Section 8.

Facility. The word “Facility” means the Hotel project on the Property on the **corner of City Line Road and San Antonio Street in Lockhart, Texas**, as described in this Agreement and generally depicted in the Concept Plan.

Franchise Agreement. The words “Franchise Agreement” shall mean a franchise agreement for the Hotel executed prior to the issuance of a building permit for the Residences and the Hotel for the Mandatory Franchise Period between Developer and the Approved Franchisor or a subsequent franchise agreement with a Replacement Franchisor.

Franchisor. The words “Franchisor” means a company which engages in the lodging business and which grants to a developer or owner of a hotel the right and license to own and operate the hotel in the name of the hotel brand registered by the franchisor pursuant to a Franchise Agreement between the owner and the Franchisor.

Full-Time Equivalent Employment Position. The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job

requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.

Hotel. The word “Hotel” shall mean a Limited-Service hotel operated on the Hotel Property as a three-star hotel, or better, in the United States (pursuant to the hotel rating criteria and standards reasonably acceptable to the City) with at least 75 guest rooms, an exercise facility or spa services; a swimming pool; a business center; meeting rooms; wireless Internet access in guest rooms, lobby and public spaces; a ground floor meeting room with a minimum of 1,200 gross square feet that will accommodate at least 60 seats for conferences; and parking, operating under a Franchise Agreement with an Approved Franchisor comprising part of the Facility. In no event shall this definition include a hotel in which the majority of guest rooms are designed for extended stays by occupants of one week or more and include amenities for such extended stays, such as complete kitchens and separate living and sleeping areas.

Hotel Completion Date. The term “Hotel Completion Date” shall have the meaning provided in Section 4(c).

Hotel Property. The word “Hotel Property” means the parcel of the Property for which certain economic development program incentives will be provided for the Hotel.

Hotel Property Tax Incentive. The term “Hotel Property Tax Incentive” shall have the meaning provided in Section 5(a)i.

HOT Incentive. The term “HOT Incentive” shall have the meaning provided in Section 5(b)i.

HOT Information. The term “HOT Information” shall have the meaning provided in Section 5(b)ii.

Mandatory Franchise Period. The words “Mandatory Franchise Period” means the period commencing on the date the City issues a certificate of occupancy for the Hotel and continuing for the Term of this Agreement.

Operations Sales Tax Incentive. The term “Operations Sales Tax Incentive” shall have the meaning provided in Section 5(c)i.2.

Prohibited Uses. The term “Prohibited Uses” shall have the meaning provided in Section 4.

Property. The word “Property” is defined in the Recitals.

Qualified Expenditures. The term “Qualified Expenditures” mean those costs associated with the construction of the Hotel, and which meet the definition of “project” as that term is defined in Section 501.103 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act, as evidenced by relevant invoices, receipts, contracts, proof of payment, or

other documentation of costs requested by the City. The term “Qualified Expenditures” shall exclude the cost of the Property and shall include infrastructure necessary to promote or develop new or expanded business enterprises, limited to: streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; and telecommunications and Internet improvements. If invoices, receipts, or other documentation for Qualified Expenditures are incomplete or insufficient for City to verify any Qualified Expenditures, City shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Qualified Expenditures.

Replacement Franchisor. The words “Replacement Franchisor” means a Franchisor of primarily three-star hotels or better in the United States (pursuant to the hotel rating criteria and standards reasonably acceptable to the City), as approved in writing by the City, of substantially similar quality as Approved Franchisor with which a Franchise Agreement for the Hotel is entered following any termination of the Franchise Agreement with the Approved Franchisor.

Tax Information. The term “Tax Information” shall have the meaning provided in Section 5(c)i.2.A.

Term. The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

Verification Receipts. The term “Verification Receipts” shall have the meaning provided in Section 5(c)i.1.A.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with City that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) Capital Costs. Developer covenants and agrees to, no later than 120 days after the Hotel Completion to submit to the City invoices, receipts, contracts, proof of payment, or other documentation in a form acceptable to the City evidencing Developer’s costs for the projects, including the cost of the Property, described herein, as follows: (i) for the total construction costs of the Hotel and (ii) the purchase of the furniture, fixtures, and equipment in a minimum amount of **Ten Million and No/100 Dollars (\$10,000,000.00)**.

(b) Development of the Facility. (i) The Facility shall be constructed and operated in accordance with any site plan, building elevations, or landscape plans, and the Concept Plan, approved or to be approved by the City. The City will have the right to approve the preliminary and final plans, elevations and specifications for the Hotel prior to the Developer’s applying for a building permit or causing any work to be undertaken on the Hotel, which approvals shall not unreasonably be withheld. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to such plans. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be

reviewed under such codes. The development and use of the Property shall comply with all applicable City Regulations, including but not limited to the Lockhart Comprehensive Zoning and Subdivision Ordinances and Regulations, as amended. The Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, and alleys. Developer shall provide or cause to be provided to City, access to the Facility in order for the City to inspect the same to ensure compliance with this Agreement. The Developer may require that any individuals inspecting the Facility on behalf of the City be escorted at all times by an employee or authorized representative of the Developer. However, the Developer, its officers, agents, servants, employees, contractors and subcontractors, shall cooperate fully with the City during any such inspection. The Parties agree that inspections described herein are in addition to the City's right to inspect the Facility and Property for other reasons, including but not limited to building permit inspections, code enforcement, law enforcement, fire marshal and other inspections or entries done through the City's ordinances, codes, rules, policies, police powers, and/or federal and state regulations.

- (c) **Timeline.** Developer covenants and agrees to, after complying with all City Regulations and entering a Franchise Agreement for the Hotel, obtain or cause to be obtained building permits from the City for the Hotel by **December 31, 2024**. The Developer agrees not to apply for a building permit for the Hotel until after it has entered into a Franchise Agreement. Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained a certificate of occupancy from the City, and open for business the Hotel (including all guest rooms, amenities, and public areas, and the Meeting Room) no later than **September 30, 2026** (the actual date being the "Hotel Completion Date"). The City shall have the right to extend the Timeline dates or terminate this Agreement if any of the deadlines described in this section are not met.
- (d) **Operate Facility.** Developer agrees to maintain and operate the Facility, including the Hotel, located on the Property during the Term of this Agreement. A copy of the fully executed Franchise Agreement with an Approved Franchisor, which may include redactions as determined by the Parties to such Franchise Agreement, shall be provided to the office of the City Manager within sixty (60) days of execution thereof and prior to an application for a building permit for the Hotel being submitted to the City. The Franchise Agreement shall require that the Approved Franchisor send a copy of all notices of default of, or amendments to, the Franchise Agreement to the City. If the Developer's Franchise Agreement terminates for any reason, then Developer shall have sixty (60) days to obtain a new Franchise Agreement with a Replacement Franchisor of a compliant quality and approved by the City, such approval not unreasonably withheld. If a new Franchise Agreement with a Replacement Franchisor has not been obtained by such deadline, the City may terminate this Agreement. If a Franchise Agreement with a Replacement Franchisor is terminated, the City may immediately terminate this Agreement and no further payments shall be made to Developer hereunder after the date of termination of the Franchise Agreement with the Replacement Franchisor.

- (e) **Job Creation and Retention.** Developer covenants and agrees to directly or indirectly employ and maintain a minimum of **fourteen (14)** Full-Time Equivalent Employment Positions working at the Hotel, starting by the Hotel Completion Date. Developer covenants and agrees beginning on such dates and annually thereafter during the Term of this Agreement, Developer shall deliver to City annual compliance verifications signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Annual Compliance Verification”). All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.
- (f) **Prohibited Uses:** Developer covenants and agrees during the Term of this Agreement that unless otherwise approved by the City, and only in the event that the zoning on the Property allows such uses, that the following uses shall not be allowed in any portion of the Facility: alternative financial services, sexually oriented business, body art facilities, smoke shops, drug or vice paraphernalia, gaming or slot machines (excluding arcades) lewd merchandise sales, pawn shops and outdoor storage/display (the “Prohibited Uses”).
- (g) **Performance Conditions.** Developer agrees to make, execute, and deliver to the City such other promissory notes, instruments, documents, and other agreements as the City or its attorneys may reasonably request to evidence this Agreement.
- (h) **Groundbreaking and Opening Ceremonies.** Developer agrees to provide for participation of the governing bodies of the City in the ceremonial groundbreaking and opening (e.g., ribbon-cutting) of the Facility, and to allow City to market such ceremonies.
- (i) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and City.
- (j) **Lockhart Chamber of Commerce.** Developer shall be a member of the Lockhart Chamber of Commerce during the term of this Agreement. The City shall have the right to market the Facility as part of its updates to the community regarding economic development of the City.
- (k) **Evidence of Financing.** Developer shall produce to the City a letter from lending institution(s) acceptable to the City confirming that Developer has obtained the financing needed to build the Facility by June 30, 2025. The City’s approval of lending institution(s) shall not be unreasonably withheld.

SECTION 5. OBLIGATIONS OF THE CITY.

The City covenants and agrees with the Developer that, while this Agreement is in effect the City shall comply with the following terms and conditions:

(a) **City Real Property and Business Personal Property Tax Reimbursement.**

- i. City assesses and collects ad valorem tax on real property and business personal property within the City pursuant to Texas Tax Code 302.001(c) ("City Property Tax"). Subject to the terms, covenants, and conditions of this Agreement, City agrees to reimburse Developer in an amount equal to the amounts in the schedule below of the City Property Tax, excluding penalties and interest, paid by Developer for the Hotel Property for annual assessment periods for five (5) years, starting the year following the year of the timely satisfaction of the Hotel Completion Date, provided this Agreement remains in effect for the entire portion of all such years ("Hotel Property Tax Incentive").

Year 1:	85%
Year 2:	75%
Year 3:	66%
Year 4:	57%
Year 5:	50%

- ii. Developer shall pay all ad valorem taxes and business personal property taxes related to the Hotel and Hotel Property, including but not limited to the City Property Tax, on an annual basis in accordance with applicable State laws, except for the portion of any taxes that the Developer is lawfully protesting in accordance with the Texas Tax Code. If the annual ad valorem or business personal property tax assessment for any assessment period is not timely paid, Developer shall not be entitled to receive the Hotel Property Tax Incentive from the City for such assessment period, unless and until such City Property Taxes have been paid.
- iii. Provided the Hotel receives a certificate of occupancy by **September 30, 2026** the Hotel Property Tax Incentive shall be paid annually by City to Developer by **April 1st** of each year, and will be based on the preceding assessment year. When a lawful protest of the ad valorem taxes related to the Hotel Property is filed by Developer, City shall not be required to remit the annual Hotel Property Tax Incentive to Developer until after the protest is final and Developer remits the full amount owed, and within sixty (60) days thereof.
- iv. Notwithstanding any of the foregoing, in no event shall the Hotel Property Tax Incentive exceed **\$200,000.00**.

(b) **City Hotel Occupancy Tax Grant.**

- i. City assesses and collects a seven percent (7%) hotel occupancy tax on hotel room uses within the City pursuant to Chapter 351 of the Texas Tax Code and Chapter 54, Article IV of the City's Code of Ordinances ("City HOT"). Subject to the terms, covenants, and conditions of this Agreement, City agrees to reimburse Developer

in the following percentage portions of the City HOT revenue collected by Developer and paid to the City on use of Hotel rooms for the periods described as follows: (i) sixty percent (60%) of the City HOT for a period of ten (10) years beginning on the Hotel Completion Date, provided this Agreement remains in effect for the entire portion of all such years ("HOT Incentive").

- ii. Within thirty (30) days of the end of each calendar quarter, Developer will provide City with the hotel occupancy tax returns Developer timely filed during such quarter with the Comptroller reflecting City HOT collected by Developer during such quarter and evidence of filing and payment of the amount owed to the State of Texas ("HOT Information"). If Developer is required to file its hotel occupancy tax return on an annual basis, then Developer shall provide the annual return, plus evidence of filing and payment of the amount owed, within thirty (30) days of filing such annual return. Following review and verification of City HOT paid as reflected in Developer's HOT Information and receipt of the City HOT by the City from the Comptroller, City will pay to Developer the HOT Incentive within ninety (90) days of the later of the date City receives the HOT Information and receives the City HOT from the Comptroller, if the Hotel received a certificate of occupancy by **September 30, 2026**, or notify Developer that it is unable to verify the taxes paid and/or has not received the City HOT from the Comptroller.
- iii. To the extent an audit or review by the Comptroller results in an adjustment to the City HOT paid by Developer relating to the Hotel, Developer and City agree to adjust the HOT Incentive accordingly to accurately reflect the City HOT paid and/or remitted by Developer and received by the City. Proof of the Comptroller's adjustment will be considered HOT Information.
- iv. Notwithstanding any of the foregoing, in no event shall the HOT Incentive exceed One million and six hundred thousand dollars (**\$1,600,000.00**).
- v. Notwithstanding the foregoing, the HOT Incentive may be reasonably delayed by City to confirm that all City HOT relating to the Hotel that forms the basis for the total amount of the HOT Incentive has been distributed to the City by the Comptroller.

- 1. **Operations.** Provided the Hotel receives a certificate of occupancy by **September 30, 2026**, Sixty percent (60%) of the City Sales Tax generated by taxable purchases made by hotel users, customers, and visitors during the operation of the Hotel that is collected by Developer (or the manager of the Hotel on behalf of Developer) and remitted to the State of Texas for ten (10) years following the Hotel Completion Date ("Operations Sales Tax Incentive").

- A. Within thirty (30) days of the end of each calendar quarter, Developer will provide City with the sales tax returns Developer filed with the Comptroller during such quarter reflecting City Sales

Taxes collected by Developer during such quarter and evidence of filing and payment of the amount owed to the State of Texas (“Tax Information”). If Developer is required to file its sales tax return on an annual basis, then Developer shall provide the annual return, plus evidence of filing and payment of the amount owed, within thirty (30) days of filing such annual return.

- B. Following review and verification of taxes paid as reflected in Developer’s Tax Information and receipt of the City Sales Tax from the Comptroller, City will pay to Developer the Sales Tax Incentive within ninety (90) days of the later of the date the City receives the Tax Information and receives of the City Sales Tax from the Comptroller, or notify Developer that it is unable to verify the taxes paid.
- vi. Notwithstanding the foregoing, the Construction Sales Tax Incentive or Operations Sales Tax Incentive may be reasonably delayed by City to confirm that all City Sales Taxes relating to the Hotel that form the basis for the total amount of the Construction Sales Tax Incentive or Operations Sales Tax Incentive for any given period, have been distributed to the City by the Comptroller.
- vii. To the extent an audit or review by the Comptroller results in an adjustment to the City Sales Taxes paid or remitted by Developer, Developer and City agree to adjust the Construction Sales Tax Incentive or Operations Sales Tax Incentive accordingly to accurately reflect the City Sales Tax paid and/or remitted by Developer with respect to the Hotel. Proof of the Comptroller’s adjustment will be considered a Verification Receipt or Tax Information.
- viii. City and Developer designate this Agreement as a “revenue sharing agreement”, thereby entitling City to request sales and use tax information from the Comptroller, pursuant to Section 321.3022 of the Texas Tax Code, as amended. City shall request in writing that the Comptroller issue sales tax reports pursuant to Section 321.3022 for total sales of taxable items consummated at the Hotel and the payment of City Sales Tax for each sales tax reporting period during the Term hereof. To the extent that the release of any such reports or information regarding the City Sales Tax collected by Developer for the sale of taxable items consummated at the Hotel shall require the consent of Developer, Developer shall provide such consent to City within fifteen (15) days of being requested by City. Developer shall provide the sales tax identification numbers for Developer or hotel operator so that payments can be verified by the City.

- (c) **Performance.** City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement.

SECTION 7. CESSATION OF ADVANCES.

The City shall have no obligation to advance or disburse the financial assistance described

herein if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; (ii) an Event of Default occurs, and it has not been cured within the cure period as detailed in Section 9 of this Agreement; (iii) the Hotel has not received a certificate of occupancy by **December 31, 2025**; or (iv) the Hotel is not operating and open to the public.

SECTION 8. EVENTS OF DEFAULT.

Developer shall produce, at the City's request, all records related to Developer's obligations in the Agreement and all records that may evidence events of default and breach. The Developer may not unreasonably withhold this information. Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or City to comply with or to perform any term, obligation, covenant, or condition contained in this Agreement.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the City by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes and Impositions.** If ad valorem taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, or other charges owed to the City or the State of Texas for the Property, to become delinquent, excluding proper and lawful protests and/or contests of such imposition, and to cure such failure within ten (10) days after written notice thereof from the City, and/or Caldwell County Central Appraisal District is an Event of Default.
- (e) **Failure to Timely Obtain Building Permits or Certificates of Occupancy.** Failure of Developer to obtain building permits for the Facility and/or to obtain certificates of occupancy for the Facility by the deadlines specified in Section 4(c) above.
- (d) **Building Permit Revoked.** If any applicable building permits required for the Facility and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City, and such default is not cured by Developer within thirty (30) days after written notice thereof.
- (g) **Lawsuits.** Developer's filing of any lawsuit against the City is an Event of Default.

SECTION 9. EFFECT OF AN EVENT OF DEFAULT.

In an Event of Default under Section 8 of this Agreement, the non-defaulting Party shall

give written notice to the other Party of any default, and the defaulting Party shall have thirty (30) days to cure said default. Should said Event of Default remain uncured as of the last day of the applicable cure period, and the non-defaulting Party is not otherwise in default, the non-defaulting Party shall have the right to immediately terminate this Agreement or enforce specific performance as appropriate. In the event Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the City to Developer pursuant to Sections 5 and 6 of this Agreement shall become immediately due and payable by Developer to the City, less any funds provided to Developer pursuant to Section 6(a)(ii) of this Agreement.

SECTION 10. INDEMNIFICATION; LIMITATION ON LIABILITY.

- (a) **TO THE EXTENT ALLOWED BY LAW, DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.**
- (b) Except for the City's obligations to provide the financial assistance as set forth in this Agreement, the City, and its past, present, and future officers, employees, contractors, and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Facility and/or the Property, and Developer hereby waives any and all claims against the City for any injury to persons or damage to property in connection therewith. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees, or agents of the City, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the Parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions.

SECTION 11. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in

accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Caldwell County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Caldwell County, Texas. The reference to any percentages, law, statute or code herein shall mean as if existed on the Effective Date or as subsequently amended.

(c) **Assignment.**

- i. Assignment by either Party requires the prior written consent of the other Party; notwithstanding, the Developer has the right, upon written notice to the City and upon receiving consent from the City, which shall not be unreasonably withheld, (to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (a "Developer Assignee") that (i) is or will become an owner of any portion of the Property, or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.
- ii. Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.
- iii. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.
- iv. The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories

(e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the “Notice”) is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Developer: Lockhart Hospitality LLC
4324 Privacy Hedge Street
Leander, Texas 78641
Attn: Laxman Kaparthy and Venkat Jami
Telephone: (508)-904-5297

- Page 14 of 21

Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies Developer of the violation.

- (k) **Form 1295 Certificate.** Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.
- (l) **Non-Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- (m) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
- (n) **Report Agreement to Comptroller's Office.** City covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021).
- (o) **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) full-time employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

- (p) **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) full-time employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.
- (o) **Offsets.** If, and only if, Developer is in default under this Agreement beyond any applicable notice and cure periods, the City may, at their option, but upon prior written notice to Developer, offset any incentives due and payable to Developer under this Agreement against any debt (including Impositions) lawfully due to the City from the Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement, a related agreement, or otherwise, and regardless of whether or not the debt due the City has been reduced to judgment by a court. If the City exercises this right of offset, the City (as applicable) shall provide Developer with a detailed accounting of funds setting forth: (i) the incentive due at such time under this Agreement, (ii) what portion of the incentive due under this Agreement were used to pay other debts due and payable to the City, and (iii) what other debts were paid and in what amounts. The offsets described in this paragraph are in addition to the City's other remedies.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.

CITY:

CITY OF LOCKHART, TEXAS,

A Texas home-rule municipality,

Lew White, Mayor

Date Signed: _____

ATTEST:

Lockhart City Secretary

DEVELOPER:

Lockhart Hospitality LLC

a Texas limited liability company

By: _____

Laxman Kaparthy, its Manager

By: _____

Venkat Jami, Managing Member

Date Signed: _____

Exhibit A
Legal Description

Exhibit B
Depiction of Property

Exhibit C
Concept Plan

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 5, 2024

AGENDA ITEM CAPTION: Discussion and/or action regarding the proposed Texas Monthly 2024 BBQ World's Fair Event Sponsorship Agreement for the November 2-3, 2024 Texas Monthly BBQ World's Fair Event.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: Since 2009, Texas Monthly BBQ Fest has brought together BBQ enthusiasts. In 2022, Texas Monthly held its first BBQ World's Fair in the BBQ Capital of Texas and is seeking to return to Lockhart for a third consecutive year.

This event is slated for November 2-3, 2024 to be held on the Historic Courthouse Square and City Park. Texas Monthly will provide the planning, production, staffing, event lineup, marketing, ticketing services and sponsorships. Other notable details in the agreement include:

- City contribution \$25,000 of in-kind support (permit assistance, street closures, police, and fire responders staff, secure shuttle parking area and event locations)
- \$20,000 monetary sponsorship for digital promotion and \$8,700 payment for (1) full page brand ad in Texas Monthly Magazine
- City logo to be placed on promotional signage
- Minimum general liability insurance requirements

Texas Monthly has representatives to answer any questions regarding the 2024 Event Sponsorship Agreement.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$28,700.00

Account Number: 100-5101-795-00

Funds Available: \$28,700.00

Account Name: Downtown Promotions

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: May 3, 2022- Council entered sponsorship agreement
April 4, 2023- Council entered sponsorship agreement

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully requests direction from the City Council.

LIST OF SUPPORTING DOCUMENTS: 2024 City of Lockhart BBQ Fest, 2024 City of Lockhart Exhibit A

TEXAS MONTHLY 2024 BBQ FEST EVENT SPONSORSHIP AGREEMENT

This Event Sponsorship Agreement (“Agreement”) is entered into by and between Texas Monthly LLC, a Texas limited liability company (“Texas Monthly”) and the City of Lockhart, Texas, a municipality of the State of Texas (“Client”), and governs the terms of Texas Monthly’s presentation of its 2024 BBQ Fest event at the Lockhart venues described in this Agreement (the “Event”) and Client’s sponsorship thereof, in each case on the terms provided in this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Events.

- **Event Description.** This 2-day event comprises (i) a “BBQ World’s Fair” - an open-to-the-public street festival, showcasing barbecue, metalworks, marketplace vendors, and live music and (ii) the “Top 50 Picnic” – the classic, ticketed BBQ celebration that features pitmasters from Texas Monthly’s latest quadrennial list of the Top Fifty barbecue joints in Texas.
- **Sponsorship Fee.** In consideration of Texas Monthly’s presentation of the Event, Client shall pay Texas Monthly a sponsorship fee of \$53,700, comprising the following (i) \$25,000 of in-kind support as described below, (ii) a \$20,000 cash payment in respect of one (1) interactive visual storytelling feature with photos and copy provided by Client, that will be heavily promoted via: 150,000 Brand ROS, 300,000 Promotional ROS, one (1) Homepage Takeover, one (1) ROS Takeover, one (1) sponsored Instagram post, one (1) sponsored Facebook ad and two (2) Traveling Texan Trip Planners and (iii) a \$8,700 cash payment in respect of one (1) full page brand ad in *Texas Monthly* magazine all per the terms of Exhibit A attached hereto and made a part hereof. 50% of these amounts are payable within ten (10) business days of the execution of this Agreement, with the remaining 50% payable no later than ten (10) business days prior to the Event.
- **Event Details –**
 - Day 1 – *BBQ World’s Fair*. This part of the Event will be held in downtown Lockhart, Texas on Saturday, November 2, 2024 from 12 p.m. - 7 p.m. This is a partially-ticketed, public event, with an estimated 7,000-10,000 attendees.
 - Day 2 - *Top 50 Picnic*. This part of the Event will be held at City Park in Lockhart, Texas on Sunday, November 3, 2024 from 12 p.m. – 4 p.m. This is a ticketed, public event, with an estimated 4,000 attendees.
 - Client will provide the above venues, and emergency services (police, fire, EMS) for each, at no cost to Texas Monthly, as part of its in-kind consideration payable under this Agreement.
 - Event times are subject to mutual agreement of the parties in advance.
- **Artist/Presenter lineup and Event content.** Texas Monthly shall be responsible for curating and engaging the line-up of artists/presenters for the Event and shall have sole decision-making authority for the content and curation of the Event.
- **In-Kind Support.** The in-kind support to be provided by Client includes the following:
 - All city permitting (street, fire, police, sound, building, parking, etc.) and assistance with all other permitting requirements for the Event. Street closures for downtown Lockhart will be mutually agreed upon by Texas Monthly and Client. Texas Monthly requests access to City Park for Event setup starting at 8am on

Wednesday, October 30, 2024 with exclusive use of the City Park started at 5pm on Friday, November 1, 2024 through 5pm on Sunday, November 3, 2024. All Event material equipment to be removed from City Park grounds by 5pm on Tuesday, November 5, 2024.

- Staffing: police officers/cars for closure and security; stand by EMTs; fire watch, if needed. Texas Monthly to work with Client's safety teams to ensure the necessary personnel is onsite.
 - Venues: securing access to utilities.
 - Transportation: provision of sufficient parking locations with reasonable Event access; school buses for attendee transport; creation of ride share locations; facilitation of any TX DOT meetings that may be required. Texas Monthly is envisioning using the High School as the main parking lot and utilizing LISD school buses for transportation to be provided by Client.
 - Trash will be managed by Texas Monthly-hired cleaning staff, who will also supply receptacles.
 - Texas Monthly will supply portable restrooms at both venues.
- **Texas Monthly Services.** Texas Monthly will provide Client with sponsor logo placement on promotional signage and at the Event, including on digital promotions for the Event. Visual storytelling feature includes 100% share of voice of one interactive feature using photos and copy provided by Client, that will be heavily promoted via: 150,000 Brand ROS, 300,000 Promotional ROS, one (1) Homepage Takeover, one (1) ROS Takeover, one (1) sponsored Instagram post, one (1) sponsored Facebook ad and two (2) Traveling Texan Trip Planners. One full page brand advertisement in *Texas Monthly* is also included in this sponsorship package.

2. **Term.** The term of this Agreement will commence on the date of the last signature below (the "Effective Date") and, unless earlier terminated as provided herein, will continue in full force and effect until December 31, 2024.

3. **Cancellation.** Either party may terminate this Agreement for any or no reason with not less than one hundred twenty (120) days prior written notice before the Event date, with no further obligations, except that the terminating party shall be obligated to pay or promptly reimburse the other party for any unavoidable costs incurred by the non-terminating party as a consequence of such termination (e.g., guaranteed artist fees). Texas Monthly also retains the right to cancel any portion of or all of the Event at any time for cause, including, without limitation, safety concerns, Client's non-compliance with this Agreement, or for other reasons as set forth herein, after advance notice and opportunity to cure as follows: (a) more than two weeks prior to the Event, the notice and cure period shall be 72 hours; and (b) for the two weeks prior, the notice and cure period shall be 24 hours. Upon termination of this Agreement, all rights granted to Client under this Agreement, including any trademark rights, shall immediately cease. Client acknowledges that failure to comply with its trademark obligations under this Agreement will result in immediate and irreparable harm to Texas Monthly, entitling it to injunctive and any and all other appropriate relief.

4. **Event Revenues.** Texas Monthly shall be entitled to 100% of the proceeds of any third-party sponsorships it procures for the Event.

5. **Event Marketing.** Texas Monthly, at a minimum, will provide (i) six (6) full page print ads promoting the event and one full page print recap ad in *Texas Monthly* magazine, as well as TexasMonthly.com, promoting the Event and including logos of all Event sponsors; (ii) social media and email marketing consisting of four (4) Facebook posts, four (4) Instagram posts, four (4) twitter posts, and four (4) email blasts promoting the event; (iv) a dedicated Facebook event page; (v) an Event page on texasmonthly.com; an (vii) an Event program that includes Event sponsor logos for each day of the Event.

6. **Content Capture.** Texas Monthly shall have the sole and unlimited right to and permit others the right to

record, stream, photograph or otherwise reproduce or distribute any audio, video or photographs of the Event. Except to the extent otherwise expressly approved in writing by Texas Monthly, Client shall not record, reproduce, or transmit any portion of the Event in any manner or by any means whatsoever, nor permit or cause others to do so; provided, however, that Client may take photographs solely for use on its website, social media platforms, e-newsletters and year-end reporting, so long as no images of artists or performers at the Event are captured within such photography.

7. **Texas Monthly Trademarks.** Texas Monthly authorizes Client to use Texas Monthly's name and logo in connection with, and solely for purposes of, the promotion of the Event. Such use shall strictly comply with any use guidelines provided by Texas Monthly to Client. All rights not licensed herein are explicitly reserved by Texas Monthly.

8. **Compliance with Laws.** Client acknowledges that Texas Monthly reserves the right to impose rules and requirements applicable to the Event and/or the activities of Client in connection with the Event, and Client shall promptly take such corrective action as Texas Monthly may reasonably require in order to maintain and/or conform to any such rules or requirements. Client acknowledges that local, state and federal entities have rules and regulations which may impact activities and promotions during the Event. Each party shall ensure that its activities under this Agreement comply with all federal, state and local laws, ordinances, codes, rules, and regulations.

9. **Insurance.**

(a) Client will procure and maintain, at its own expense, Commercial General Liability ("CGL") insurance with a combined single limit of not less than \$1 million per occurrence and \$2 million in the aggregate, which policy must be in full force and effect for the Event and any associated load-in and load-out times before and after the Event. This policy must be taken out in the name of the Client and must specifically identify Texas Monthly LLC, and its officers, employees and agents as additional insureds. No later than thirty (30) days prior to the Event, Client shall provide Texas Monthly with proof of such insurance.

(b) Failure of Client to provide proof of liability insurance is grounds for termination of this Agreement by Texas Monthly but does not waive any other rights Texas Monthly has hereunder or otherwise.

(c) CLIENT WAIVES ALL RIGHTS OF SUBROGATION AGAINST TEXAS MONTHLY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS OR EMPLOYEES AND REPRESENTATIVES TO THE EXTENT OF ALL LOSSES OR DAMAGE COVERED BY ANY POLICY OF INSURANCE. CLIENT AGREES TO ADVISE ITS INSURER OF SUCH WAIVER, AND OBTAIN ALL ENDORSEMENTS REQUIRED FOR SUCH WAIVER TO BE EFFECTIVE.

(d) Texas Monthly will procure and maintain, at its own expense, CGL insurance at the same coverage required of Client above.

10. **General Release.** Client expressly releases and discharges Texas Monthly from any and all liabilities for any loss, injury, or damages to any and all person(s) or property that may be sustained by reasons of Client's or its representatives' occupancy of the Event venue.

11. **Indemnification.** Client assumes full responsibility for and, to the extent allowed by law, shall indemnify, defend and hold harmless Texas Monthly and its successors, assigns, parents and subsidiaries, and the officers, directors and employees of each of them, from and against any and all claims, losses, actions, damages, expenses and all other liabilities, including, without limitation, costs and reasonable attorneys' fees arising out of or in connection with (a) any acts or omissions of Client or any of its agents, assigns, contractors or their employees; (b) any of the foregoing parties' unauthorized use of intellectual property, including without limitation, trademarks owned by Texas Monthly, or (c) Client's breach of any obligation, representation or warranty contained in this Agreement. This obligation to indemnify will survive the expiration or termination of this Agreement.

12. **Damages Waiver.** EXCEPT WITH RESPECT TO CLIENT'S INDEMNIFICATION OBLIGATIONS HEREUNDER, OR INFRINGEMENT OF TEXAS MONTHLY'S INTELLECTUAL PROPERTY, AND NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR SIMILAR DAMAGES, WHETHER BASED ON CONTRACT, TORT, WARRANTY, OR OTHER LEGAL OR EQUITABLE GROUNDS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR OTHER PECUNIARY LOSS, ARISING OUT OF THIS AGREEMENT OR THE SERVICES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF CAUSED BY THE NEGLIGENCE OF THE OTHER PARTY.

13. **"As Is" Nature.** EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY PRODUCTS SERVICES, OR PROPERTY PROVIDED OR TO BE PROVIDED BY TEXAS MONTHLY HEREUNDER ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, ARE MADE WITH RESPECT TO THE SAME, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. **Representations and Warranties.** Each party represents and warrants to the other party that: (a) it has the full power and authority to enter into this Agreement and to carry out the provisions thereof; (b) the person executing this Agreement on behalf of such party is authorized to do so; (c) the rights granted hereunder shall not violate any law or infringe upon the rights of any third parties; and (d) such party shall comply with all laws, ordinances, or governmental rules or regulations and order applicable to presentation of the Event.

15. **Notices.** All notices hereunder shall be given in writing and delivered by hand, email, mail, or overnight courier (e.g., FedEx, UPS or DHL) to the other party hereto. Notices so given and addressed shall be deemed to have been given and effective as follows: (i) if by hand, when personally delivered; (ii) if by email, on date of computer record, provided no rejection notice is issued by the sender's email server; (iii) if by mail, five (5) calendar days after dispatch by the sending party, or (iv) if by overnight courier, on the next business day after dispatch by the sending party. Notwithstanding the foregoing, if the day or time of transmission by email is not during the normal business hours of a business day, then such notice shall be conclusively deemed to have been received during the next business day. shall be given to Texas Monthly and to Client, respectively, at the address below and shall be in writing, postage or delivery charges prepaid. The addresses for notices (until notice of a change thereof is provided in writing pursuant to the terms hereof) shall be as set forth below. Either party may change the address at which it is to receive notice by giving notice thereof to the other Party.

If to **CLIENT**:
City of Lockhart
Attn: Mayor (Lew White)
Address: 308 W. San Antonio Street
Lockhart, Texas 78644
Email: lwhite@lockhart-tx.org

If to **TEXAS MONTHLY**
Texas Monthly LLC
Attention: Jalaane Levi-Garza, Chief Revenue Officer
816 Congress Ave., Suite 1700
Austin, Texas 78701
Email: jlevigarza@texasmonthly.com

with a copy, which shall not constitute notice, to Charlie San Miguel, General Counsel, at csanmiguel@eprod.com

16. **General Provisions.** Nothing contained in this Agreement establishes a partnership or joint venture with Texas Monthly. This Agreement shall be governed by the laws of the State of Texas and exclusive venue for all disputes arising under or related to it shall lie in a court of proper jurisdiction in Harris County, Texas. The obligations set forth herein relating to indemnification, limitations of liability, governing law and venue, and general provisions shall survive the expiration or earlier termination of this Agreement. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms. This document represents the entire agreement of the parties with respect to the subject matter hereof and cannot be amended except by a writing signed by both parties. Headings are included for convenience only and will not be used to construe this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an original. The language of this Agreement shall be construed simply and according to its fair meaning, and shall not be construed for or against any party as a result of the source of draftsmanship.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

ACCEPTED AND AGREED TO:

CITY OF LOCKHART

Signature: _____

Printed Name: Lew White

Title: Mayor

Date: _____

TEXAS MONTHLY LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A
Brand Ad
(See Attached)

EXHIBIT A

PRINT

HIGH IMPACT PRINT CAMPAIGN

Share your message in the pages of *Texas Monthly* alongside content which naturally aligns with your brand.

Texas Monthly recommends the following issue:

May 2024: Pop Culture & TV + Environment

- Additional Content: BBQ and Summer Travel

Each Issue Includes:

1. One (1) full page, four color brand ad
2. Bonus paragraph in Travel planner
3. Listing on the in-book reader reply card
4. All leads generated from the reader reply card sent to the advertiser
5. Mark Your Calendar event listing on TexasMonthly.com
6. Creative provided by City of Lockhart

INVESTMENT: \$8,700 NET PER FULL PAGE

FLIGHT DATES: MAY 2024

IMPRESSIONS: 2.45 MM PER ISSUE



DIGITAL

VISUAL STORYTELLING FEATURE

This visual and turnkey unit is the perfect way for Lockhart to engage with travelers across the state in a high-impact and interactive way. Utilizing photography, videos, infographics, illustrations, social feeds and more, this delivery invites *Texas Monthly* readers to understand both the place and feeling that come with visiting The Little City with the Big Heart.

With direction from Lockhart, this program is built by *TM Studio*, guaranteeing the closest alignment with *Texas Monthly's* voice possible.

Includes:

1. 100% SOV of one interactive visual story
 - Photos and copy provided by Lockhart
2. 150,000 Brand ROS and 300,000 Promo ROS
3. One (1) Homepage Takeover and one (1) ROS Takeover
4. One (1) Instagram post, one (1) Facebook ad and two (2) Traveling Texan Trip Planner Listings

INVESTMENT: \$20,000 NET

FLIGHT DATE: SEPTEMBER - NOVEMBER 2024

METRIC: 1MM + ESTIMATED IMPRESSIONS

Live Example



EXHIBIT A

PRINT

HIGH IMPACT PRINT CAMPAIGN

Share your message in the pages of *Texas Monthly* alongside content which naturally aligns with your brand.

Texas Monthly recommends the following issue:

May 2024: Pop Culture & TV + Environment

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INVESTMENT: \$8,700 NET PER FULL PAGE

FLIGHT DATES: MAY 2024

IMPRESSIONS: 2.45 MM PER ISSUE



MINORITY PILE
How 3% of Texas shots for the

Lockhart
HISTORY AND BEYOND
WHEN LOCKHART IS MENTIONED, MOUTHS ALL ACROSS TEXAS BEGIN TO WATER.

Lockhart
his city's contribution to Texas 'was recognized officially by the Texas Legislature in 2010 when lawmakers designated Lockhart as the "Barbecue Capital of Texas." The history of barbecue in Lockhart goes as far back as we can trace the history of barbecue anywhere in Texas, and the legend of the first joints in Lockhart continues to this day. Combine the years of operation of Kerns Market, Original Black's Barbecue, Smitty's Market, and Chisholm Trail Barbecue and you get a history of over 200 years of 'cue. The joints also serve a mindboggling 250,000 people a year. That's quite a boon to the Lockhart economy, but recent economic developments are ushering in an exciting new future for the city, ensuring that Lockhart will soon be as closely associated with business and culture as it is with barbecue. Mill Scale Metal Works, a maker of fine crafted smokers, will bring new jobs to the city by building a new manufacturing facility and retail storefront. Revival Cycle is moving its corporate headquarters to a 30,000 square foot building in downtown Lockhart, creating upwards of 50 jobs. Iron Ox, a company that uses AI and robots to rebuild engines, has one Lockhart location and is currently constructing a second. New industry brings new residents, Lockhart is experiencing unprecedented growth as folks have begun to flock to the charming city. Lockhart will always be the Barbecue Capital of Texas. After all, the Texas Legislature officially proclaimed its status as such—but Lockhart is rapidly becoming known for even more. Just as great food brings people together, so does a bustling cultural scene and an economy with an eye towards what lies ahead. Come for the historic BBQ, stay for the bright new future!

LOCKHART
1) Central County Courthouse in downtown Lockhart
2) Mill Scale Metal Works
3) Iron Ox
4) A full plate from Lockhart's best barbecue.

PHOTOGRAPHS BY ROBERT GONZALEZ

Produced by
Texas Monthly Studio
in partnership with

For more information, visit
TexasMonthly.com/Lockhart-
Barbecue-and-Beyond

DIGITAL

VISUAL STORYTELLING FEATURE

This visual and turnkey unit is the perfect way for Lockhart to engage with travelers across the state in a high-impact and interactive way. Utilizing photography, videos, infographics, illustrations, social feeds and more, this delivery invites *Texas Monthly* readers to understand both the place and feeling that come with visiting The Little City with the Big Heart.

With direction from Lockhart, this program is built by *TM Studio*, guaranteeing the closest alignment with *Texas Monthly's* voice possible.

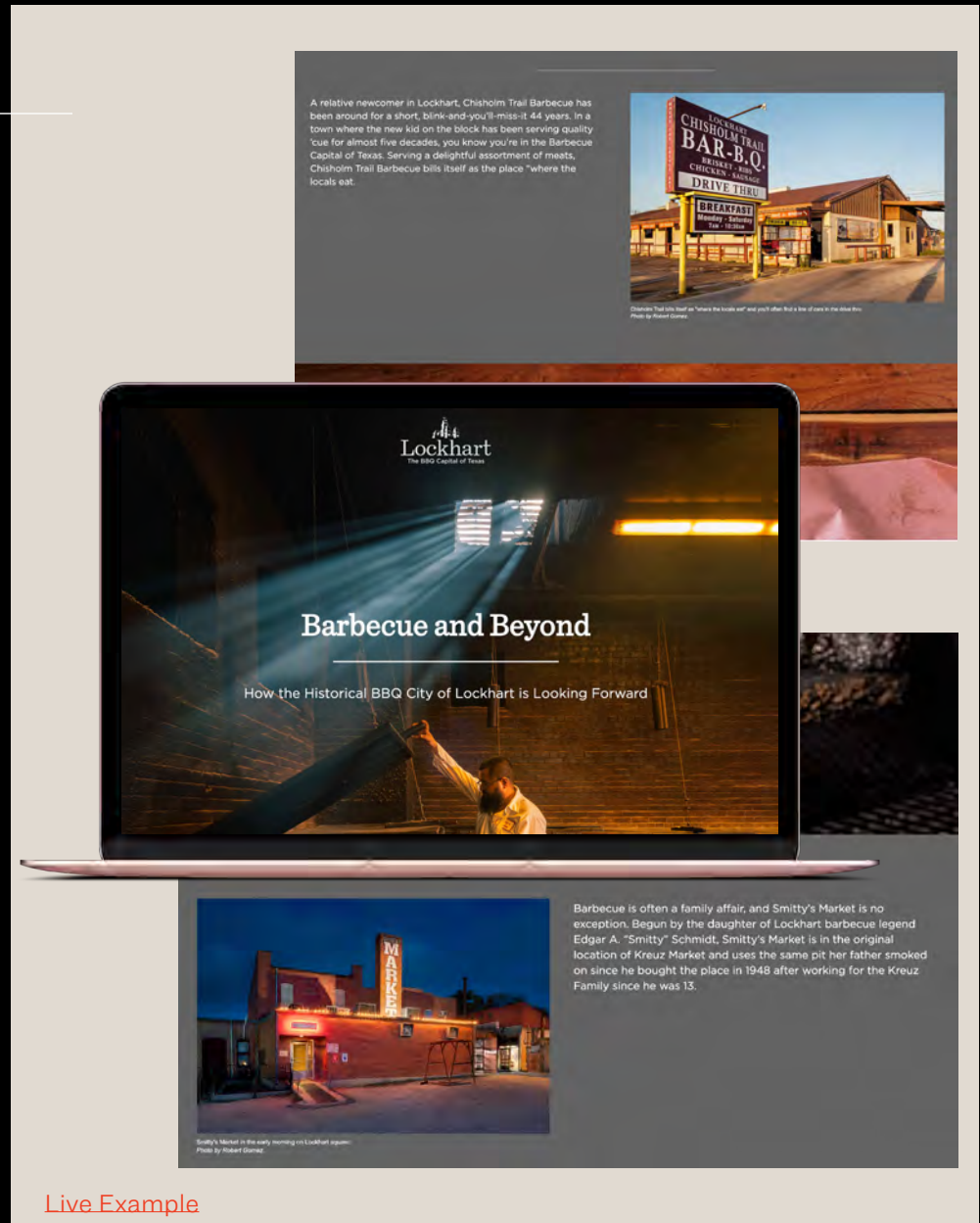
Includes:

1. 100% SOV of one interactive visual story
 - Photos and copy provided by Lockhart
2. 150,000 Brand ROS and 300,000 Promo ROS
3. One (1) Homepage Takeover and one (1) ROS Takeover
4. One (1) Instagram post, one (1) Facebook ad and two (2) Traveling Texan Trip Planner Listings

INVESTMENT: \$20,000 NET

FLIGHT DATE: SEPTEMBER - NOVEMBER 2024

METRIC: 1MM + ESTIMATED IMPRESSIONS



Live Example

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 5, 2024

AGENDA ITEM CAPTION: Discussion and/or action to consider the release of a 15-foot wide blanket utility easement located at 1925 FM 2001.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The developers of Real Cold Storage located at 1925 FM 2001 expressed to city staff that they would like to resolve issues with a utility easement on the subject property that was original granted to Polonia WSC on June 30, 1971. This utility easement that was granted is a 15ft wide easement and encompasses a 2 1/2" water main that was placed on the property. However, the current easement reads "blanket in nature".

In 2021, the City of Lockhart acquired this water service area (CCN- Certification of Convenience and Necessity), which includes this easement along with other previously granted easements in the acquired service area.

Terminating this existing easement and reestablishing a new easement for the new 16" water main to be constructed within noted metes and bounds will clear up future confusion of the boundaries of the easement. City staff has no issues with the release of the utility easement and prefer having the easement recorded on the final plat for the property.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends release of utility easement.

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: #39036374v3_imanagework.jw.com_ - Release of Right-Of-Way Easement Agreement - City of Lockhart, Real Cold Project Vicinity Map, 1971 Utility Easement

RELEASE OF EASEMENT AGREEMENT

THIS RELEASE OF EASEMENT AGREEMENT (“*Release*”) is executed by the **City of Lockhart, a Texas home-rule municipal corporation, Caldwell County, Texas** (“*the City*”).

RECITALS:

A. Carl Waller Jr., as grantor, executed that certain Right-of-Way Easement Agreement, dated July 30, 1971, recorded in Volume 346, Page 49 and Volume 352, Page 366, of the Deed Records of Caldwell County, Texas, which granted Polonia Water Supply nka Aqua Water Supply (“*Aqua*”) an easement for the installation of a water pipeline across the property described therein (“*Waller Easement*”);

B. John T. McCormick, as grantor, executed that certain Right-of-Way Easement Agreement, dated June 16, 1992, recorded in Volume 136, Page 422, of the Official Public Records of Caldwell County, Texas, which granted Aqua an easement for the installation of a water pipeline across the property described therein (the “*McCormick Easement*” and together with the Waller Easement, the “*Easements*”).

C. The Easements were assumed by the City of Lockhart, a Texas home-rule municipal corporation, Caldwell County, Texas (the “*City*”).

B. The City has agreed to release the Easements.

NOW THEREFORE, in consideration of the premises, Ten and No/100 Dollars (\$10.00), and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City agrees that the Easements are hereby released and are of no further force or effect.

EXECUTED on _____, 2024.

CITY OF LOCKHART,
a Texas home-rule municipal corporation

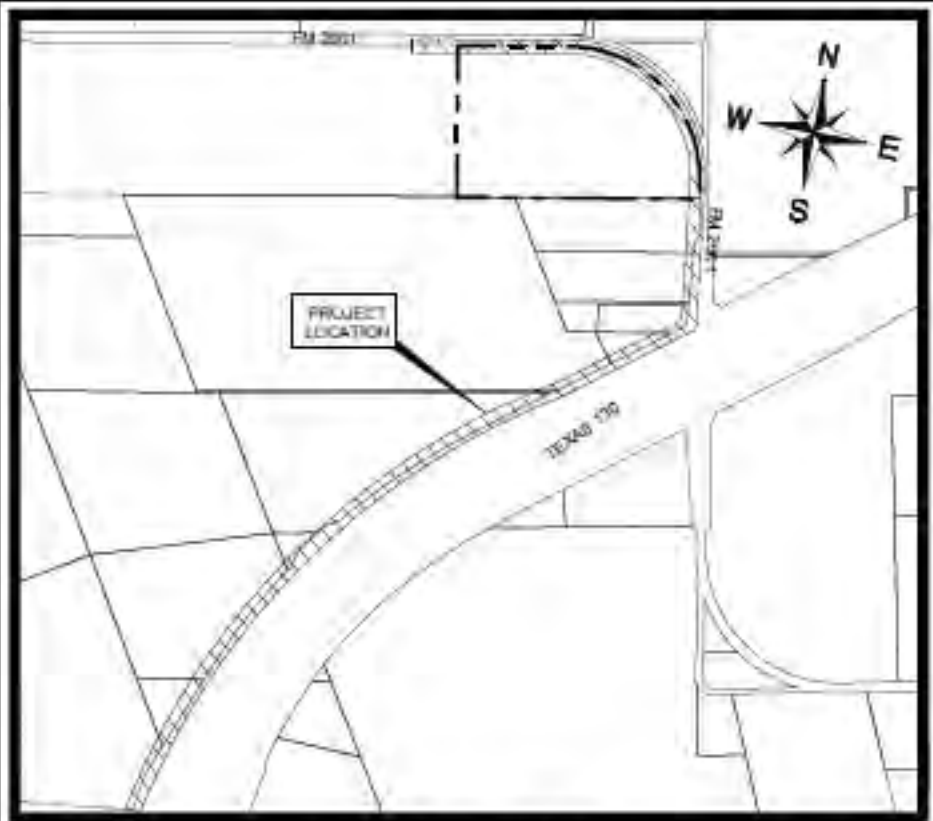
By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

 This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2024, by _____, as _____ of City of Lockhart, a Texas home-rule municipal corporation, on behalf of said corporation.

[SEAL]

Notary Public ★ State of Texas



VICINITY MAP

2605

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration

2461

RIGHT OF WAY EASEMENT (General Type Easement)

36
27
KNOW ALL MEN BY THESE PRESENTS, that Carl Walker Jr. U.S. Singleman, hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Galena Water Supply Corp hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove pipe line C.W.J.

over and across the following land owned by Grantor in Caldwell County, State of Texas: 180 Acres, C. Crenshaw Survey. Described in Volume 299 Page 63 Deed Records, Caldwell County, Texas together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 80 ft in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 10 ft in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

FEDERAL LAND BANK SAN MARCOS, TEXAS
IN WITNESS WHEREOF the said Grantors have executed this instrument this 30 day of July, 19 71.

Carl Walker Jr.

THE STATE OF TEXAS }
COUNTY OF Caldwell }

SINGLE ACKNOWLEDGEMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Carl Walker Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of July, A. D. 19 71.

Mrs. Marilyn Rojas
Notary Public in and for
Caldwell, County, Texas

(SEAL)

WILLIE B BANISTER
Clerk, County Court, Caldwell County, Texas
By *Willie B. Banister* Deputy

NOV 3 1972

FILED FOR RECORD
AT 4:00 O'CLOCK P.M.

Good Willie B.
Release with Deputy

2605
2401

THE STATE OF TEXAS }
COUNTY OF CALDWELL

I, WILLIE B BANISTER, Clerk of the County Court of Caldwell County, Texas do hereby certify that the foregoing instrument of writing dated the 30 day of July A. D. 1971, with its Certificate of authentication was filed for record in office on the 3 day November A. D. 1972, at 4:00 o'clock P.M., and duly ^{re}recorded this 28 day of November A. D. 1972, at 12:55 o'clock P.M., in the Deed Records of said County, in Volume 352 on pages 366.

WITNESS my hand and the seal of office, at office in the City of Lockhart, on the day and year last above written.

WILLIE B BANISTER

Clerk, County Court, Caldwell County, Texas

By *Kathleen Royal* Deputy

THE STATE OF TEXAS }
COUNTY OF CALDWELL

I, WILLIE B BANISTER, Clerk of the County Court of Caldwell County, Texas do hereby certify that the foregoing instrument of writing dated the 30 day of July A. D. 1971, with its Certificate of authentication was filed for record in office on the 11 day November A. D. 1971, at 10:00 o'clock A.M., and duly recorded this 15 day of November A. D. 1971, at 11:35 o'clock A.M., in the Deed Records of said County, in Volume 346 on pages 49.

WITNESS my hand and the seal of office, at office in the City of Lockhart, on the day and year last above written.

WILLIE B BANISTER

Clerk, County Court, Caldwell County, Texas

By *Kathleen Royal* Deputy

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 5, 2024

AGENDA ITEM CAPTION: Discussion and/or action to consider Work Authorization No. 5 for Halff Associates under the Master General Services Agreement to provide assistance in identifying funding opportunities and potential site due diligence for a proposed aquatic facility.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: Due to the age and poor condition of the existing municipal pool, an Aquatics Committee was formed in January 2023 to determine the feasibility of constructing a new aquatic facility, and to determine the scope and programming that would best serve the Lockhart community. In July 2023, Council approved Work Authorization #4 for Halff & Associates and Water Technology Incorporated to develop two project concepts and budgets. The final concept and budget was presented to Council and accepted in October 2023. Council directed staff to determine potential sites for the new facility and potential funding sources.

PROJECT SCHEDULE (if applicable): Project will begin immediately.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): \$19,200 will be required to fund this Work Authorization. This amount falls within the \$150,000 spending cap of the Master General Services Agreement approved on March 7, 2023. A portion of those original funds lapsed from the Parks & Recreation Budget at the end of the FY 2023 fiscal year and will need to be reappointed.

PREVIOUS COUNCIL ACTION: Council previously approved a Master General Services Agreement with Halff Associates in February 2023 to provide a variety of project management work authorizations. Work Authorization #4 provided for aquatic consulting & visioning and a feasibility study for building a new aquatic facility. Work Authorization No. 5 will build on that by identifying funding opportunities and determining a potential site for construction.

COMMITTEE/BOARD/COMMISSION ACTION: The Aquatics Committee has been integral to this entire process, which began in January 2023. This is composed of members from the Parks Board, Caldwell County Commission, and Lockhart ISD.

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Approval

LIST OF SUPPORTING DOCUMENTS: WA #5_ Lockhart Grant and Site Due Dlligence (003)



February 22, 2024

Attn: Travis Hughes, Director of Parks & Recreation
City of Lockhart
308 W San Antonio Street
Lockhart, Texas 78644

Re: City of Lockhart Parks & Recreation General Services Contract, Work Authorization #5

Dear Mr. Hughes,

HALFF is pleased to submit this proposal for Work Authorization #5 for assistance in identifying funding opportunities and potential site due diligence for a proposed aquatic facility for the above referenced project.

Per our understanding of the requirements, we propose the attached Scope of Services (Exhibit 'A'). The estimate is on an hourly not to exceed basis.

We appreciate the opportunity to provide the services indicated herein and look forward to working with the City on this project. Please feel free to contact me if you have any questions or comments concerning this proposal.

Sincerely,

A handwritten signature in black ink that reads "Kari Biddix". The signature is written in a cursive, flowing style.

Kari Biddix, PLA, LI, ASLA
Program Manager

WORK AUTHORIZATION NUMBER 5

This Work Authorization is made this _____, 2024 under the terms and

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

The City has retained HALFF to provide professional services necessary to provide assistance in identifying funding opportunities and potential site due diligence for a proposed aquatic facility, (the "Project")

Section A. - Scope of Services

A.1. HALFF shall perform the following Services:

Per Exhibit A - Scope of Work

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

Per Exhibit A – Scope of Work

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

Per Exhibit A – Scope of Work

Section B. - Applicable Period and Schedule

This Work Authorization shall be effective as of _____ and continue until August 31st, 2024. HALFF shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, City shall pay to HALFF on an hourly-basis with the not-to-exceed amount of \$19,200.00, payable according to the attached Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by City to HALFF according to the Rate Schedule and terms of the Agreement.

Section D. - City's Responsibilities

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

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

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

Section E. - Other Provisions

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

E.1. Not applicable.

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

Lockhart, Texas
(City)

Halff Associates, Inc.
(HALFF)

By: _____

By: _____

Name: _____

Name: James Hemenes

Title: _____

Title: Director of Landscape Architecture

Date: _____, 20__

Date: _____

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

PURPOSE

The purpose of this service is to provide the City of Lockhart assistance in identifying funding opportunities and potential site due diligence for a proposed aquatic facility.

BASIC SERVICES

A. Recreation Grants Consultation Services

The purpose of this service is to provide the City of Lockhart consultation as it pertains to recreation grant opportunities. This consultation service will have a focus on pre-positioning the City for grant awards, planning, and phasing of grant-focused items. Halff is available to continue assistance as a trusted advisor, grant writer, and/or grant administrator for tasks that exceed this Scope of Work.

Task 1: Recreation Grant Support and Guidance

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

1. Attend one (1) virtual kick-off conference call meeting with the City to identify long-lead items for potential grant programs, most likely TPWD Local Parks Grants Due August 1, 2024.
 - a. **Deliverable:** Digital copy of meeting minutes
2. Attend up to six (6) virtual progress meetings to discuss project status and project developments, upcoming grant deadlines, specifications, and details.
 - a. **Deliverable:** Digital copy of meeting minutes
3. Halff will coordinate with agencies and stakeholders involved in the project, including the Independent School District
4. Halff will identify and collate if needed, exhibits and attachments required by the identified grant program, which may include a site plan, project location map, vicinity map, aerial photo and photo pages of the project, authorizing resolution, certification of assurances, letters of support, map of the floodplain, NFIP Insurance evidence, letter of assuring match, environmental checklist, budget, Section 106 Compliance, maps illustrating sensitive resource, support for sustainable claims, subject matter expert coordination and support, and evidence of community support.
5. Provide written comments on the grant application narrative to be submitted by the City.

Deliverables: Digital copy of grant application comments

B. Site Due Diligence Consulting Services

The City of Lockhart is in the planning stages for a new aquatic center (open air swimming pool) to serve their community. The city has identified potential sites that may be suitable for the construction of this facility and is looking for assistance in the evaluation of the targeted sites.

Task 1: Site Investigation and Due Diligence

Halff will perform due diligence research on up to 4 sites as identified by the Client. Due diligence effort will consist of desktop research and gathering of information of each site to identify the information listed below. The purpose of the investigation is to provide the City of Lockhart a high level opinion of the advantages and challenges for each site.

1. Visit each of the four identified sites during a single day and trip to Lockhart.
2. Review of platting status and determine restrictions/requirements for the development of the property, as available in public information.
3. Review of current zoning and applicability to the proposed development.
4. Site access evaluation and review of thoroughfare plans.
5. Water and wastewater availability from existing information available.
6. Review of floodplain FIRM to identify any floodplain issues.
7. Review of general drainage patterns across the site and identify any potential impacts.
8. Review existing data provided by the City of Lockhart, if available.

Deliverables: A 2 page maximum written summary of the findings for each site.

Assumptions

1. The Client will provide the property address and/or parcel numbers of the properties to be evaluated.
2. The Client will provide the overall SF (max range if not yet defined) for the aquatic center development to be considered for the due diligence effort.
3. The Client will allow Halff to contact utility companies or the appropriate jurisdictions and utility companies to inquire about requirements for development.

Exclusions

1. Survey, environmental assessments, geotechnical investigations or traffic studies of any type are excluded.
2. Site visits above those identified in the scope of services.
3. Attending meetings outside of the office. Reasonable requests for virtual meetings or conference calls are expected and included in the scope of work.
4. Title commitment research.
5. Development of concept site layouts.
6. Design services of any kind.
7. Pre-application conferences with reviewing entities.
8. Capacity calculations for water, wastewater and storm.
9. Preparation of construction budget estimates

SCHEDULE

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

**EXHIBIT B
BASIS OF COMPENSATION
HALFF ASSOCIATES, INC**

Basic Services as described in 'EXHIBIT A' will be provided for a total lump sum fee of \$19,200.00. The overall fee total shown will not be exceeded without prior written authorization by the CITY.

Reimbursable Expenses of \$500.00 shall include expenses for supplies, equipment, transportation and travel, printing of plans, presentation boards, graphic boards and similar incidentals. Proof of reimbursable expenses shall be provided to the City with the respective invoice.

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

PROFESSIONAL SERVICES FEES

Recreation Grants Consultation Services	\$	8,000.00
Site Due Diligence Consulting Services	\$	10,700.00
Subtotal Professional Services	\$	18,700.00
<u>Reimbursable Expenses (Allowance)</u>	<u>\$</u>	<u>500.00</u>
Total	\$	19,200.00

BILLING RATES

Professional Services and Engineering Fees

Funding Resources & Land Development

(Through June 2024)

<u>Job Title</u>	<u>Rate/Hr</u>
Administrative II	\$125.64
Administrative IV	\$148.45
Administrative V	\$246.72
CADD/BIM Technician	\$90.00
Civil Engineer EIT/Graduate	\$135.00
Civil Engineer	\$200.00
Senior Civil Engineer	\$240.00
Designer	\$120.00
Senior Designer	\$190.00
Project Manager	\$200.00
Senior Project Manager	\$250.00
Principal	\$320.00
Consultant & Outside Services	Cost + 10%
Contractors, Equipment & Materials	Cost + 10%
Living Expenses Incurred (including mileage)	Cost
Mileage billed at IRS approved rate	

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 5, 2024

AGENDA ITEM CAPTION: Discussion and/or action related to the proposed First Addendum to the Interlocal Cooperation Agreement between Lockhart Independent School District (LISD) and the City of Lockhart regarding School Resource Officers (SRO) to include reimbursement from LISD to the City for SRO special assignment stipend.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The City of Lockhart and the Lockhart Independent School District (LISD) currently have an Interlocal Cooperation Agreement (ILA) for the Lockhart Police Department to provide School Resource Officers (SRO) to LISD throughout the calendar school year. The agreement details the SRO program structure, services to be provided, general duties and responsibilities, training, financial responsibilities and equipment, and the relationship between the parties.

At the request of LISD, the purpose of the proposed First Addendum to the current ILA is to provide for reimbursement from LISD to the City for the amount of the SRO special assignment stipend paid to SROs from March 25th, 2024, through May 26th, 2024; the end of the 2023-24 school year.

LISD is requesting and will fund a temporary increase in the current SRO special assignment stipend to provide a parity pay rate consistent with rates paid to off-duty officers providing similar services to the school district. The current stipend is \$200 per month. The proposed temporary increase will provide an additional \$1,080 per week for nine weeks.

This addendum is expected to be considered by the LISD Board soon. Amendments to Ordinance 2018-07 will be considered on a separate agenda item which follows.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): If approved, the temporary increase in special assignment stipend expense will be offset by additional revenue to the General Fund received from Lockhart ISD for SRO services. Request for reimbursement as outlined in the SRO Interlocal

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Cooperation Agreement will be submitted to LISD at the end of the 2023-2024 school year.

PREVIOUS COUNCIL ACTION: Council approved the current SRO Interlocal Cooperation Agreement with LISD at the August 16, 2022 Council meeting.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the proposed First Addendum to the SRO Interlocal Cooperation Agreement with LISD as presented.

LIST OF SUPPORTING DOCUMENTS: 1st ADDENDUM TO ILA - COL & LISD for SRO

**FIRST ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN LOCKHART INDEPENDENT SCHOOL DISTRICT AND THE
CITY OF LOCKHART**

WHEREAS, Lockhart Independent School District (“Lockhart ISD”) and the City of Lockhart (“City”) entered a certain agreement entitled “Interlocal Cooperation Agreement Between Lockhart Independent School District and the City of Lockhart” (“Agreement”) on August 22nd, 2022, a true and correct copy of which is attached hereto as Exhibit “A”; and

WHEREAS, Lockhart ISD desires to enter an addendum to that Agreement whereby Lockhart ISD agrees that it is in its best interest to amend Article 6 relating to financial responsibility and reimburse the City for Assignment Pay Stipends; and

WHEREAS, the City agrees that such an addendum to the Agreement is desirable; and

WHEREAS, the City and Lockhart ISD desire to keep the remaining terms of the Agreement intact and unchanged;

NOW THEREFORE, inconsideration of the mutual covenants and agreements of the Parties thereto, it is agreed that the Agreement is amended to include the following:

Article 6
FINANCIAL RESPONSIBILITIES & EQUIPMENT

6.7 Lockhart ISD is responsible for reimbursing the City for the School Resource Officer (SRO) Assignment Pay Stipend authorized by Section II, Article F of City Ordinance 2018-07, as may be repealed and/or amended by the City of Lockhart. Lockhart ISD shall reimburse the City at the end of the 2023-24 school year for the amount of the SRO Assignment Pay Stipend paid to SROs from March 25th, 2024, through May 26th, 2024.

The remainder of the Agreement terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum to the Interlocal Cooperation Agreement as of the _____ day of _____ 2024.

CITY OF LOCKHART, TEXAS

By _____
Lew White
Mayor, City of Lockhart

ATTEST:

By _____
Julie Bowermon,
City Secretary
City of Lockhart

LOCKHART INDEPENDENT SCHOOL
DISTRICT

By _____
Michael Wright,
President, LISD School Board

ATTEST:

By _____
Tom Guyton, Secretary, LISD School
Board

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT BETWEEN LOCKHART INDEPENDENT SCHOOL DISTRICT and the CITY OF LOCKHART

This Interlocal Cooperation Agreement ("Agreement") is made and entered into by and between Lockhart Independent School District ("Lockhart ISD"), a political subdivision acting through its Board of Trustees, and the City of Lockhart (hereinafter referred to as "the City"). Collectively, Lockhart ISD and the City may be referred to as the "Parties."

PREMISES

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS, Lockhart ISD is a public school district with campuses located within the jurisdictional boundaries of the City where the City presently provides law enforcement services;

WHEREAS, Lockhart ISD and the City each find that contracting for and with respect to the governmental services described herein will result in increased efficiency, economy, and enhanced public safety for the constituents of both Lockhart ISD and the City;

WHEREAS, Lockhart ISD and the City warrant that both possess adequate legal authority to enter into this Interlocal Agreement and their respective governing bodies have authorized each signatory official to enter into this Agreement and bind the local governments to the terms of this Agreement and any subsequent amendments hereto;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

Article 1 LEGAL AUTHORITY AND PURPOSE

- 1.1 The legal authority for the City of Lockhart and the Lockhart Independent School District to enter into this agreement is the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose, terms, rights, and duties of the parties are stated below.
- 1.2 The purpose of this Agreement is to set forth guidelines to ensure that Lockhart Police Department ("LPD") and Lockhart ISD have a shared understanding of the role and responsibility of each in maintaining safe schools, improving climate, and supporting educational opportunities for all students.
- 1.3 The mission of the SRO program is to place a community law enforcement officer in the Lockhart ISD campuses to build working relationships with schools, students, and parents; to address on-site security; to maintain safe schools; to serve as a positive role-model for student a

and to provide a direct link with the LPD.

Article 2 SRO PROGRAM STRUCTURE

- 2.1 Under this framework, the SROs are first and foremost law enforcement officers for the City of Lockhart. The SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Lockhart Police Department (the LPD). School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SROs. Enforcement of the Student Code of Conduct is the responsibility of teachers and administrators. The SROs shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.
- 2.2 Although the SROs have been placed in a formal educational environment, the SROs retain official duties of law enforcement officers. The SROs shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Texas law and LPD policy. The SROs or the LPD will have the final decision on whether criminal charges shall be filed. The LPD reserves the right to temporarily remove the SROs in the event that additional officers are needed during a critical incident, natural disaster or for immediate service of public safety.
- 2.3 The SROs are not formal counselors or educators, and will not act as such. However, with the agreement of the LPD, the SROs may be used as a law enforcement resource to assist students, faculty, staff, and all persons involved with the school. The SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. The SROs may use these opportunities to build rapport between the students and the staff.
- 2.4 The SROs will confer with the principal, as needed, to develop plans and strategies to prevent and/or minimize dangerous situations and criminal activity on or near the campus or involving students at school-related activities.
- 2.5 The SROs will notify the campus principal if it is necessary for them to be out-of-district during regular school hours during non-emergency situations.

Article 3 SERVICES TO BE PROVIDED

The City, through its Police Department, will be responsible for the following:

- 3.1. Providing police officers licensed by the State of Texas for service as school resource officer (SROs) to be assigned to the Lockhart High School, Lockhart Junior High School, and District-wide for the 2022-2023 school year.

- 3.2. SROs will be assigned on a full-time basis, forty (40) hours each work week, according to the daily schedules agreed upon by the Parties, less any scheduled vacation time, sick time, training time, court time, or any other law enforcement related activity, including emergencies.
- 3.3 The Parties acknowledge the importance of having the same SROs present in Lockhart ISD on a day-to-day basis in order to promote continuity and familiarity with Lockhart ISD and its students. To that end, the Parties agree that every effort should be made to schedule and/or designate the SROs vacation days, compensatory time, and other days off at times when school is not in session or at other times when the SROs' absences will not otherwise create an unnecessary risk or hamper school operations. The SROs will coordinate vacation hours with the principal of the school to which each SRO is assigned.
- 3.4 Should any officer assigned as an SRO during the active school year be absent for more than two consecutive school days, the LPD shall notify principal of the campus to which the SRO is assigned with the name of the officer substituting during the absence. Lockhart ISD must approve of the officer who is assigned as a substitute.
- 3.5 The SROs shall follow the policies and procedures of Lockhart ISD to the extent those policies do not conflict with the policies and procedures of the City or LPD.
- 3.6 The SROs will coordinate and cooperate with the Lockhart ISD Superintendent and other Lockhart ISD administrative staff in carrying out their day-to-day duties as SROs. The City retains final authority over the SROs' law enforcement responsibilities. The SROs may, however, take the school's wishes into consideration, as the officer deems appropriate.
- 3.7 The duties, schedule, and responsibilities of SROs on days when school is not in session shall be determined solely at the discretion of the LPD.
- 3.8 **SROs DUTIES:** The ultimate goal of the SRO is to maintain a peaceful environment that allows the learning process to continue uninterrupted. The duties to be performed by the SROs include, but are not limited to, the following:
- a. Establish a bond and act as liaison between the LPD and school administrators and student in an effort to reduce or eliminate the opportunity for crime, project a positive image of the LPD and improve the quality of life within the school and community.
 - b. Patrolling areas within or in the vicinity of the geographical boundaries of Lockhart ISD to protect all students, personnel, and visitors.
 - c. Being a visible presence during the school day in order to assist the Lockhart ISD administration with general public safety services during school hours.
 - d. Helping Lockhart ISD administrators maintain the peace and/or address a breach of the peace as needed.

- e. Engaging in all law enforcement activities arising from the enforcement of criminal laws or Lockhart ISD policies and rules, including, but not limited to, intervening in and investigating alleged crimes or violations of Lockhart ISD rules, issuing citations, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints, and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement. However, violations of Lockhart ISD policies and rules that are strictly personnel matters and non-criminal in nature will only be assigned to the SROs for investigation at the specific direction of the Lockhart ISD Superintendent.
- f. Responding to calls for services during the course of the regular school day or when serving in support of an official Lockhart ISD extracurricular or after-school activity.
- g. Assisting in providing security as needed for after-hour activities and events taking place at Lockhart ISD facilities.
- h. Mediating disputes on campus, including working with students to help solve disputes in a non-violent manner.
- i. Accompanying outside service providers during random canine searches conducted on Lockhart ISD property.
- j. Preventing property loss due to theft or vandalism.
- k. Providing traffic control as needed.
- l. Assisting Lockhart ISD with its Emergency Operation Plan.
- m. Assisting with school safety projects, scheduling and maintaining emergency drills, emergency response, and after-action reviews within Lockhart ISD.
- n. Providing training for staff as requested by the Lockhart ISD Superintendent.
- o. Serving as a resource for law enforcement education at the request of the Lockhart Superintendent, such as speaking to classes on the law, search and seizure, drugs, or motor vehicle laws.
- p. Maintaining the confidentiality of student records as required by the Family Educational Rights and Privacy Act. The SROs shall not disclose to the City or the LPD any other third party education records of a student which the SROs obtain by virtue of the SROs' position with the school unless such information is obtained by the SROs in the course and scope of performing their duties in accordance with this Agreement. The SROs shall not provide student education records to other law enforcement agencies informally for external investigations.

- q. Preparing reports and documentation related to events occurring within the geographic boundaries of the City of Lockhart.
- r. Participate, as necessary or requested by the District, in District or campus Threat Assessment Teams, as described by Texas Education Code § 37.115.
- s. Performing other duties that may be assigned from time to time by Lockhart ISD, provided that the duty is legitimately and reasonably related to the services as described herein and is consistent with Federal and State law, local ordinances and orders, laws applicable to Lockhart ISD, Lockhart ISD's policies, procedures, rules, or regulations relating to the subject matter of this Agreement, and the policies, procedures, rules, and regulations of the City.

3.9 When the SROs take a person into custody in the course of performing their duties on behalf of Lockhart ISD under this Agreement, Lockhart ISD shall receive notification of the incident from the City within the timeframe required by law and of the disposition of the individual to the extent allowed by law.

3.10 **REPORTING DUTIES:** Lockhart ISD and LPD shall maintain records of every campus-based incident resulting in police involvement. The records shall be disaggregated by:

- Description of the incident
- Names of the officials involved
- Name of student involved
- Manner in which the LPD was notified
- Searches/questioning of students
- Tickets, citations, or summonses issued
- Arrests made
- Filing of delinquency petitions, referrals to a probation officer, and other referrals to the juvenile justice system, and
- Any police action the SRO took relative to the offense.

Data shall also be disaggregated by:

- Race
- Ethnicity
- Age
- Grade
- Gender
- Disability
- English-language learner status, and
- Economically disadvantaged status.

3.11 If it is necessary to question or interview a student at school for any purpose other than a child abuse investigation, the SROs will contact the campus principal of the student's campus. The principal will:

- a. Verify and record the identity of the officer or other authority and request an explanation of the need to arrest the student at school.
 - b. Make reasonable efforts to notify the student's parents or other person having lawful control of the student. If the SRO/designee raises criminal allegations against the student's family members, campus administration will be prohibited by the SRO/designee to notify parents/family members.
 - c. The principal or a designee ordinarily shall be present during the questioning or interview. If the interviewer presents what the principal considers to be a valid objection to a third party's presence, the interview shall be conducted without that person's presence.
- 3.12 If a student at school is arrested or taken into custody by an SRO, the principal shall immediately notify the Lockhart Superintendent and ordinarily notify the parent or other person having lawful control of the student. If the SRO raises what the principal considers to be a valid objection to notifying the parent at that time, the principal shall not notify the parent.
- 3.13 The School District and the LPD agree that canine contraband services will be conducted by a LPD Narcotic Drug Detection Dog. The Canine Handler will coordinate with campus administration and the SRO to plan dates for the canine searches. The School District and LPD agree to conduct ten (10) searches throughout the school year for the School District at no cost to the school district. Additional Narcotic Drug Detection Dog searches will be conducted by LPD at a cost of one hundred and fifty dollars per search, not to exceed 20 additional searches and to be billed monthly. The procedures for the searches will be determined by the LPD, with input from the School District.

Article 4

GENERAL DUTIES AND RESPONSIBILITIES

- 4.1 The City agrees to perform any obligations required to maintain the SROs as commissioned law enforcement officers with full Texas peace officer status; including but not limited to, providing the SROs with any and all continuing training necessary to maintain their TCLEOSE certification.
- 4.2 The SROs assigned to Lockhart ISD shall be subject to the approval of the Lockhart ISD Superintendent and LPD. Lockhart ISD understands that the City or LPD may rotate or change any officer assigned to serve as an SRO; provided, however, that Lockhart ISD may refuse any particular officer assigned as an SRO and request assignment of a different officer.
- 4.3 Any properly licensed officer providing SRO services under this Agreement shall be vested with powers, privileges, and immunities of a peace officer within all territory contained in the boundaries of Lockhart ISD and while on any property under the control and jurisdiction of Lockhart ISD or otherwise in the performance of his/her duties under the guidelines of Lockhart ISD policies and regulations.

- 4.4 The City will authorize the SROs to carry a weapon and act as a peace officer at all times, so long as the officer is acting under his/her official capacity. Likewise, Lockhart ISD specifically authorizes each SRO to carry a weapon in performing services at all schools and property within Lockhart ISD. When not on duty as SROs, the officers' rights to carry a firearm will be governed by provisions and rules set forth by TCOLE and the City and District Policies CKE (Legal) and GKA (Legal).
- 4.5 As City employees, any disciplinary action taken against the SROs shall follow the policy and procedure set forth in the employee handbook of the City.
- 4.6 Lockhart ISD will report all required student misconduct to the City in accordance with Texas Education Code § 37.015. The City will make all reports regarding students as required by Texas Code of Criminal Procedure Art. 15.27.
- 4.7 Subject to its obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, Lockhart ISD agrees to provide the SROs with (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses that occur on school property or in conjunction with a school event or activity, to collect certain incident-based data, or to ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at Lockhart ISD, including surveillance cameras, to provide for safety and security. SROs shall be designated as "school officials" under Lockhart ISD Policy FL (local) for purposes of access to student records to enable the SROs to perform the duties set out in this Agreement.
- 4.8 The Parties shall each monitor, review and provide oversight and supervision of the services as they are provided and each agree to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service or performance issue becomes unsatisfactory.
- 4.9 The Parties recognize that the services to be provided by the City may be limited to the extent that said services conflict with or compromise the City's ability to provide effective law enforcement services to the City generally; and, should a conflict arise between the policies of Lockhart ISD and the City, the City policy shall prevail. The Parties agree to work in good faith to resolve conflicts with their best reasonable efforts; however, should such conflicts occur which prevent the City from meeting its obligations under this Agreement, the City acknowledges such conflict constitutes good cause to terminate the Agreement.
- 4.10 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. Information will only be released by a Party in accordance with established law and its existing policies and procedures.
- 4.11 Nothing in this Agreement prevents Lockhart ISD from continuing its practice of hiring off-duty police officers to provide security at sporting events, after-hour activities, or other events. This Agreement shall not govern off-duty peace officers hired for these purposes.

Article 5
TRAINING

- 5.1 All SROs placed with the District shall complete the education and training program required by Section 1701.263, Texas Occupations Code. Such training must be completed with 120 days of placement at the District.
- 5.2 All SROs place with the District shall complete an active shooter response training program approved by the Texas Commission on Law Enforcement in accordance with Texas Education Code § 37.0812(a).
- 5.3 All SROs place with the District shall complete a Texas Education Agency-approved training on the use of a bleeding control station in accordance with Texas Education Code § 38.030(b)(3)(B).

Article 6
FINANCIAL RESPONSIBILITIES & EQUIPMENT

- 6.1 The City shall provide the SROs with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the City. The City shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.
- 6.2 Lockhart ISD will be responsible for reimbursing the City at the end of school year for the SRO's salary and benefits as the approved school calendar of student in person learning plus two additional days as set out in Exhibit A. In addition, Lockhart ISD will be responsible for reimbursing the City of Lockhart at the end of the school year for the police supervisor's salary and benefits for 100% of approved school calendar plus two additional days. Lockhart ISD agrees to reimburse the City of Lockhart for the cost of three vehicles as detailed in Exhibit A and the cost for uniform and equipment for three officers as detailed in Exhibit A.
- 6.3 The City shall keep and maintain accurate records of dates of service and the hours served by the SROs. The City shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. With 48-hour notice, the City shall promptly provide Lockhart ISD with access to all time calculation records maintained by the City for any SRO services provided pursuant to this Agreement.
- 6.4 Overtime hours that relate to SRO duties must be authorized and approved by the Lockhart ISD Superintendent prior to the performance of the overtime work and will be paid in accordance with procedures established by the City. The Parties acknowledge that emergency situations or unscheduled events may require overtime hours for the SROs without advanced notice. Should such emergency or unplanned event occur, the SROs shall notify the Superintendent the next work day, or as soon as practicable. Excluding emergencies and unplanned events, if the SROs fail to obtain such permission for overtime hours, the City will be responsible for the costs of any overtime compensation to the SROs.

- 6.5 Lockhart ISD will pay for any additional SRO training that Lockhart ISD may require unrelated to TCOLE training requirements.
- 6.6 The Parties agree to provide the following equipment and materials to the SROs:
- a. The City shall furnish the SROs with all equipment routinely assigned to law enforcement personnel who serve the City. The City will maintain and service all equipment used by the SROs in providing services to Lockhart ISD. Equipment includes, but is not limited to, uniforms, computers and computer equipment, firearms, radios, and all other devices used by the City law enforcement personnel in the performance of their duties. City will also provide a fully equipped patrol car to each SRO.
 - b. Lockhart ISD will provide the SROs with office space on school property, a telephone, computer, and other office equipment to perform duties under this Agreement, and as mutually agreed by the Parties. Lockhart ISD will provide the SROs with a map and personnel roster for each campus and Central Office.
 - c. The Lockhart ISD will provide the SROs with access to its facilities as needed to conduct law enforcement business regarding the securing of evidence in crimes and interviewing individuals in connection with a criminal investigation into crimes conducted on school property on in conjunction with a school event or activity.

Article 7
RELATIONSHIP BETWEEN THE PARTIES

- 7.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of Lockhart ISD and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- 7.2 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship.
- 7.3 Officers employed by the City and assigned by the LPD to serve as SROs at Lockhart ISD are and will remain City employees.
- 7.4 The City shall have no liability whatsoever for or with respect to Lockhart ISD's use of any Lockhart ISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of Lockhart ISD. Lockhart ISD covenants and agrees that:

- a. Lockhart ISD shall be solely responsible, as between Lockhart ISD and the City and the agents, officers and employees of the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by Lockhart ISD or its agents, officers, employees, and subcontractors, while on Lockhart ISD property or while using any Lockhart ISD facility or performing any function or providing or delivering any service undertaken by Lockhart ISD pursuant to this Agreement.
 - b. For and with respect to the services to be provided by the City to Lockhart ISD pursuant to this Agreement, Lockhart ISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, reasonably expected to insure Lockhart ISD and its agents, officers, and employees from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by Lockhart ISD, its agents, officers, employees, and subcontractors in the course of their duties.
- 7.5 Lockhart ISD shall have no liability whatsoever for or with respect to the City's use of any City property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the City. The City covenants and agrees that:
- a. The City shall be solely responsible, as between the City and Lockhart ISD and the agents, officers, and employees of the Lockhart ISD, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the City or its agents, officers, employees, and subcontractors, while on the City's property or while using the any of the City's facilities or performing any function or providing or delivering any service undertaken by the City pursuant to this Agreement.
 - b. For and with respect to the services to be provided by the City to Lockhart ISD pursuant to this Agreement, the City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to insure the City and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by the City, its agents, officers, employees, and subcontractors in the course of their duties.
- 7.6 It is specifically agreed that, as between the Parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.
- 7.7 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither Lockhart ISD nor the City waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.

- 7.8 No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor Lockhart ISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.
- 7.9 Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of any of the City or Lockhart ISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by Lockhart ISD, and all governmental and proprietary functions and services traditionally provided by the City, shall be and remain the sole responsibility of each such party.

Article 8
TERM

- 8.1 The initial term of this Agreement shall commence on August 1, 2022, and continue through June 30, 2023, and shall automatically renew for an annual term commencing on August 1st, thereafter, unless terminated earlier, in writing, by either party.
- 8.2 If the City wishes to renew this Agreement subject to a change in Lockhart ISD's annual payment for the SROs' salaries and related costs, the City shall provide Lockhart ISD with written notice of that requested change, including a revised Summary of Calculations for Costs, no later than April 1st of the calendar year. Unless Lockhart ISD notifies the City in writing of its agreement to the change in annual payment by June 15th, the Agreement between the City and Lockhart ISD shall terminate at the end of the term.
- 8.3 After the initial annual term of this Agreement, Lockhart ISD and the City will agree on the annual amount payable for the SROs' salaries and related costs by executing an agreed upon Summary of Calculations for Costs.
- 8.4 This Agreement may be terminated at any time by either Party, without cause, by giving the other party a minimum of sixty (60) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.5 This Agreement may be terminated by either Party, for cause, by the giving the other party a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.6 In the event the Parties are unable to reach a mutual agreement on the terms of the Memorandum of Understanding described in Article 3 above by August 1st of the annual term, any Party will have cause to terminate its participation in the Interlocal Agreement by giving the other Parties a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.7 Termination will not relieve Lockhart ISD of its obligation to pay the City for any amounts due and payable for services performed prior to termination. Lockhart ISD is not obligated for any costs or payments that accrue after the termination of this Agreement.

ARTICLE 9
NOTIFICATIONS

9.1 All correspondence and communications regarding this Agreement shall be directed to:

CITY OF LOCKHART
Attn: Chief of Police

LOCKHART INDEPENDENT SCHOOL DISTRICT
Attn: Superintendent of Schools

9.2 Notices provided pursuant to this Agreement must be in writing and hand-delivered or sent by certified mail, return receipt requested.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.

10.2 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.

10.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Caldwell County, Texas unless otherwise mandated by law.

10.4 No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

10.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

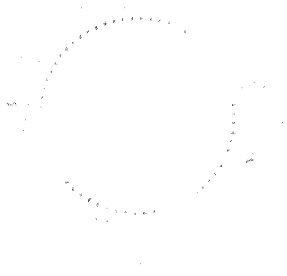
10.6 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the 22nd of July 2022.

August

CITY OF LOCKHART, TEXAS

By *Lew White*
Lew White, Mayor, City of Lockhart



ATTEST;
By *Connie Constancio*
Connie Constancio, TRMC City
Secretary/Administration Services Mgr.

LOCKHART INDEPENDENT SCHOOL DISTRICT

By *Michael Wright*
Michael Wright, President, LISD School Board

ATTEST:
By *[Signature]*
Tom Guyton, Secretary, LISD School Board

2022-2023 SRO Cost Summary

Exhibit A

	High School	Jr. High	Supervisor	Total
Salary	\$ 68,149.71	\$ 57,566.29	\$ 70,892.02	\$ 196,608.02
Benefits	\$ 28,622.88	\$ 24,177.84	\$ 29,774.65	\$ 82,575.37
12 month total cost	\$ 96,772.59	\$ 81,744.13	\$ 100,666.67	\$ 279,183.39
Percent LISD: 66.15% (1,376 hrs/2,080 hours)	\$ 64,015.07	\$ 54,073.74	\$ 66,591.00	\$ 184,679.81
Times percent of time charged to LISD:	100%	100%	100%	
Total LISD Salary/benefits costs	\$ 64,015.07	\$ 54,073.74	\$ 66,591.00	\$ 184,679.81
Cost per hour	\$ 46.52	\$ 39.30	\$ 48.39	
Vehicle Costs (\$45,436/8 years + \$1,360.45 maint)	\$ 7,039.95	\$ 7,039.95	\$ 7,039.95	\$ 21,119.85
Uniforms and equipment				
12 month costs	\$ 5,051.00	\$ 5,051.00	\$ 5,051.00	\$ 15,153.00
Divided by 5 years useful life	\$ 1,010.20	\$ 1,010.20	\$ 1,010.20	\$ 3,030.60
Grand Total	\$ 72,065.22	\$ 62,123.89	\$ 74,641.15	\$ 208,830.26
Cost per hour:	\$ 52.37	\$ 45.15	\$ 54.25	\$ 50.59

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 5, 2024

AGENDA ITEM CAPTION: Discussion and/or action to consider Ordinance 2024-07 amending un-codified Ordinance 2018-07 Section II (F) regarding the assignment of School Resource Officer within the Lockhart Police Department with all other sections of Ordinance 2018-07 remaining unchanged.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: LISD has proposed to temporarily increase the assignment pay of Lockhart Police Officers assigned by the Police Chief as School Resource Officers at LISD campuses from March 25, 2024 through May 26, 2024. LISD will cover the expense of this increase as stated in the "First Addendum of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart."

Civil Service - Local Government Code Chapter 143, permits an ordinance to establish assignment pay and shift differential pay for fire fighters and police officers that perform specialized assignments such as School Resource Officer. This was done by passing Ordinance 2018-07 which includes a \$200 per month school resource officer assignment pay. The proposed amendment authorizes an additional assignment payment of \$1,080 per week, as proposed by LISD, to be paid to Lockhart Police Officers assigned as SROs. Currently, the Lockhart Police Department has one SRO assigned to LISD campuses. LISD currently utilizes off-duty Lockhart Police Officers as well as officers from other law enforcement agencies for additional staffing. These officers are paid a premium off-duty hourly rate and do not receive the SRO assignment pay.

The additional pay is proposed to be for a term of March 25, 2024 - May 26, 2024. After May 26, 2024, SRO assignment pay would return to the current \$200 per month. Discussions are ongoing regarding possible additional SRO assignment pay for the 2024-2025 school year. If there is future additional pay proposed by LISD for 2024-2025, it will be presented to City Council at a later date.

In accordance with the "First Addendum of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart," the proposed temporary additional SRO assignment pay would be funded by LISD. Therefore, the additional pay should not have a financial impact on the City.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: The proposed "First Addendum of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart" is scheduled to be considered by the City Council during the March 5, 2024 Council meeting.

COMMITTEE/BOARD/COMMISSION ACTION: LISD School Board to consider the "First Addendum of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart" during their March 2024 meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Discretion of the City Council.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2018-07, Proposed Ordinance 2024-07 regarding SRO assignment pay

ORDINANCE 2018-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS REPEALING UN-CODIFIED ORDINANCES 2015-18, 2015-21, AND 2018-03 IN THEIR ENTIRETY AND ADOPTING UN-CODIFIED ORDINANCE 2018-07 CREATING "ASSIGNMENT PAY" FOR CERTAIN ASSIGNMENTS WITHIN THE FIRE AND POLICE DEPARTMENTS AND ESTABLISHING "SHIFT DIFFERENTIAL PAY" FOR MEMBERS OF THE POLICE DEPARTMENT; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart adopted Chapter 143 of the Texas Local Government Code for its police and fire departments; and,

WHEREAS, there are specialized assignments within the Fire and Police Departments that certain fire fighters and certain police officers perform that are not performed by every fire fighter or every police officer; and,

WHEREAS, § 143.042 of the Texas Local Government Code states that the governing body of a municipality may authorize assignment pay for fire fighters or police officers who perform specialized functions in the Fire or Police Department; and,

WHEREAS, § 143.042 (c) of the Texas Local Government Code requires that the governing body must set forth in an ordinance the amount of assignment pay and the conditions under which it is to be payable to members of the Fire and Police Departments; and,

WHEREAS, § 143.043 of the Texas Local Government Code permits municipalities to authorize assignment pay for members of the Police Department who perform the duties and responsibilities of the field training officer program; and

WHEREAS, § 143.047 of the Texas Local Government Code permits municipalities to authorize shift differential pay for members of the Police Department who work a shift in which more than 50% of the shift worked is after 6 p.m. and before 6 a.m.; and,

WHEREAS, Ordinance 2015-18 was adopted by the Lockhart City Council on August 18, 2015 establishing assignment pay, and is hereby repealed; and,

WHEREAS, Ordinance 2015-21 was adopted by the Lockhart City Council on September 15, 2015 amending Field Training Officer pay for members of the police department, and is hereby repealed; and

WHEREAS, Ordinance 2018-03 was adopted by the Lockhart City Council on March 20, 2018 establishing Bailiff Warrant Officer assignment pay for members of the police department, and is hereby repealed.

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

I. The matters and facts set forth in the preamble are hereby found to be true.

II. The assignment pay for certain assignments within Fire and Police Departments are defined as follows:

A) The assignment of "Fire Prevention Officer" is a specialized function within the Lockhart Fire Department and that assignment involves developing, planning and conducting fire and life safety education programs suitable to needs of the community, performing fire inspections as may be necessary in the absence of the City Fire Marshal, compiling monthly reports of all fire and life safety education activities conducted by the fire department, working in conjunction with the Fire Chief to promote fire and life safety as the primary objective of the fire department, and conducting in-service training related to fire and life safety education for all fire suppression personnel. When a member is designated by the Fire Chief or his designee to serve as "Fire Prevention Officer" for the Fire Department, that member is entitled to receive Six Hundred Dollars (\$600.00) per year as Assignment Pay.

B) The assignment of "Chief Training Officer" is a specialized function within the Lockhart Fire Department and that assignment involves developing, planning and coordinating training for all Career and Reserve firefighters in such a manner so as to meet the minimum requirements established by the Texas Commission on Fire Protection (TCFP) and/or the Texas Department of State Health Services (TDSHS), as may be applicable to the certification level held by each individual within the fire department, maintaining all training and incident records of the fire department, coordinating specialized training classes as may be deemed appropriate to meet the minimum criteria established by the Insurance Services Office (ISO) grading schedule, maintenance and replacement of equipment assigned to the Training Division of the fire department, and coordinating all training conducted at remote sites (i.e. accredited training facilities) which may be used from time to time by the fire department. When a member is designated by the Fire Chief or his designee to serve as "Training Officer" for the Fire Department, that member is entitled to receive Eighteen Hundred Dollars (\$1,800.00) per year as Assignment Pay.

C) The assignment of "Criminal Investigator-Detective" is a specialized function within the Lockhart Police Department and that assignment involves investigating higher grade misdemeanors and felonies for prosecution in County and District Court. When a member is designated by the Police Chief or his designee to serve as "Criminal Investigator—Detective" for the Department, that member is entitled to receive Two Hundred Dollars (\$ 200.00) per month as assignment pay.

D) The assignment of "Field Training Officer" is a specialized assignment within the Lockhart Police Department. The assignment of "Field Training Officer" involves training and evaluating police recruits on the policies, practices, and procedures of the Lockhart Police Department. The Police Chief or his designee assigns capable Police personnel to this position of responsibility in accordance with his or her demonstrated knowledge and familiarity with the Field Training Officers Program. Because the assignment of "Field Training Officer" requires additional and specialized duties, when a member holds the appropriate certifications AND is designated in writing by the Police Chief or his designee to serve as a "Field Training Officer," that member is entitled to receive an additional \$.30 (thirty cents) per hour as "FTO Assignment Pay."

E) The assignment of "Bailiff Warrant Officer" is a specialized assignment within the Lockhart Police Department and that assignment involves security needs of the Lockhart Municipal Court; locating, arresting wanted fugitives of the Court; and collecting fines owed to the Court. When a member of the Lockhart Police Department is designated by the Police Chief or his designee in writing to serve as "Bailiff Warrant Officer" for the Department, and works in that assignment for at least one-half of a month, that member is entitled to receive Two Hundred Dollars (\$200) per month as assignment pay.

F) The assignment of "School Resource Officer" is a specialized assignment within the Lockhart Police Department and that assignment involves placement of a law enforcement officer in the Lockhart ISD campuses to build a working relationship with schools, students, and parents; to address onsite security; to maintain safe schools; to serve as a positive role-model for students; and to provide a direct link with the Lockhart Police Department. When a member of the Lockhart Police Department is designated by the Police Chief or his designee in writing to serve as "School Resource Officer" for the Department, that member is entitled to receive Two Hundred Dollars (\$200) per month as assignment pay.

III. "Shift Differential Pay" should be paid to members of the Lockhart Police Department in the following manner:

Night Shift (shift starts after 6 p.m.) \$.60/hour (60 cents per hour)

IV. The terms of this ordinance and/or any payment of "assignment pay" do not apply to a member who is performing any of these duties on a "step-up" "acting" or any other temporary basis.

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

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

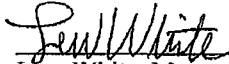
VII. Publication: The City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

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

IX. Effective Date: This ordinance shall become effective and be in full force upon passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
LOCKHART, TEXAS, ON THIS THE 3rd DAY OF APRIL, 2018.

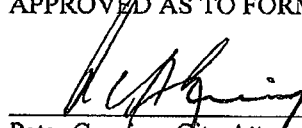
CITY OF LOCKHART

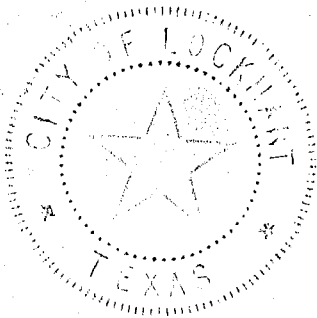

Lew White, Mayor

ATTEST:


Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:


Peter Gruning, City Attorney



ORDINANCE 2024-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AMENDING UN-CODIFIED ORDINANCE 2018-07 SECTION II(F) REGARDING THE ASSIGNMENT OF SCHOOL RESOURCE OFFICER WITHIN THE LOCKHART POLICE DEPARTMENT WITH ALL OTHER SECTIONS OF ORDINANCE 2018-07 REMAING UNCHANGED; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart adopted Chapter 143 of the Texas Local Government Code for its police and fire departments; and,

WHEREAS, there are specialized assignments within the Fire and Police Departments that certain fire fighters and certain police officers perform that are not performed by every fire fighter or every police officer; and,

WHEREAS, § 143.042 of the Texas Local Government Code states that the governing body of a municipality may authorize assignment pay for fire fighters or police officers who perform specialized functions in the Fire or Police Department; and,

WHEREAS, § 143.042 (c) of the Texas Local Government Code requires that the governing body must set forth in an ordinance the amount of assignment pay and the conditions under which it is to be payable to members of the Fire and Police Departments; and,

WHEREAS, the Lockhart City Council, in consideration of a request from Lockhart Independent School District to temporarily increase the assignment pay of Lockhart Police Officers assigned by the Lockhart Police Chief to serve as a School Resource Officer within the Lockhart Independent School District per the “Interlocal Cooperation Agreement between the Lockhart Independent School District and the City of Lockhart,” has determined that assignment pay for the assignment of School Resource Officer within the Lockhart Police Department should be temporarily changed in the interest of a public safety purpose.

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

I. The matters and facts set forth in the preamble are hereby found to be true.

II. That Section II (F) of un-codified Ordinance 2018-07 is hereby amended as follows:

F) The assignment of “School Resource Officer” is a specialized assignment within the Lockhart Police Department and that assignment involves placement of a law enforcement officer in the Lockhart ISD campuses to build a working relationship with schools, students, and parents; to address onsite security; to maintain safe schools; to serve as a positive role-model for students; and to provide a direct link with the Lockhart Police Department. When a member of the Lockhart Police Department is designated by the Police Chief or his designee in writing to serve as “School Resource Officer” for the Department, that member is entitled to receive Two Hundred Dollars (\$200) per month as assignment pay.

a. After approval of the “First Addendum to Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart,” the assignment for School Resource Officer shall also include a \$1,080 per week assignment pay from March 25, 2024 through May 26, 2024. This additional assignment pay shall cease at the end of the school year, on May 27, 2024.

III. The terms of this ordinance and/or any payment of “assignment pay” do not apply to a member who is performing any of these duties on a “step-up” “acting” or any other temporary basis.

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

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

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

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

VIII. Effective Date: This ordinance shall become effective and be in full force upon passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 5th DAY OF MARCH, 2024.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 5, 2024

AGENDA ITEM CAPTION: Discussion and/or action to consider a proposal from Studio Steinbomer to provide Construction Documentation and Construction Phase services for the renovation of Fire Station No. 1 at 201 W. Market St.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins, Joseph Resendez

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION: Studio Steinbomer prepared a Fire Station No. 1 condition report, structural condition survey, and preliminary design drawings in 2021. An asbestos survey and report was completed on February 14, 2024, by an environmental services contractor.

The Studio Steinbomer architectural services proposal for the renovation of Fire Station No. 1 will provide design and construction observation services to include Design Development, Construction Documents, and Construction Observation Services. The updated proposal also includes Hazardous Materials Abatement Coordination services to assist the environmental services contractor in coordinating asbestos abatement.

In addition, the proposal anticipates a Construction Manager at-Risk (CMAR) delivery method for construction and will not be publicly bid through the typical competitive sealed bidding process. Studio Steinbomer recommended this delivery method due to the project being a remodel of an existing building with historic preservation considerations as opposed to a new build construction project.

The CMAR delivery method provides for the general contractor to assume the risk for construction at the contracted price/Guaranteed Maximum Price (GMP) and provide consultation to the City regarding construction during and after the design of the project. Benefits of this method include proactive modifications during the design phase, which are more cost-effective than making changes on the construction site. This will also mitigate potential delays due to any design changes during construction. In comparison, the competitive sealed bidding process requires all drawings and specifications by the design team to be completed prior to the publishing of the bid.

Studio Steinbomer will assist the City in developing and publishing the Request for Proposal (RFP) for procuring a CMAR contractor and provide input as needed during the selection process. Award of the CMAR contract will be presented to Council at a later date.

The Fire Station No. 1 project scope includes life safety upgrades such as fire sprinklers, fire alarm system, diesel exhaust removal, enhanced living and working quarters on the second floor, exterior upgrades, and abatement of asbestos containing materials identified in the

City of Lockhart, Texas

Council Agenda Item Cover Sheet

asbestos survey and impacted by remodel construction.

Fire Station No. 1 is located within the Lockhart Historical District. The Lockhart Historical Preservation Commission (LHPC) will review any proposed changes to the exterior of the building, as well as any interior work that impacts load-bearing walls.

The consulting services for the asbestos abatement specifications, on-site project management, and PCM air monitoring will be provided by an environmental services contractor in a separate agenda item.

PROJECT SCHEDULE (if applicable): Estimated construction time of six months.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The estimated total construction cost, at the current scope, is approximately \$673,000. Additional Architect and Engineering fees of \$49,750 are also anticipated for updates to the Current Drawing, Construction Documentation and Construction Phase Services. Lastly, asbestos abatement consulting fees of \$12,378.

PREVIOUS COUNCIL ACTION: City Council received the initial Fire Station No. 1 Condition Report at the May 4, 2021, City Council Meeting. A second briefing to the city council was presented on December 5, 2023.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends the approval of the proposal from the City's architect to provide Construction Documents and Construction Observation for the renovation of Fire Station No. 1 at 201 W. Market St.

LIST OF SUPPORTING DOCUMENTS: Studio Steinbomer Proposal for Architectural Services Feb. 19, 2024, Fire Station #1 - Cost Escalation 2-23-24, Fire Station 1 Condition Report 3-2021, Lockhart Fire Station #1_Rev. 21_0223, TSEN Engineering - Structural Condition Survey - 11-2-2020



July 26, 2023
Revised February 19, 2024

Randy Jenkins
City of Lockhart, Texas
1911 Borchart Dr
Lockhart, TX 78644

RE: Proposal for Construction Documentation and Construction Phase services for Fire Stations #1

Dear Mr. Jenkins:

We at **Studio Steinbomer Architecture and Interiors** are pleased to provide you and the City of Lockhart (henceforth referred to as "Owner") with the following fee proposal for architectural services to provide Construction Documents and Construction Observation for the renovation of Fire Station #1, 201 W. Market Street, Lockhart, TX 78644. In addition to architectural services, this proposal also covers fees and services for the following consultants:

- **Wilson Girgenti** – Mechanical, Electrical, and Plumbing Engineering
- **Tsen Engineering** – Structural Engineering

Both of these groups of engineers have extensive experience teaming with us on projects such as this and in-depth prior experience with this building.

I. PROJECT SCOPE PARAMETERS

The scope of this project will be to update, modify, develop, and complete the work delineated in the **Fire Station #1 Condition and Feasibility Study** and accompanying drawings completed in the Fall of 2020 (attached to this proposal as reference), and amended by our conversation with Randy Jenkins in May of 2023. The Design Team will provide design and construction observation services to include Design Development, Construction Documents, and Construction Observation Services. Formal design review submissions are anticipated at 50% Construction Documents. It is currently anticipated this project will use a CMAR delivery method for construction and will not be publicly bid.

II. BASIC SERVICES

Construction Documentation provided for the following. Project elements considered new scope from the previously completed work are shown in *italics*:

Architectural Improvements:

- Review of 2018 IBC and IEBC building codes for any potential impact on project scope. (Feasibility study was performed under 2015 IBC.)
- Update and remodel to existing 2nd floor kitchen.

- Update and remodel to existing 2nd floor restroom. Current drawings will be revised to include a urinal and relocate the water heater.
- Remodel of 2nd floor to include new bunk rooms and conversion of existing training rooms into a new Day Room.
- New flooring and paint throughout the upstairs remodeled area.
- New exterior color scheme and painting of exterior woodwork
- Investigation of existing covered arch-top windows on the second floor to determine if they can be re-opened.
- New garage doors and openers as a bid alternate.
- New Fire Station #1 signage added to South side of building.

Fire and Life Safety Improvements:

- New fire sprinkler system installed throughout.
- New smoke detectors installed throughout
- Improvements to first floor fire truck bay ceilings to provide required fire separation.
- Improvements to both stairs for improved egress and fire separation between living quarters and fire truck bays.
- New fire truck exhaust system

Hazardous Materials Abatement Coordination:

- *Coordinate with City's CIH consultant to align areas of abatement and replacement of removed materials into the Construction Documents*
- *Coordination of Construction Document Add Alternate for the remediation of the existing windows to include documentation of window types and methodology of reglazing the existing window sashes once the asbestos containing materials has been abated.*

Mechanical, Electrical & Plumbing Improvements:

- New hot water heater
- New 1st floor restroom ventilation
- Replacement and supplementation of existing emergency lighting systems
- Relocation and reconfiguration of existing 2nd floor HVAC
- New electrical panels to replace existing damaged and/or unsafe electrical panels
- New exit signs as required by code.

Structural Improvements:

- Structural analysis and detailed of any required structural repairs.

Meetings and Client Reviews:

We anticipate a total of 3 in-person meetings. All other project communications will take place via email, phone, or video conferencing. In-person meetings to be distributed as follows:

- One kick-off meeting and review of any potential scope changes.
- One 50% construction document review and "page-turn" of current project progress
- One final review meeting prior to the work being 100% complete and issued for bidding and construction.

ASSUMPTIONS, EXCLUSIONS, AND CONDITIONS:

The scope of services presented herein and associated proposed fees are based upon our understanding of the proposed scope of work. Changes in the project that affect the underlying contract assumptions may impact the required professional service fee. This proposal is based on the following assumptions, exclusions, and conditions:

- Owner requested additional meetings/trips will be billed as an additional service at the attached rates.
- Owner required changes to the state scope of work will be billed as additional services.
- Owner requested changes to the scope of work after the commencement of construction documents will be billed as an additional service.
- It is assumed this work will be constructed by a pre-selected Construction Manager and not via a competitive sealed public bid. If public bidding is chosen by the City of Lockhart, additional services may be required to produce the required specifications and instructions required for public bidding as well as attendance at any pre-bid meetings required for the process.
- This proposal assumes that all available site and building documentation (including site topographical and tree surveys, deed restrictions, covenants, etc) will be provided by the Owner and shared by the Client and Project Team.
- The Owner will provide access to the sites as necessary for field investigation and existing conditions confirmation.
- If required for the stated scope of work, the Owner shall furnish the following tests/results and information to the A/E Team: core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; geotechnical reports.

IV. FEES:

Basic Services

The lump sum fee to provide the anticipated services outlined above shall be as follows:

Updates to Current Drawing and Construction Documentation:	
Architectural	25,000
MEP	7,500
Structural	5, 750
	\$38, 250
Construction Phase Services	
Architectural	\$7,500
MEP	\$4,000
Structural	hourly, if required
	\$11,500

Total Fees for Services

\$49,750

Fees for services are invoiced monthly based on the percentage of completion of each phase of work.

V. REIMBURSABLE EXPENSES:

Reimbursable expenses are billed in addition to compensation for architectural services. These expenses include, but are not limited to, printing and reproductions, delivery services, mileage, airfare and overnight expenses, filing fees for governmental review and inspection, and consultants required for your project. Reimbursable expenses will be billed at cost plus 15%. Mileage shall be billed at the current standard IRS mileage rates. Reimbursable expenses greater than \$500 will be approved by client prior to billing.

VI. ADDITIONAL SERVICES:

Additional Services will be billed at the attached hourly rates and include, but are not limited to, the following:

- Services due to owner-initiated changes to the design and documents during the conceptual design, including changes to the building size.
- Changes and/or increase in Project Scope or Scope of Architectural Services resulting from project assumptions as defined in the proposal which prove to be incorrect.
- Changes to scope due to unforeseen building conditions
- Additional requested meetings or site visits other than those previously mentioned.

We thank you for this opportunity, and we look forward to working with you.

Sincerely,

Studio Steinbomer

Accepted By:

Name Date

Name Date

Attachments: General Terms and Conditions

GENERAL TERMS AND CONDITIONS

Year 2024 Hourly Billing Rates for Architectural Services:

Principal	\$250
Senior Project Manager	\$200
Project Manager	\$180
Project Support	\$150

Reimbursable expenses are billed in addition to compensation for architectural services. These expenses include printing and reproductions, delivery services and subconsultants necessary for your project. These expenses will be billed at cost with a 15% administrative fee.

We bill clients monthly for our services and ask that clients understand that all invoices are due upon receipt. Amounts unpaid forty-five days after the invoice date shall bear interest at the rate of 10% per annum. Regrettably, we must suspend work on the project if payment is not received within 60 days from the date of the invoice.

Projects put on hold, at the client's request, for a period of one year or more are subject to Billing Rates in effect at the time the project is restarted.

We traditionally ask for a retainer in the amount of \$2500 for new projects of this size. The retainer will be shown on all invoices and will be deducted from the last bill at the close of your project.

The drawings we create are the instruments of conveyance of services performed and are not subject to state sales tax. All drawings created by our firm remain the property of this firm and may not be used by any other person or companies for any other construction or research purposes.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners, 505 E. Huntland Drive, Austin, Texas 78752, (512) 305-9000.

Lockhart Firestation #1 - Opinion of Probable Costs - UPDATE FROM SPRING 2021				
2/23/2024				
Construction Cost Index Escalation - Austin/Central Texas				
2021				
Q2	5.3%			
Q3	2.6%			
Q4	2.76%			
2022				
Q1	4.36%			
Q2	1.47%			
Q3	2.19%			
Q4	0.29%			
2023				
Q1	0.46%			
Q2	0.5%			
Q3	0.5%			
Q4	0.5%			
2024				
Q1	0.5%			
Q2	0.5%			
Total Escalation	21.93%			
Estimated Probable Cost - March 2021	\$ 369,784.00			
Project Escalation (21.93%)	\$ 81,093.63			
Escalated cost to Q2 2024 (21.93%)	\$ 450,877.63			
Additional Scope Added				
Allowance for new garage doors & openers	\$ 50,000.00			
Allowance for exterior building signage	\$ 3,500.00			
Allowance for exterior window repair & reglazing	\$ 25,000.00			
Estimate for Asbestos abatement	\$ 33,000.00			
Allowance for additional Gyp Bd to be replaced and finished due to abatement (2800sf)	\$ 19,600.00	2800sf @ 7\$		
Allowance for Additional Flooring to be replaced due to abatement (80 sf)	\$ 3,200.00	80sf @ 40\$ sf		
	\$ 134,300.00			
Estimated Probable Cost Q2 2024	\$ 585,177.63			
15% Project Contingency	\$ 87,776.64			
Revised Estimate of Probable Construction Cost	\$ 672,954.28			
Project Soft Costs				
Asbestos CIH	\$ 12,378.00			
A/E fees for CD/CA	\$ 49,750.00			
Total Soft Costs	\$ 62,128.00			
Total Project Costs	\$ 735,082.28			

FIRE STATION #1 CONDITION REPORT Lockhart, TX

Report on Existing Building and Life/Safety
concerns as of March, 2021



Prepared by

Studio Steinbomer Architects and Interiors;
Wilson and Girgenti MEP Engineers; Tsen
Structural Engineers

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PROPOSED RENOVATIONS PLANS

MEP DRAWINGS

Mr. Steven Lewis, City Manager
City of Lockhart, Texas

Re: Executive Summary for Report on Conditions and Life Safety Renovations, Fire Station #1

Mr. Lewis:

This is a summary of anticipated work actions and estimated associated costs, for the items described in our Report. This set of actions are intended to *not* alter the historic aspects of the building and the scope is primarily limited to inside the walls.

The primary goal is to address the necessary Life/Safety requirements of the building and to enhance the living and working quarters for our firefighters.

*Major portions of anticipated life/safety work include the installation of a full automatic fire suppression system (sprinklers), fire/smoke notification system, air scrubbers for noxious gases in the apparatus bays, enhanced fire/smoke protection on the ceilings and stair walls of the first level, enhanced emergency exiting from the second level.

*Living and working quarters renovations includes upgrade both restrooms up and down, and upstairs fully renovated kitchen, sleeping quarters, most ceilings and floor finishes.

Life/Safety

Automatic Sprinkler fire suppression system throughout the building

Fire/smoke sensing and alarm system

Upgrades to hazardous electrical panels and switchgear

New air scrubbers for noxious gases in Apparatus Bays below sleeping areas.

Enhanced fire/smoke barrier between Apparatus Bays and sleeping areas above.

Enhanced emergency exiting from second floor.

Enhanced Living and working quarters for Firefighters.

Restroom on first floor renovated including exhaust air vent, reduced tripping hazard.

Restroom on second floor completely renovated with new expanded shower, new finishes, move existing furnace #2 which was in this room.

Kitchen: replace cabinets, appliances and reorganize for better utilization.

Relocate existing furnace #2 to above ceiling and new ductwork throughout that system.

Remodel one room bunk style sleeping quarters to three separate rooms, allows for gender diversity and privacy

New ceilings and LED lights throughout new ceiling areas. New floor finishes.

Exterior

Repaint wood trim, touch up some brick masonry that could use it.

Estimated costs per scope includes Construction Management and Payment and Performance

Bonds:

General Costs and Demolition	\$ 69,850
Finishes, Doors, and Ceilings	117,840
Appliances and Cabinetry	13,614
Plumbing	4,251
Fire Suppression Sprinkler system	30,077
Mechanical/HVAC	29,698
Air Scrubbers	40,005
Electrical	53,569

Estimated Probable Cost of Construction Scope described	\$369,784
Contingency estimate including costs at anticipated time of bid 15% (Rising material pricing, bid environment)	\$ 55,486

Potential total construction cost at this scope, late Fall 2021 **\$425,252**

Potential A/E design fees, current scope Design Development, Construction Documents through Construction Period:

MEP engineer

Design Documents for Permit	\$ 7,000
Construction Period	\$ 4,000

Structural engineer \$ 3,000

Architectural

Design Documents for permit	\$11,000
Construction Period (Site visits, coordination, submittals, reviews)	\$ 5,000

Anticipated A/E fees **\$ 30,000**

We would also anticipate costs incurred directly by the City Facilities Department for example: the connection of the fire line once the new larger neighborhood improvement extension reaches this point; any external backflow preventer unless we can accommodate it in the Riser assembly as check valves instead of backflow valves in a vault. We anticipate doing the interior approach as we did at Fire Station #2. And that cost would be in the construction budget.

These costs do not include any work on the roof, tower, exterior entry doors or other doors, windows, added insulation and any other items not called out on preliminary drawings and outside estimate.

Given the ongoing rise in construction materials costs and the likelihood that this project may not go to bid before Fall 2021, the Contingency Estimate included above may be light by 10% or more.

Purpose

The primary purpose of this report is to document the portions of the existing building which may need functional updating and with more attention directed to important life-safety issues for occupants and the better protection of the building.

Portions of this report are primarily focused on the historic original building with brief review of the additional bay and wash room/storage area on the west and north sides of the western end of the original brick building.

Throughout the descriptive text are comments related to the proposed and recommended changes or upgrades, either for this estimating phase or the future. *These comments are highlighted in italics and in blue if recommended but not included in this estimating exercise.*

This report is not intended to make an historic preservation analysis or recommendations regarding important aspects towards preserving the integrity and longevity of the exterior historic fabric of the building particularly. That is an important process and it is hoped that can be undertaken in the near future. All practical and reasonable considerations towards not disrupting the historic fabric are included in the work to be undertaken as part of the basic intentions.

It is important to make note of the fact that, counter to what most of us might assume, the building does not seem to be listed on the National Register of Historic Places or have a Texas Historical marker in recognition of historic value, and it is not included in the downtown Courthouse Historic District.

Those designations have value in analyzing what work must be done to comply with the Building Codes and it may be compared to what a new building requires. Another factor that would work in the favor of doing what is best for the needs of the building and yet not a lot of added restrictions, would be the application of the *IEBC—International Building Code*. It is a part of the IBC suite of codes but was not adopted by the City when the switch was made to 2015 codes. I am told that the City is considering going to a later edition of the IBC and at that point it would be helpful to include the IEBC. Not only for the City's historic or older buildings, but for private citizens as well.

Building Description and Basic Existing Conditions

The exterior building shell is comprised of loadbearing brick masonry and appears to be in substantially good condition. It has been used as a fire station from its inception but also housed a variety of other purposes, including a jail and other civic functions. Some modifications have necessarily been made over the years but with not too much impact on the actual structure. The building is now and has been for some time, used entirely for Fire Department purposes. The ground floor level, especially on the south side where the large bay doors are, appears to be four courses, or wythes, of brick. The walls could have easily been supported with three wythes, but common practice was to lay another course of brick inside up to the point of the floor joists, where that course stops and forms a shelf for the second floor framing—meaning the upper portion of the wall is three bricks deep. That is most clearly evidenced along the west stairs at the point where the second floor framing aligns.

The south and east “face” brick walls are laid using a smooth running bond with header courses interspersed usually at intervals of five course running and one course header, but both facades use differing methods of arranging the courses for decorative effect. Some course are laid “proud”, sticking out an inch or so and some are laid recessed. The north and west walls are laid with a softer “common” brick walls are laid with a combination of running bond and header courses, with five courses of running bond between single header courses.

The bottom few courses of the east and south facades are laid with the reddish common brick utilized on the north and west sides. *This brick is a softer material and especially on the north side, shows signs of some deterioration, perhaps from freeze-thaw cycles damaging the surface. It is this brick which appears to need careful mortar re-pointing sometime in the future, but is beyond the planned scope of this report or estimate.*

The very well made face bricks are produced by the dry press process of the finest quality and show little to no signs of aging or deterioration. These are a soft tannish color normally associated with a “manganese” additive to the clay, along with small random dark spots achieved by adding bits of iron to the mix before firing. The only one I saw removed was stamped with the letters “TFBCo” associated with an early Texas manufacturer, Texas Fire Brick Company near Elgin.

The original brick walls form a rectangle which in the plan view is 82'-1-3/4" on the east to west axis and 40'-0" on the north to south axis. There is an addition on the west end of the building which is 51'-0-5/8" north to south, and 12'-9-3/4" east to west adjacent to the west side of the original fire house. It is in the shape of an inverted “L” so the northern most portion extends another 15'-8-1/2" to the east.

The building appears to have been built upon a concrete slab-on-grade foundation and remains so today, with no evident subfloor area or basement area. The first level surface is the exposed concrete of the foundation and is not covered except for an epoxy-like coating in the actual apparatus bay areas. Interior floor finishes from numerous earlier renovations completely conceal the original second floor. One portion of that original floor is exposed in a storage closet on the second floor.

The interior finished ceiling conceals most of the original wooden structure and a substantial amount of mechanical and other systems above the second level. Above that lowered ceiling on the second floor, much of the original tin ceiling material remains on the higher, original ceilings. But that

tin and wood ceiling is broken and open in many ways and does not provide an effective barrier between the occupied areas and the attic. *We would prefer of course to remove the lay-in tile ceilings and repair, seal and repaint the tin ceiling. But we assume that will have to wait until someday when the building might become a fully restored museum or other use.* Maintaining the current purpose and keeping an eye for saving money while better protecting the occupants and building, we will place more faith in a *full fire suppression system above and below ceiling and attic, along with a full alarm and nomination system. That is included in our recommendations and estimating.*

The first level ceiling structure is covered with a series of large sheet products with joints concealed by wood strips. These do not appear to be the typical 4' X 8' module in panel products which came much later in the 20th century, and appear to be made of a fairly soft, likely cellulose fiber material with a smoother white finish. (No samples were taken or analyzed but similar products were used elsewhere in this era.) *This is the only barrier between the apparatus bay atmosphere and the second floor wooden framing and flooring. This report includes and recommends covering this entire ceiling and portions of the walls of the stairs with a more fire-resistive material and system. At least one layer of 5/8" Type X gypsum board over 7/8" metal hat channels screwed to the existing joist system—through the existing finish material or directly to the joists if that material is removed. All such finish work should occur after any upgraded MEP or other work is completed. The added bay to the south is not included in that new work. (We encourage comments and review from the Fire Marshal as to this effort. Our intention is to provide a better barrier to fumes, smoke and heat, recognizing that we cannot practically rebuild the floor/ceiling assembly in a true UL recognized assembly for- this application.)*

The floor/ ceiling structure is 2 by 13 wood joists laid on the north/south axis and resting on the outer walls and along a steel or iron beam running through the middle of the building, east to west. That beam, on both floors, is supported by cast iron columns in between the east and west walls. Those beams from that era were often referred to as "Carnegie Beams" and usually in the more traditional "I" section as compared to the "W" wide flange sections we use today. The wood floor above is supported by the wood joists.

The main anomaly to the straightforward building structure is the area on the north side of the building inside where there is substantial concrete structure. On the first level that was used for a jail cell and sally port to the outside and inside. The cell portion is now a restroom. Upstairs that concrete structure forms a substantial concrete incased vault complete with an original vault door. It is currently used for storage.

On the west side of the original building is an additional bay, which currently abuts a small one story private owner building to the west which is part of a small set of retail storefronts dating back many years. The original brick rectangle of the building was expanded at some point with a concrete block one-story structure to house a new firefighting apparatus, currently a brush truck at the time of our photos. That added bay closed the gap between the original brick building and the adjacent single story structures.

Fire Pole

There are stories we heard about the removal at some point of the fireman's pole from the second floor. I did not see indications where it might have been but I did not search deeply. Certainly does not remain.

Roof Structure

The roof structure and coverings were not analyzed at this point but should be in the future. The roof appears to be the same material where visible in all the photos dating back as far as we have seen. Because of its appearance and longevity and period of installation, we believe it is almost certainly a cement-asbestos product. That would have been the best material short of slate or lock-formed standing seam metal at the time of construction. Those roofs have lasted for decades in most installations and have been replaced more often because of changes in style or substantial damage from hail storms.

For primary purposes of this report, we did not look farther into the condition of this material *but we do recommend a review and plan for future replacement with a modern and similar, non-asbestos material.* Removal of asbestos containing materials on a public building, especially on the outside, is somewhat tedious and expensive, and carefully regulated by the State which is entrusted and obliged to enforce EPA regulations. The subsequent costs are higher due to the careful handling of the material being removed by specifically licensed contractors, its collection and encapsulation, and subsequent disposal in a landfill site licensed to receive that material. Nonetheless, if it is deteriorating and prone to occasionally “shed” pieces of roofing material, and *it should be included in the long-term assessment of the building exterior.*

On the long axis of the main roof, there is a low-pitch, nearly flat portion which supports an open web metal tower with a variety of equipment anchored to it—some in active and some active. That roof is accessed by a scuttle hole in the west stairway with a much less than OSHA accepted ladder. Or by an original scuttle hole in the metal ceiling above the Dining area. That access is concealed and inaccessible due to the current lay-in-tile drop ceiling grid. From that access opening, there is a direct wooden slat ladder leading to the hatch at the low-pitch roof some nine feet above.

In our renovation drawings we are recommending a new safer access point with a fixed safer ladder in the existing storage area on the second floor. That is behind a door which could be locked if deemed necessary. From that point where the existing metal ceiling is, about thirteen feet from the floor, a safe walkway will need to be built to convey a maintenance person to the existing slat ladder. Most of that work is included in the drawings and budget. A new safer ladder to the high roof is not at this time.

Brick

The brick is of two basic varieties as typical of masonry buildings from the eighteenth through twentieth century. A well-made high quality and often decorative “Face” brick on the sidewalk or main facades, with more economical “Common” brick utilized for hidden courses behind the face brick and for all sides of the walls which are deemed to be less visible— alleyways and party walls. In this case, the face brick is utilized only on the south and east facades, with common brick back up and exposed common brick only, on the north and west facades.

The face brick on the Station #1 building is a well-made dry-pressed brick of high quality. They are darkened by added colored minerals in the clay body and an added variety by use of “iron spots” which look like dark brown or black freckles across the face of the brick. These spots are deliberately formed by the inclusion of mineral particles in the wet clay prior to forming and firing. The darker color of the body is usually the product of other additives to the natural clay and on

occasion, the result of the clay itself coming from a distinct clay pit source. Usually it is produced by adding minerals which may include manganese or other additives.

The date of construction and the general appearance and size would say the brick could have come from any one of three or four local or regional manufacturers, available by nearby rail delivery or by truck. That would include Elgin Brick for the reddish brick common brick. The face brick are similar in color and size to some made around that time near Elgin by the Texas Fire Brick Co. (usually impressed in the wet clay as "TFBCo"). These brick measure 8-1/4 inches in length by 3-3/4 inches in depth and 2-1/4 inches in height and are well formed with sharp and true edges.

The fact that the face brick and common brick measure the same height, is less common in that period of construction. More often, the common brick was of a slightly greater height or thickness, which leads to some difference in courses where the corners of face brick walls meet common brick walls. It is accommodated by staggering courses of one or the other to eventually meet up with the same course line every five to eight course. The effect is visually noticeable and yields a less perfect bonding at those intersections. By matching the thickness of the brick in this case, the masons were able to form uniform coursing and key in the adjoining facades better.

Exterior Fenestration and Doors

Observation of the windows and glazing in most cases points to a nearly complete set of original window frames and sashes. The original swinging wooden doors for the fire apparatus bays have been long ago replaced with metal overhead doors with motorized operators. At one point a few years ago, the overhead doors in those bays included glass in the upper portions and were probably wooden overhead doors, according to older photos. This type of door is a necessary compliment to the needs of firefighters' rapid response and departure when called upon during an emergency. Those three primary doors are 12'-2" wide and 10'-2" tall. The door in the added bay is 10'-0" wide but taller. The metal overhead door in the east or entry façade is smaller at 10'-0" wide, and shorter. The original overhead transom still exists and is visible from inside the station, covered with painted plywood outside. That bay is not currently housing a vehicle.

Windows and single doors:

The mostly original window glazing is single pane and clear without tint. While that is not ideal for energy conservation it is certainly the most appropriate approach to maintaining the building's historic fabric and appearance. *We would advocate that these windows remain single pane and un-tinted, and we recommend updating and refreshing the paint and sealants around the frame and joints. That will reduce leakage and enhance thermal properties. That effort is included for cost estimating purposes within this report, on the drawings.* Another way to enhance the windows is to add better sealing where the sashes meet the jambs. A small variety of options are available for that, the best being metal weather-stripping applied to the jamb and sill. That is a labor-intensive process and other options might be considered, but it is the most effective way to seal the windows and allow them to still operate. *That effort was not included in the estimating portion of this report.*

Many windows especially on the second floor, have been modified over the years to accommodate changes to the interior, mainly lowered or "drop" ceilings. The solution for the view from exterior—looking into the void over the dropped ceilings—was to apply painted plywood to fill in the upper sections—changing the original arched openings in a major way on the east and south sides. *We would recommend taking a different approach to achieve the goals without the plywood "eye patch" in the arches.* The simplest approach would include removing the painted exterior plywood and applying dark colored or black paint to the inside of the glass, or for a longer solution, just adding a moisture—

resistant dark board inside the window. If that is not accessible in all locations, a similar approach could be taken on the outside. Plastic laminate faced-panels would be long-lasting examples of that approach and only slightly better than the red plywood.

All of these are just half-way and really just cosmetic half-measures with some level of visual improvement. The image of this very proud building is diminished by those window "eyelids".

Ultimately, if the building one day becomes historic and a museum-quality renovation is undertaken, all these windows could be re-opened to higher ceilings inside—with mechanical systems in the huge attic instead of the drop ceiling. *The best interim solution is to install the ceilings in a manner where they must remain "dropped" such that there is a simple turned-up portion behind each window, usually about two to three feet deep into the ceiling. This solution preserves the noble exterior image of the windows and provides a surprising amount of additional light inside. These recommendations are not included for the estimating part of this report.*

In the past, that plywood and all the trim was painted a more neutral color, according to old black and white photos, and it was not as stark or noticeable. The fire engine red paint now draws the attention of the eye more eagerly. A change in color should be considered.

Life/Safety Conditions

(See also the attached report from the MEP engineers.)

By far the most important aspects of concern in this facility are related to protection of life and safety of users and the occasional public visitors. Protecting the building is secondary to protecting people but just as important in terms of also considering means to accomplish the life safety aspects and unlikely potential of collapse in an all-consuming fire event. Sort of works hand in hand.

The age and configuration of this historic building will prevent the City from a complete makeover into a fully Code-complaint structure, but we can make a few significant improvements, each of which adds a level of protection throughout.

Because the building has been continuously occupied since construction with the specific purposes for its current use, the 2015 International Code suite would make significant allowances through the International Existing Building portion of the code. According to the City website, the 2015 codes are adopted. I do not find the exact mention that the Existing Building Code portion has been adopted yet, but doing so is a fairly easy process and useful to undertake.

That Code and National register listing would allow exceptions for relief from some requirements, even some of the ADA /TAS requirements, and some aspects of the fire code, but not the very basic elements in this occupancy.

There is currently no fire suppression system or integrated contemporary fire detection and reporting system as required by Code for this occupancy. That would be important in any building where there are 24 hour occupants and sleeping quarters above a vehicular area. In this case, the nature of the construction would indicate a need for more stringent application of fire protection measures. [This report advocates for that and the engineering drawings provide more detail for that.](#)

It might initially seem to some people that having fire alarms and suppression in a fire station is unnecessary. The people who would respond to a fire are already there right? In fact, they may not be there but out on a call to protect another property or victim. There are cases in other parts of the country even in this decade, where a fire station has burned down because the entire crew was off fighting another fire, and there was no detecting or reporting system in place which would have alerted other fire departments or stations to respond. Further, some of the time, most of the occupants are sleeping and on the second level above the apparatus bays below, and with little to no barriers to the movement of gases and smoke and flames to their level.

The building shell is fireproof construction of solid masonry but the interior construction, of especially the second level, roof and attic, are all wooden structural elements and wooden remodeled interior walls in many cases, with concealed voids above ceilings and in the attic. We note that the only emergency access and egress stair ways are both constructed of wood and have inadequate width (west stair) or handrails. And in each case the doors leading from the second floor to either stair, swing in the wrong direction for emergency egress, or swing dangerously over the stair. [We have indicated on the drawings to replace and relocate those wooden doors with metal doors that have smoke seals and emergency exit hardware. We also have indicated to continue the gypsum board barrier up the sides of these stairways where wood is exposed and could support flames traveling up to the second floor and further endangering egress in an emergency. These are included in the drawings for estimating.](#)

[There are two stairways out of the second level, neither of which is compliant with best practices for true safety exit ways or emergency egress.](#) We can however enhance the safety somewhat without destroying the historic nature. Both have doors which swing inward instead of outward, as required, in

the direction of egress travel.

We can accomplish a better and safer exit on the west stair by adding a vestibule with an out-swinging door, which has smoke seals and fire-resistant construction and a panic bar inside. That provides a landing at the top of those stairs and allows the new door to appropriately swing outward into that vestibule landing. The panic bar only enhances the fast exiting from the upper level crew areas, for egress or emergency calls. *This is what we recommend and is included in the estimating documents. We also recommend applying the same gypsum board installation on the vertical surfaces of the wood part of this stair, all the way up to the original wood ceiling. That would remove the broken lay-in ceiling and close the dangerous attic access, and remove that dangerous wooden ladder. Those can be replaced in the interior storage area with a safer ladder and hatch into the original attic.*

The remainder of that stairway would seem narrow to any current code review, and is not of the construction type we would plan in a new building. It will be very difficult to replace those stairs with ones compliant with current code. If the Fire Administration and City Building Office deem these to be basically acceptable as they are, we can leave the remainder of that stair down to the Bays below. It seems to have served for a very long time. If we need to improve it further we can cut into the floor/ceiling structure and widen the stairs and add handrails on each side. That would help and allow safer transition, but the landing near the bottom and the height of the risers will remain a problem without encroaching on the closest apparatus bay.

We could also rearrange the upper landing and doors of the east stair, so that the doors there, at least one of them, could swing out. We *did show that configuration in this report* and it is easily added. The focus having been on the portions where fire fighters are sleeping or resting or eating. We *do include work* to add handrails on each side of the east stairs, making the current single rail more complete and adding a rail where there is none. We also recommend applying the same gypsum board barrier over the exposed wood wall material on the east stair Inside the apparatus Bays area.

We *did not include, but would advocate for a reworking of the downstairs doorway* emptying to the street sidewalk. The barrier to that, and the reason that doorway opens swinging in and not out, is that there is not enough landing on the outside, top of stairs. To make that safer and more compliant with modern codes, would mean extending the landing and steps farther into the sidewalk area, maybe even turning the steps parallel with the façade to minimize intrusion distance into the sidewalk area. The steps are already over the property line and this would increase it some. That may be moot as long as it is a City-owned building and it has been achieved in other historic buildings in the downtown area, trading a safer entrance for a variance. *We did not include these changes for the estimating drawings included.*

That main doorway is part of an inappropriately modern "storefront" aluminum and glass system which should surely be replaced with more appropriate doors and sidelights in any future major reworking of the exterior. Maybe if the entry stairs and door swing are to be corrected at some point. We did not include any of that work in this estimating set.

A special note, requesting review by the Fire Marshal and Chief. If we were starting from scratch we would all certainly maintain a rated separation between the Apparatus Bays and the washroom. There are currently two openings between the west Brush Truck bay and Laundry room which open into the main Bay area. These are each at a small change in floor level and do not have doors. We did not include reinstalling doors there with automatic closers and smoke seals as we normally would, because we believe those would stay open in any case, just as they are now. They would probably be more than a nuisance so we chose to not indicate those new doors. If review by Building Officials or Fire Marshal lean to inclusion, we will indicate those.

General Upgrades

Restrooms up and down:

Upstairs restroom:

Our recommendations and estimating documents [include a full renovation](#) of the existing upstairs bathroom including relocating the mechanical system and providing for more cabinets and new fixtures, floor finish and wall finish. The shower stall has been replaced in this updated version with a new tiled larger shower. According to a review with a TAS/ADA consultant we are obliged to make the new shower accessible. Anything we replace must be either fully accessible or easily modified with minor adjustments in the future if the floor becomes accessible (as in, an addition of an elevator.) We did not widen the doorways or hallway but we believe these other improvements will be welcomed.

The upstairs restroom rests on a concrete poured-in-place floor, which is open from below through the storage room adjacent to the old jail cells. The plumbing leaks over the many years have eroded some of the steel reinforcing in that concrete. The structural [engineer has included recommendations to repair that concrete in place, without major demolition.](#)

The first level restroom has been renovated with talented in-house expertise in recent years, but we recommend a couple of improvements primarily to correct some tripping hazards and allow better accessibility. It may not entirely comply with the ADA level of accessibility, and we did not hear a mandate to assure that it does. We do believe that the Existing Building Code provisions will not require such an improvement, however a Texas Accessibility Standards review may find a different conclusion. The engineers have indicated improvements for plumbing in that restroom in their drawings, and we have indicated removing the dangerous high curb at the doorway from the Bays into the old jail vestibule. And then infill the lower floor to make that whole path from Bays to restroom more level. That will require the old wooden door separating the vestibule from the storage room to be reworked and raised with a step down into the storage room. [That work is included in the estimate.](#)

The Mechanical engineers have [also indicated installation of an exhaust fan](#) in this room, as per Code.

The [Existing Kitchen is to be fully renovated](#) with new cabinetry, plumbing, electrical and finishes. Some of the work is mandated by access to repair and replace outdated and dangerous electrical equipment and wiring. The lay-in ceiling will be replaced as part of this work and the mechanical system renovations. We have indicated the entire replacement of cabinetry including the three shift dry storage cabinets moved from that side of the kitchen to a section of the west Dining wall.

Mechanical Systems

The existing mechanical systems upstairs were reviewed and the Mechanical engineer has provided recommendations and brief preliminary documents to relocate the relatively new fan/coil and heater from the bathroom, and move it to the existing storage room across the hall from the restroom. The goal is to reuse as much of the existing ductwork as possible. Making that work will require removing and [replacing the entire existing but well-worn lay-in ceiling](#) on the second level, mainly across the Day Room and kitchen and the bunk rooms. That [work is indicated](#) in the brief documents.

Plumbing

The plumbing systems were reviewed and comments and recommended upgrades [are included](#) in the Engineer's report. That includes the work in the restrooms, kitchen and a new water heater.

Fire Suppression System

The most important engineering recommendations and preliminary documentation *include a new complete fire suppressions system and alarm system*. Their plans and ours assign a location for a new Fire Riser room on the first floor. There is an existing outer door in an opening through the wall there and we recommend making that door active again with a metal door and frame and appropriate hardware. There is an existing six inch water line in the street almost immediately east of this new room, and that would allow the new line to be run along the outside of the building instead of cutting through the concrete floor except at the actual entry to the Riser Room. That water line is included in a planned project to be increased to an 8 Inch line in coming years or so. That will be fully adequate to serve this new sprinkler system.

The new fire suppression system will include placing sprinklers in the large wood frame and unoccupied attic space. Because that area is not conditioned with heat that portion will have to be a dry pipe system. That will also be served from the first level fire sprinkler room and will require a separate pipe all the way to the attic, through an existing closet just east of the vault upstairs.

Finishes in and out

We have included recommendations to repaint the wood trim and casings on the exterior, including resealing and carefully repainting the windows and single doors. The overhead doors are to be left alone.

There is a fair amount of new finishing to accomplish on the ceiling of the entire first floor within the Apparatus Bay areas and stairways. Also some new work in the added vestibule at the top of the of the east stairs, in the existing hallway leading to the Day Room, the bunk rooms, and the added walls around the new fire Riser Room. There will be reworking in the bathroom and restroom and kitchen areas too.

We recommend and included the removal of all the carpet throughout the second level. It is more than well-worn and is not respectful to the dedicated personnel who use it.

Historic Photos follow

#1 is similar to current configuration. Some windows and transoms are filled in already on the East or Entry side. Trim is a light color. The added Brush Truck Bay on the west end appears here. Chevrolet Suburban started that body and grille type ca. 1973.

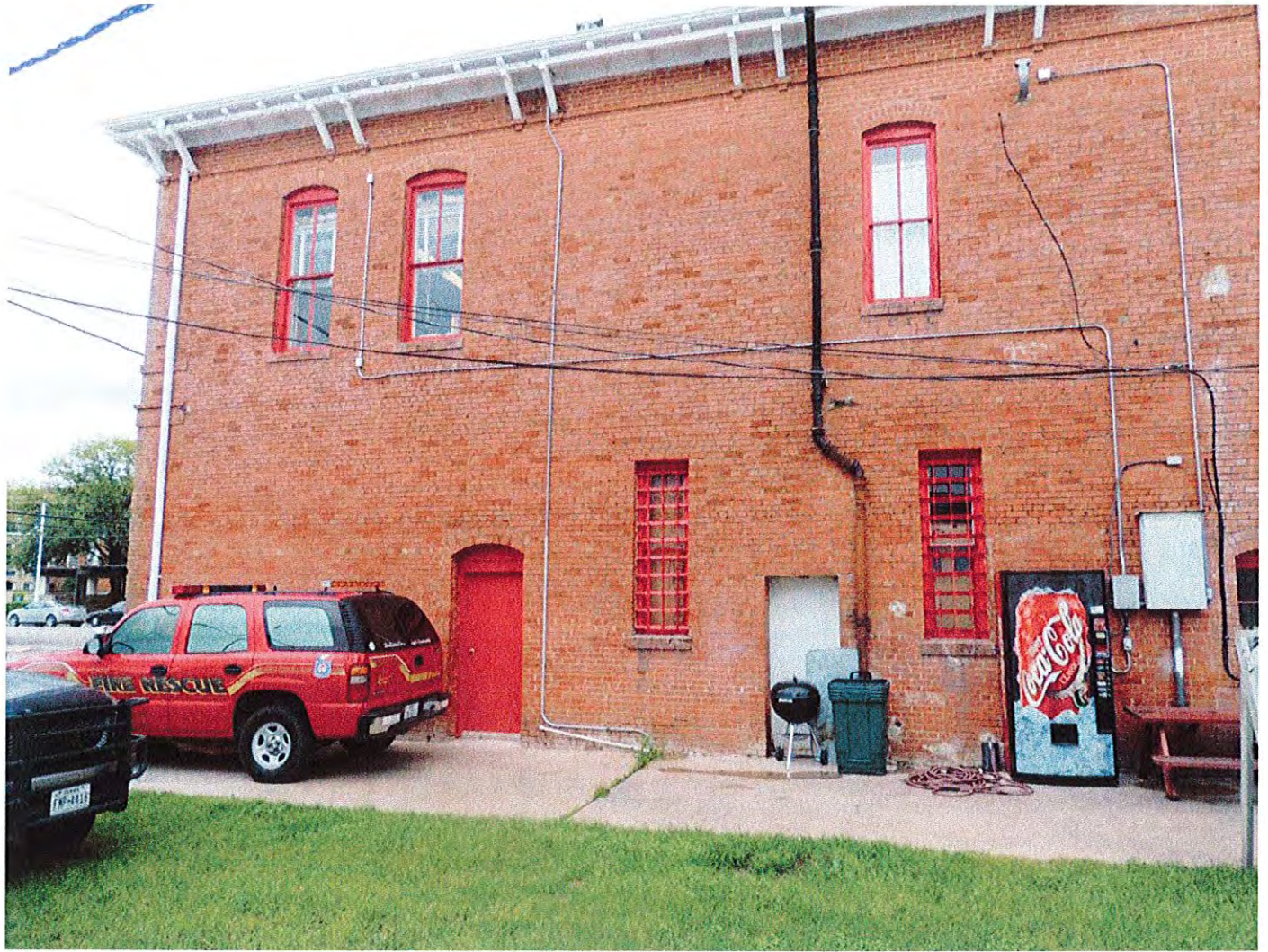
#2 shows the original folded wooden doors. The current doorway in the South side, closest to the east, is still a window here. Large reflector lamps on a fire engine are seen in the shadows. Date unknown.

#3 shows the bay doors in more detail. There is no door at the far west end of this south façade. The westernmost bay door, the shorter one, seems to have a sign reading something to the nature of "Willards Service Station". The vehicles, second and third one at least are Model T era. This appears to be a parade day and they may all be cueing up for a parade to the square nearby. The US Post Office would have been in this photo between the Station and that large two story house in the distance, had it been taken after about 1932.

#4 is the earliest we saw amongst *these historic photos in the current Station administrative area*. This is the closest to the date of construction. Interesting note is the middle and easternmost bay doors are higher with a narrow transom. The westernmost bay has a wider, taller transom and thus a shorter door height. All the overall door head heights align in the same locations exists today. Unclear if the door which once opened from the western stair to the street is already in place here. But it seems to not be there. The siren or bell tower is already in place. Date is unknown. Judging by the "horseless carriage" vehicle, it can easily date to the very earliest dates of construction.









INTERIOR, GENERAL CHARACTER ONLY



Portion of kitchen looking north.

INTERIOR, GENERAL CHARACTER ONLY



INTERIOR, GENERAL CHARACTER ONLY



CITY OF LOCKHART FIRE STATION #1

PROJECT LOCATION
201 W. MARKET ST.
LOCKHART, TX 78644

RENOVATION TO THE
LOCKHART FIRE STATION #1
201 W MARKET ST. LOCKHART, TEXAS 78644

[illegible]

SHEET X OF X
COVER SHEET

A-001

- DRAWINGS REPRESENT ASSUMPTIONS OF EXISTING CONDITIONS BASED ON THE BEST AVAILABLE INFORMATION, INCLUDING FIELD MEASUREMENTS AND PRIOR CONSTRUCTION DOCUMENTATION. EXISTING CONDITIONS CANNOT BE VERIFIED UNTIL WALLS, FLOORS AND/OR CEILINGS ARE OPENED UP FOR CONSTRUCTION. DRAWINGS INDICATE INTENT AND SCOPE OF WORK. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH WORK.
- BEFORE PROCEEDING WITH ANY MAJOR DIVISION OF WORK, VERIFY ALL DIMENSIONS AND RELATIONSHIPS TO NEW AND EXISTING CONDITIONS.
- ALL DIMENSIONS OF NEW CONSTRUCTION ARE TO FINISHED FACE OF WALL UNLESS NOTED OTHERWISE. EXISTING DIMENSIONS ARE TO FINISHED FACE. CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS.
- DO NOT SCALE DRAWINGS FOR CONSTRUCTION OR COORDINATION PURPOSES. USE INDICATED DIMENSIONS, IF QUESTIONS ARISE, CONTACT ARCHITECT FOR CLARIFICATION.
- CONTRACTOR SHALL INSTALL ALL FIREBLOCKING AND FIRESTOPPING IN ACCORDANCE WITH AND AS REQUIRED BY BUILDING CODE.
- CONTRACTORS AND SUBCONTRACTORS SHALL KEEP SITE FREE OF DEBRIS AT ALL TIMES. OWNER WILL PARTIALLY OCCUPY.
- SIZES FOR DOORS ARE NOMINAL AND CONTRACTOR SHALL VERIFY ACTUAL SIZES AND SUITABILITY FOR OPENING LOCATION WITH THE PRODUCT MANUFACTURER PRIOR TO ORDERING. SIZES FOR WINDOWS ARE ROUGH OPENINGS. ANY DISCREPANCIES SHALL BE BROUGHT TO ARCHITECT'S ATTENTION IMMEDIATELY.
- DRAWINGS REPRESENT THE GENERAL INTENT AND SCOPE OF WORK. HOWEVER, NOT ALL PRODUCTS AND INSTALLATIONS ARE DETAILED AND ARE LEFT TO THE DISCRETION OF THE OWNER. CONTRACTOR SHALL CONSULT AND COORDINATE W/OWNER REGARDING ANY ADDITIONAL PRODUCT SELECTIONS AND INSTALLATIONS THAT MAY BE REQUIRED AS PART OF THIS PROJECT, AND CONSULT W/ARCHITECT IF ANY CONFLICTS BETWEEN THESE DOCUMENTS AND OWNER SELECTIONS SHOULD ARISE.
- IT IS THE INTENT OF THESE DOCUMENTS TO PROVIDE A COMPLETE INSTALLATION IN EVERY RESPECT. IF ADDITIONAL DETAILS OF SPECIAL CONSTRUCTION ARE REQUIRED FOR WORK INDICATED OR SPECIFIED, THE CONTRACTOR SHALL CONSULT WITH THE ARCHITECT, MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE SUCH INSTALLATION AND CONSTRUCTION AT NO ADDITIONAL COST TO OWNER.
- THE ARCHITECT WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY CLAIMS, DAMAGES, LOSSES OR EXPENSES ARISING FROM, IN CONNECTION WITH, OR RESULTING FROM THE PERFORMANCE (OR THE FAILURE TO PERFORM) OF ANY ASPECT OF CONSTRUCTION OF THIS PROJECT, WHERE THE OWNER OR CONTRACTOR HAS KNOWINGLY AUTHORIZED OR PERMITTED A DEVIATION FROM ANY DOCUMENT PREPARED BY THE ARCHITECT OR WHERE THE OWNER OR CONTRACTOR HAS ELECTED NOT TO FOLLOW ANY WRITTEN RECOMMENDATION OF THE ARCHITECT.
- ALL CONSTRUCTION WORK SHALL COMPLY WITH THE INTERNATIONAL BUILDING CODE, 2015, AND ALL CITY OF LOCKHART DEVELOPMENT ORDINANCES AND ALL APPLICABLE BUILDING CODES.
- THIS SHEET AND THE INFORMATION CONTAINED HEREIN IS PART OF A COMPLETE SET OF DRAWINGS. THIS SHEET SHALL NOT BE SEPARATED FROM THIS SET FOR THE PURPOSES OF REGULATORY APPROVAL, PERMITTING, BIDDING, OR CONSTRUCTION.

 EXISTING WALL CONSTRUCTION
 DENOTES AREAS TO BE DEMOLISHED
 EXT'G WIRE FENCING

LOCKHART FIRE STATION #1

201 W MARKET ST, LOCKHART, TEXAS 78644

THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW. IT IS NOT TO
BE USED FOR
REGULATORY APPROVAL
PERMITTING, OR
CONSTRUCTION.
ROBERT A. STEINBOMER
TEXAS REG. #7988

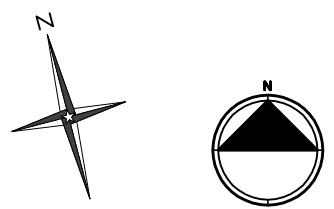
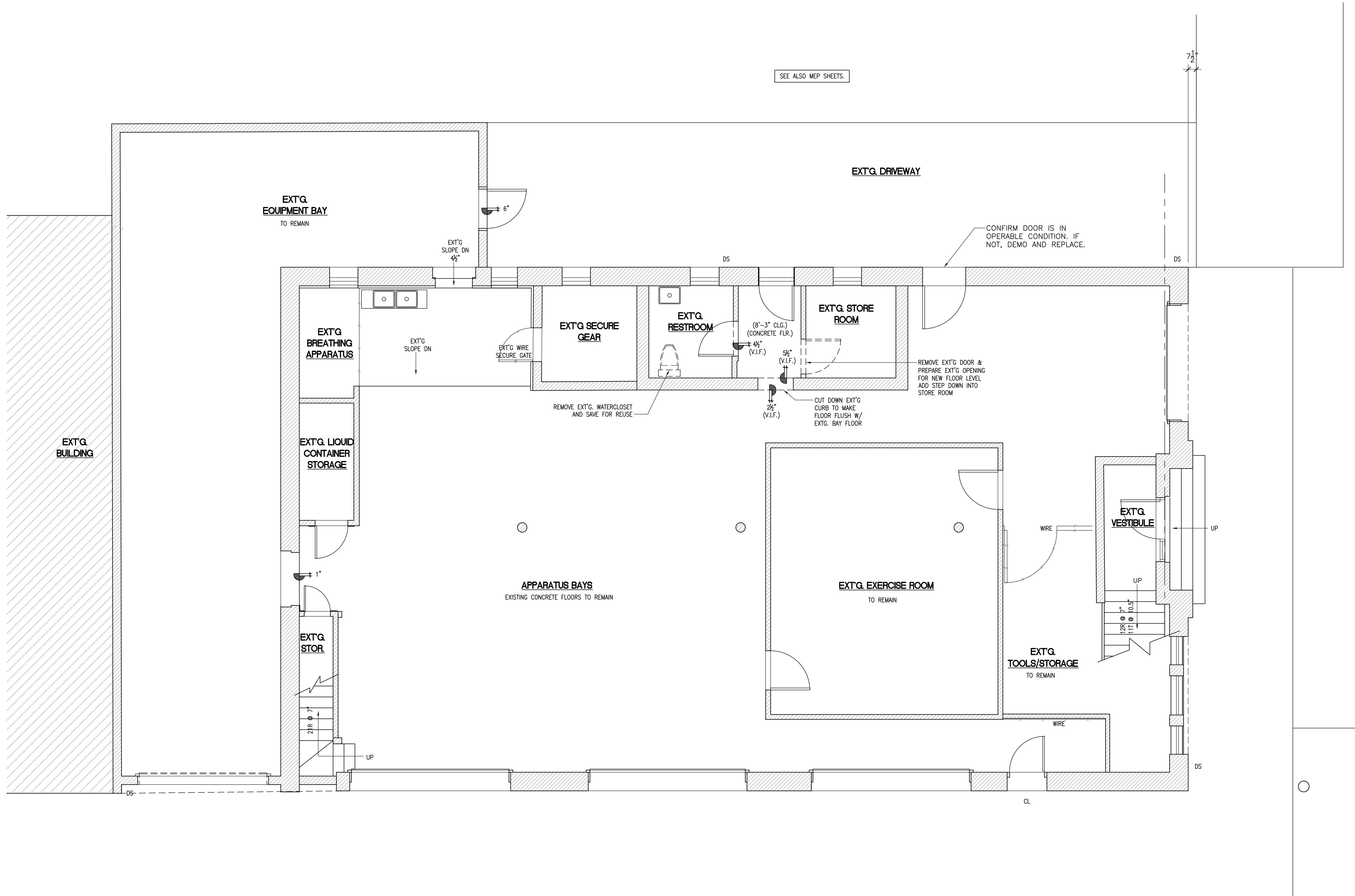
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DATE:	11/6/20
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SCALE:	AS NOTED

No.	Description	Date
	REVISION	2/23/21

DEMOLITION PLAN

A-101



TRUE NORTH PLAN NORTH

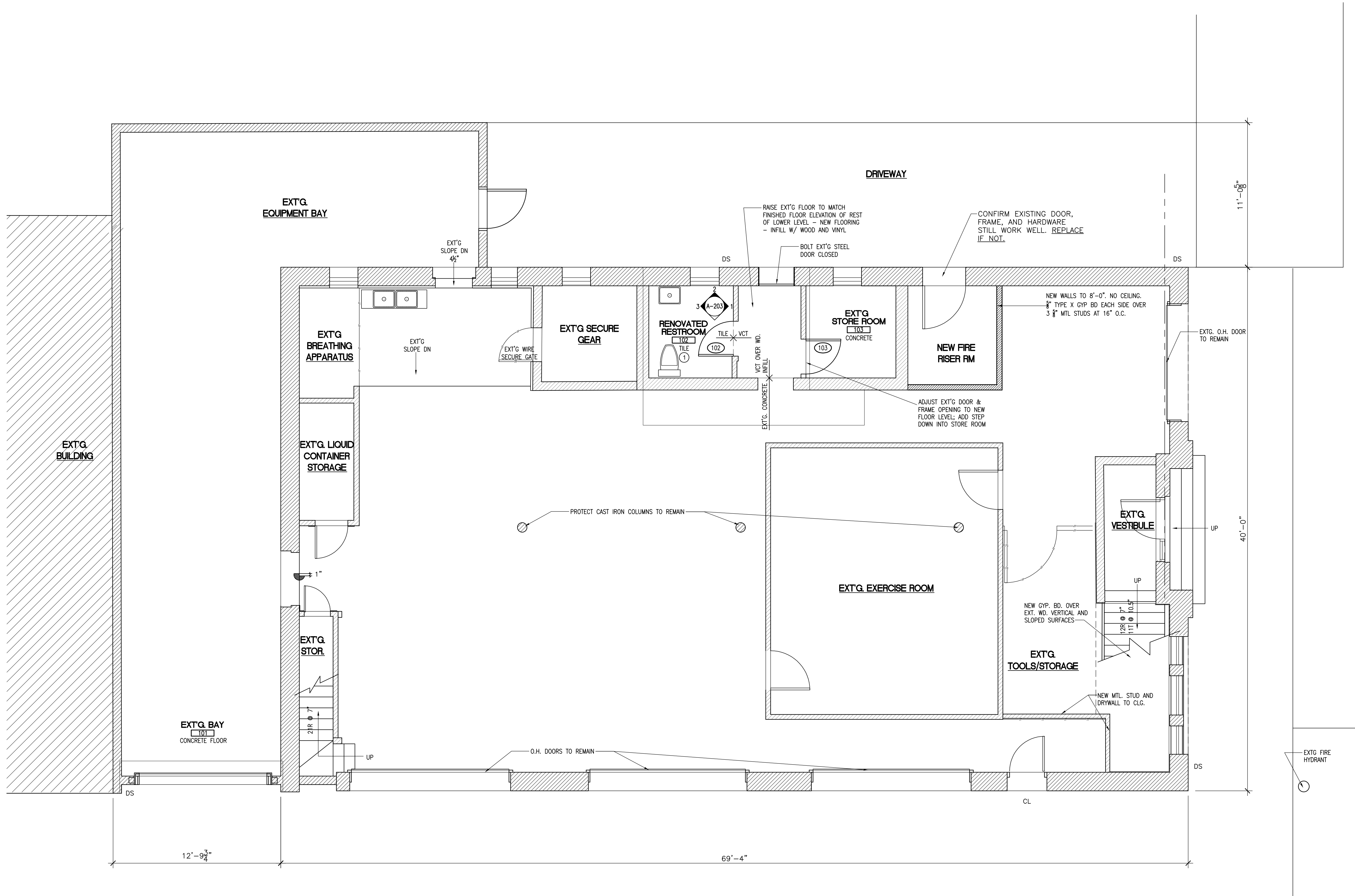
1 LOWER LEVEL DEMOLITION PLAN
SCALE: 1/4"=1'-0"

SCALE: 1/4"=1'-0"

LEGEND

-  EXISTING WALL CONSTRUCTION
 DENOTES AREAS TO BE DEMOLISHED
 EXT'G WIRE FENCING





GENERAL NOTES

- DRAWINGS REPRESENT ASSUMPTIONS OF EXISTING CONDITIONS BASED ON THE BEST AVAILABLE INFORMATION, INCLUDING FIELD MEASUREMENTS AND PRIOR CONSTRUCTION DOCUMENTATION. MANY EXISTING CONDITIONS CANNOT BE VERIFIED UNTIL WALLS, FLOORS AND/OR CEILINGS ARE OPENED UP FOR CONSTRUCTION. DRAWINGS INDICATE INTENT AND SCOPE OF WORK. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH WORK.
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LEGEND

- DENOTES AREAS WHERE NO WORK WILL BE PERFORMED
- EXISTING WALL CONSTRUCTION
- NEW WALL CONSTRUCTION (FRAMING AND FINISH)
- EXT'G WIRE FENCING

GENERAL SCOPE NOTES

- 1 PROVIDE NEW TILE ON WALLS BEHIND AND ADJACENT TO WATERCLOSET AND PROVIDE NEW PAINT ON ALL OTHER WALLS. PROVIDE NEW TILE FLOORING THIS AREA.

ADDITIONAL SCOPE NOTES

- REPAINT INTERIOR WALLS AND TRIM TYP. THROUGHOUT

RENOVATION TO THE

LOCKHART FIRE STATION #1

201 W MARKET ST, LOCKHART, TEXAS 78644

PRELIMINARY

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ARCHITECTURE & INTERIORS

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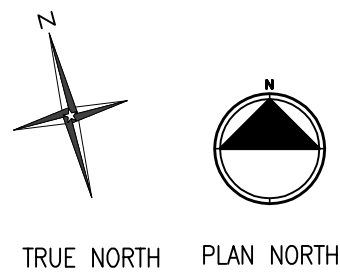
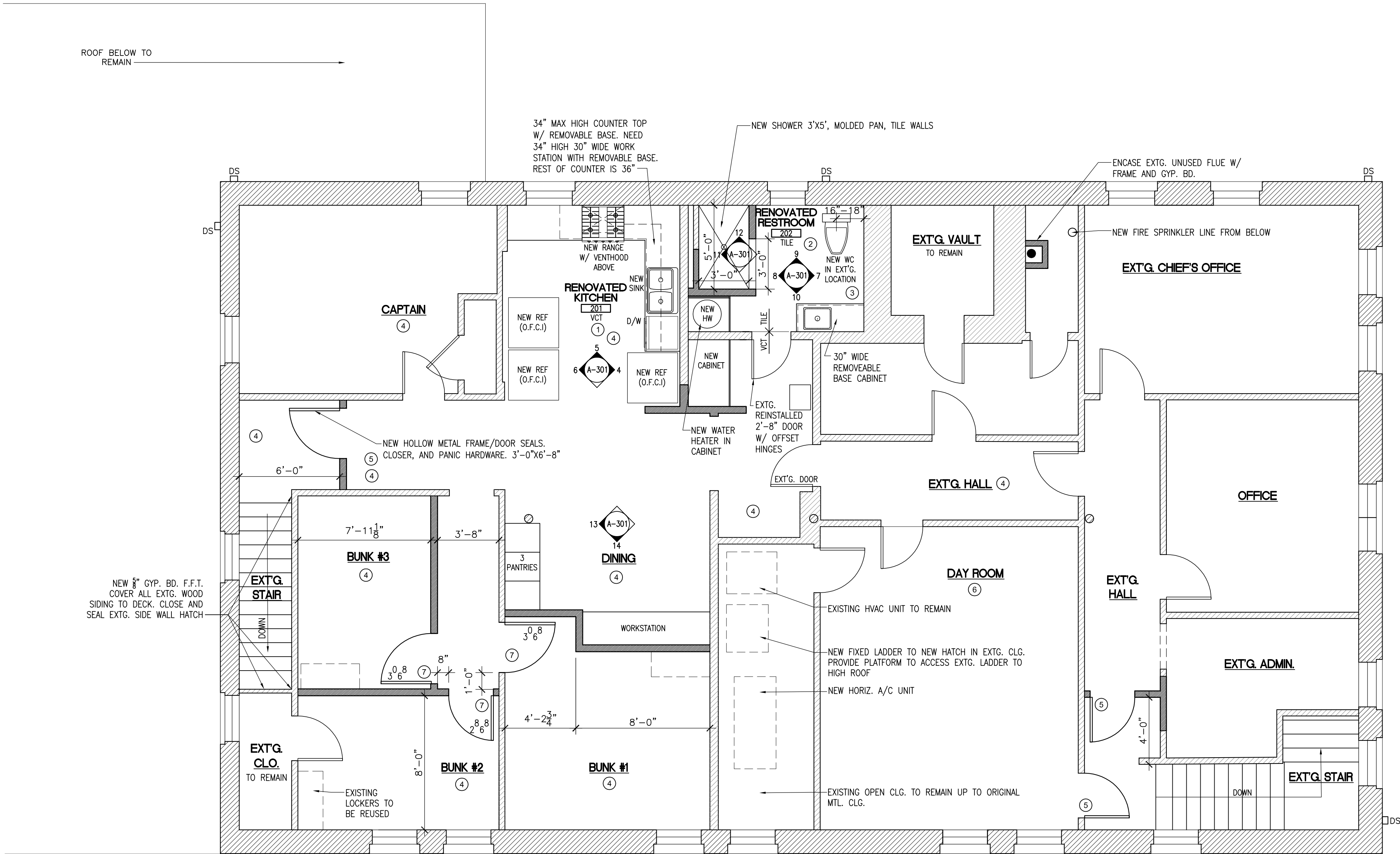
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DATE:	11/6/20	
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No.	Description	Date
	REVISION	2/23/21

SHEET X OF X

FLOOR PLAN

A-103



1 UPPER LEVEL FLOOR PLAN
SCALE: 1/4"=1'-0"

GENERAL NOTES

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LEGEND

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- EXISTING WALL CONSTRUCTION
- NEW WALL CONSTRUCTION (FRAMING AND FINISH)
- EXT'G WIRE FENCING

GENERAL SCOPE NOTES

- PROVIDE NEW CABINETRY, SLIDE-IN RANGE WITH VENT HOOD ABOVE, SINK W/ DISPOSAL, DISHWASHER, AND REFRIGERATORS (3) AS INDICATED; PROVIDE NEW PAINT THROUGHOUT.
- PROVIDE NEW CABINET FOR WATER HEATER AND GENERAL STORAGE AS INDICATED; PROVIDE NEW PAINT THROUGHOUT; PROVIDE NEW COUNTER, CABINETRY AND LAVATORY SINK.
- NEW W/C, LAV, AND CABINET, NEW MIRROR, LIGHTS
- NEW VINYL STRIP FLOORING OVER EXISTING V.C.T.
- NEW H.M. DOOR AND FRAME WITH SMOKE SEALS, CLOSER PANIC HARDWARE
- NEW CARPET
- NEW S.C. PNTD. WD. DOORS W/ LEVER PRIVACY LOCKSET

ADDITIONAL SCOPE NOTES

- REPAINT INTERIOR WALLS AND TRIM TYP. THROUGHOUT
- SEE ALSO MEP AND STRUCTURAL DRAWINGS

RENOVATION TO THE

LOCKHART FIRE STATION #1

201 W MARKET ST, LOCKHART, TEXAS 78644

PRELIMINARY

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DATE: 11/6/20
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SCALE: AS NOTED

No.	Description	Date
1	REVISION	2/23/21

SHEET X OF X
UPPER LEVEL
FLOOR PLAN

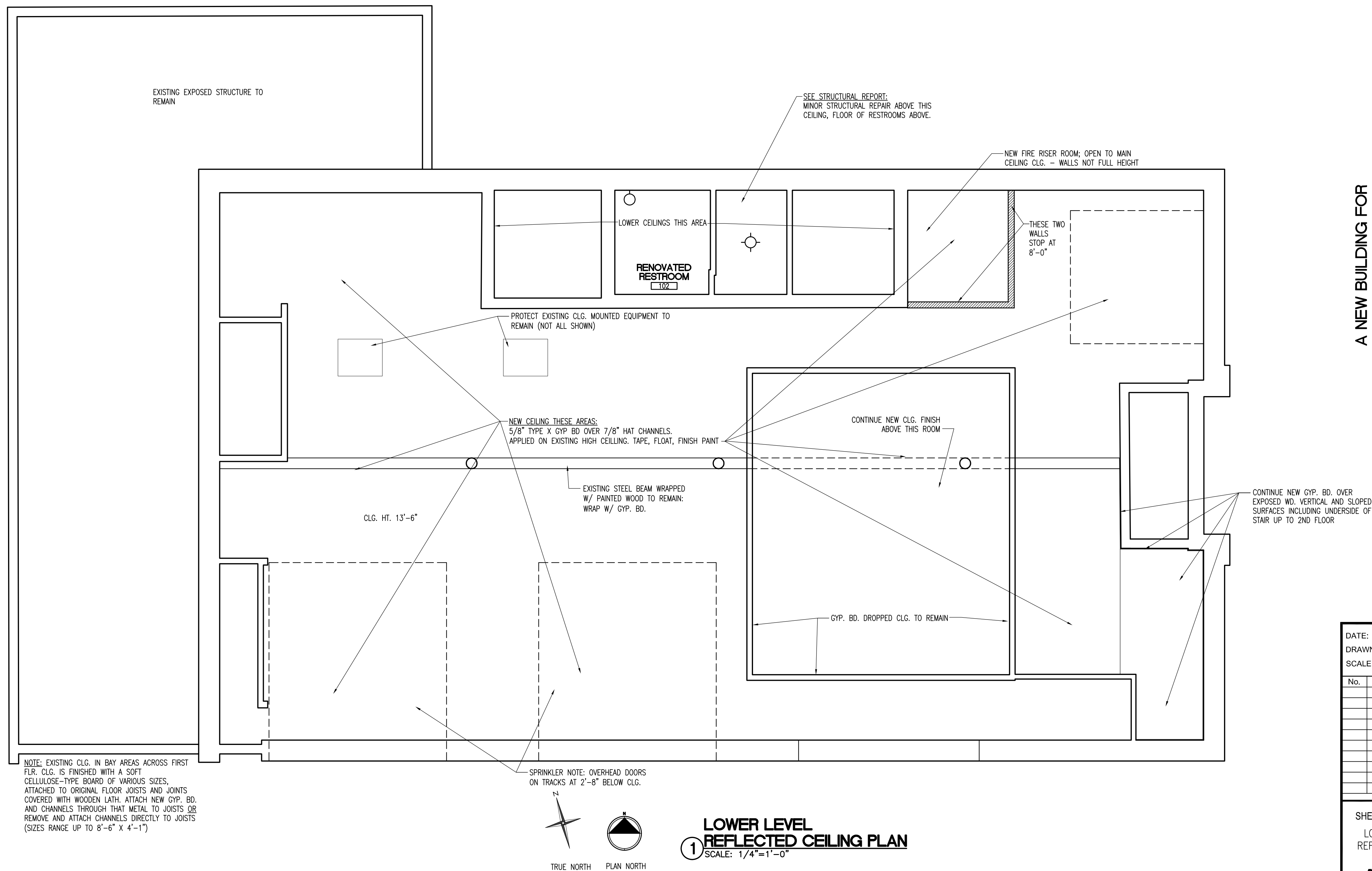
A-104

	NEW 2' X 4' LIGHT FIXTURE - REFER TO MEP DWGS
	2X4X ACUSTICAL CEILING TILE WITH GRID
	PAINTED GYP. BOARD CEILING - FURR DOWN AS INDICATED , TYP.
	DENOTES CENTER OF GRID
	SUPPLY AIR DIFFUSER - COORD. W/ MEP
	RETURN AIR DIFFUSER - COORD. W/ MEP
	EXHAUST GRILLES - COORD. W/ MEP
	WALL-MOUNTED EXIT SIGN - COORD. WITH MEP
	WALL-MOUNTED LIGHT - RE MEP DWGS
	SURFACE-MOUNTED LIGHT - RE MEP DWGS

- READ THE SPECIFICATIONS.
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NOTE: CONDITIONS OUTSIDE THE LIMITS OF CONTRACT ARE ASSUMED.

NOTE: SEE ALSO MECHANICAL/ELECTRICAL/PLUMBING DWGS



FOR
DEVELOPED
SIDE OF

A NEW BUILDING FOR

LOCKHART FIRE STATION #1

BORCHERT LOOP, LOCKHART, TEXAS 78644

BORCHERT LOOP, LOCKHART, TEXAS 78644

[illegible]

SHEET X OF X
LOWER LEVEL -
REFLECTED CEILING
PLANS

A-105

	NEW 2' X 4' LIGHT FIXTURE - REFER TO MEP DWGS
	2X4 ACOUSTICAL CEILING TILE WITH GRID
	PAINTED GYP. BOARD CEILING - FURR DOWN AS INDICATED , TYP.
	- DENOTES CENTER OF GRID
	SUPPLY AIR DIFFUSER - COORD. W/ MEP
	RETURN AIR DIFFUSER - COORD. W/ MEP
	EXHAUST GRILLES - COORD. W/ MEP
	WALL-MOUNTED EXIT SIGN - COORD. WITH MEP
	WALL-MOUNTED LIGHT - RE MEP DWGS
	SURFACE-MOUNTED LIGHT - RE MEP DWGS
SEE ALSO MEP SHEETS	

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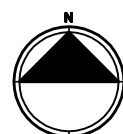
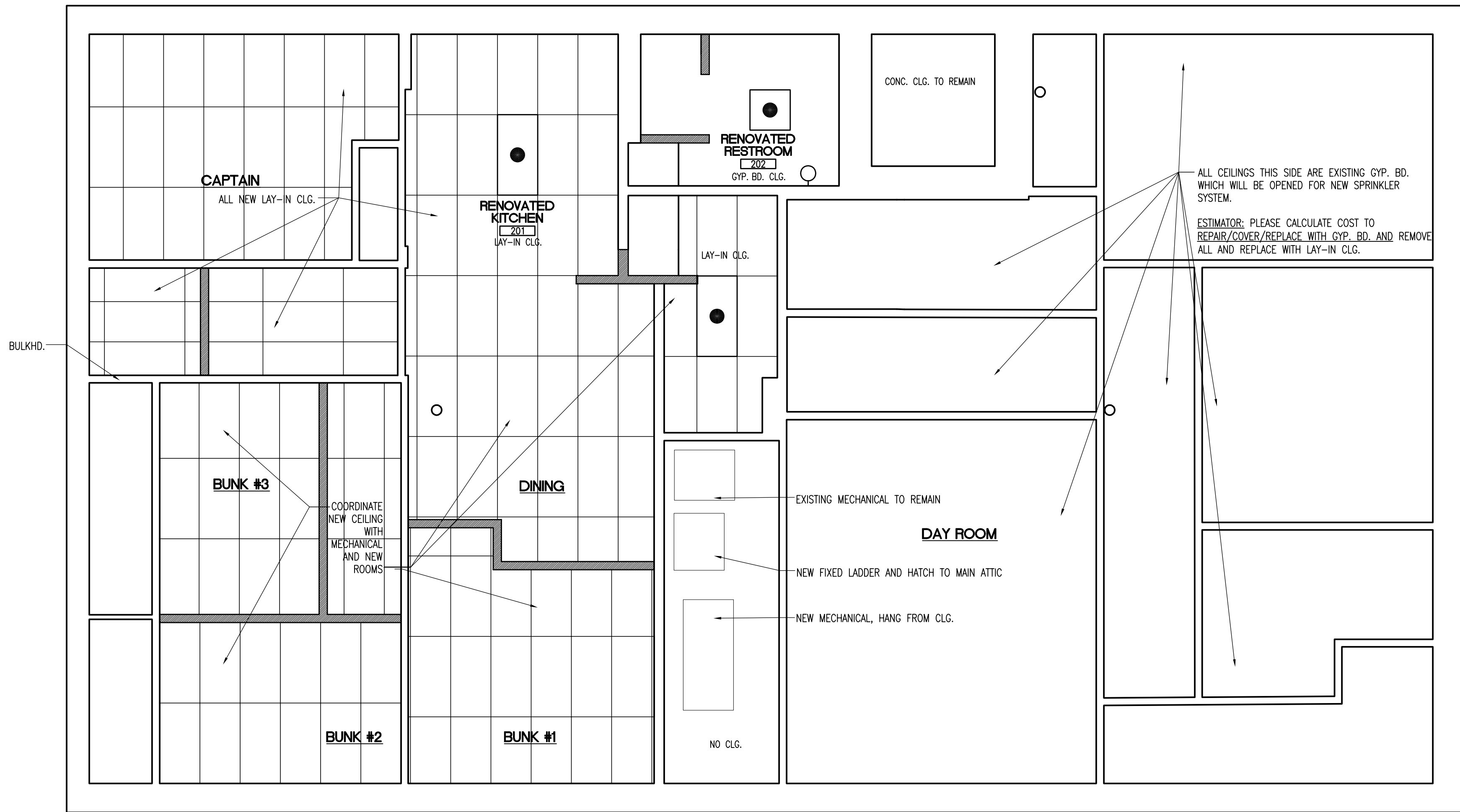
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www.steinbomer.com

BORCHERT LOOP, LOCKHART, TEXAS 78644

[illegible]

A-106



PLAN NORTH

**UPPER LEVEL
REFLECTED CEILING PLAN**
1 SCALE: 1/4"=1'-0"

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ARCHITECTURE & INTERIORS

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A NEW BUILDING FOR

LOCKHART FIRE STATION #1

BORCHERT LOOP, LOCKHART, TEXAS 78644

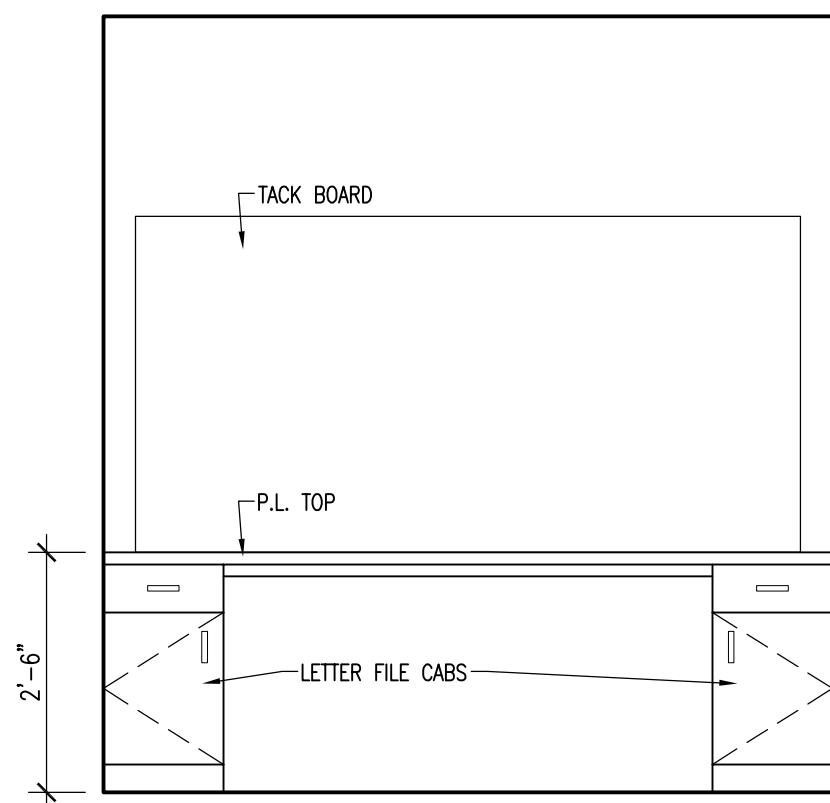
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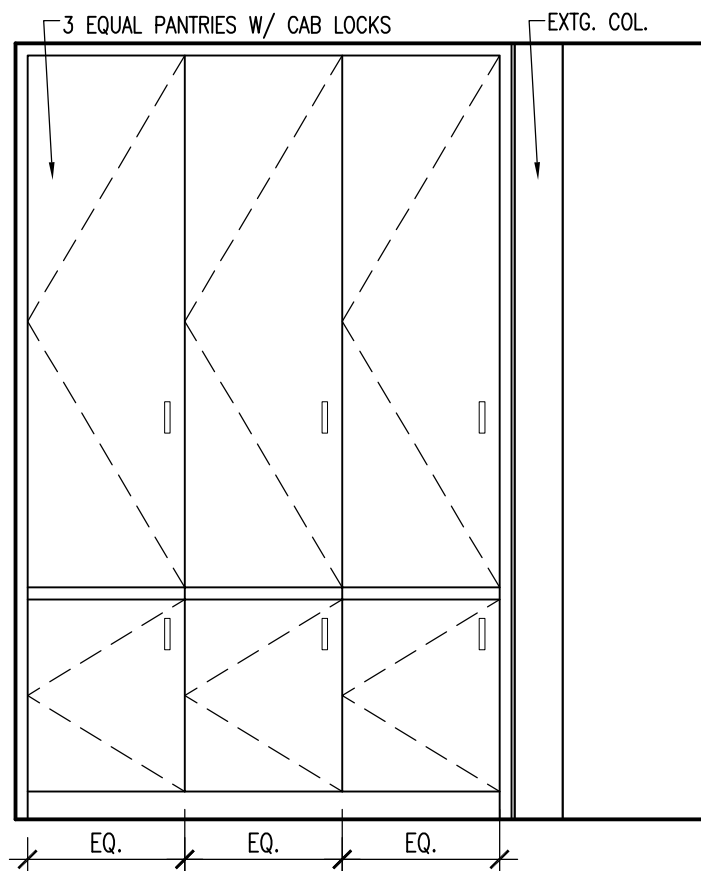
SHEET X OF X
INTERIOR
ELEVATIONS AND
ENLARGED PLANS

A-203

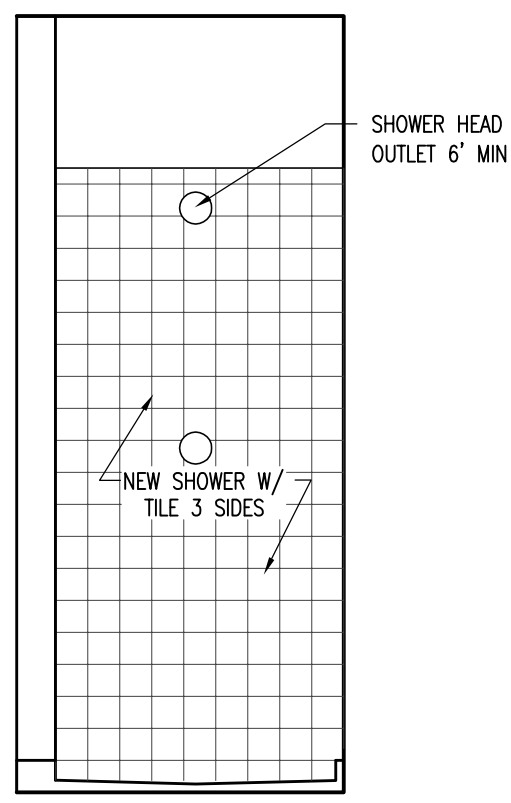
Page 317 of 380



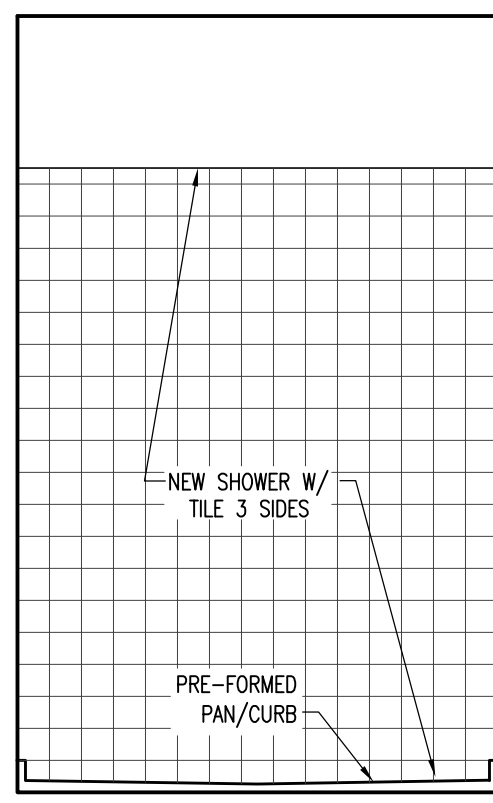
14 DINING SOUTH
SCALE: 1/2"=1'-0"



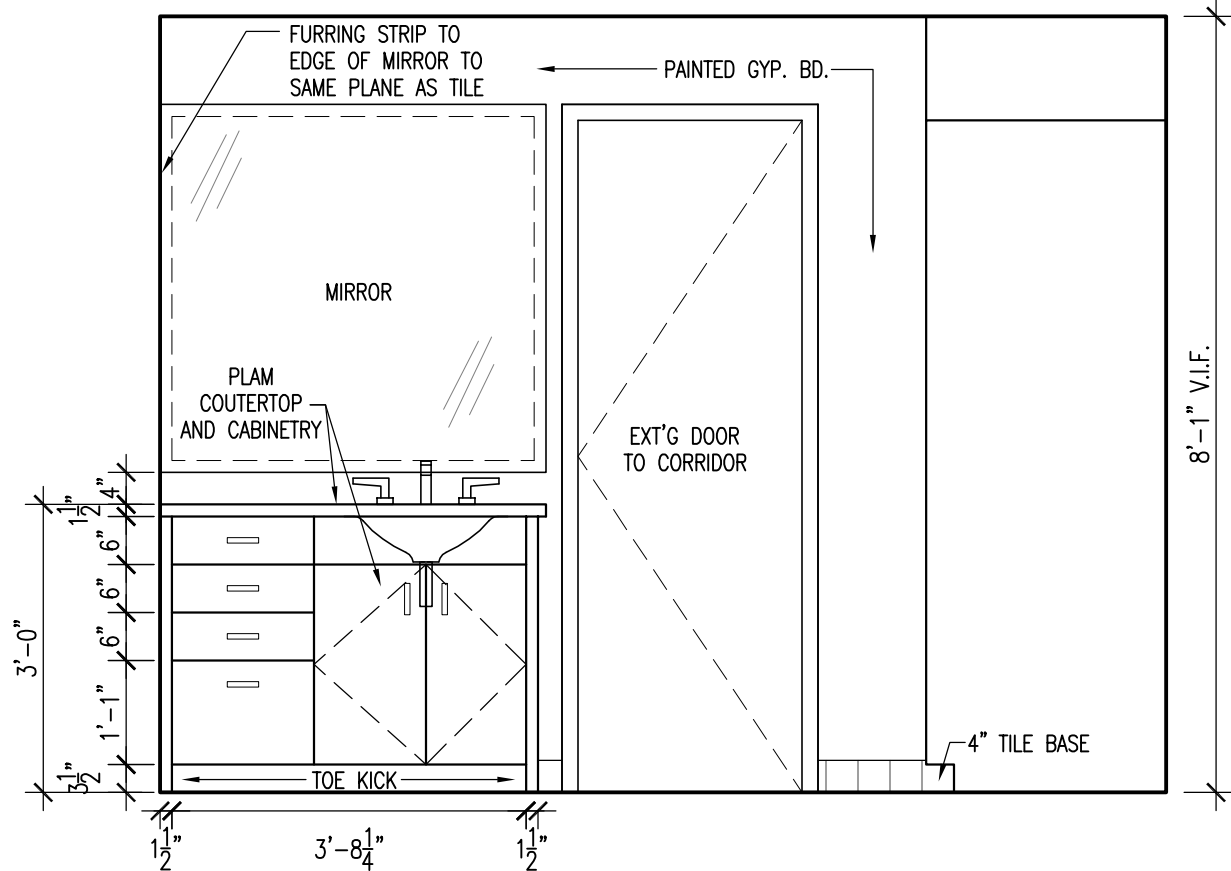
13 DINING WEST
SCALE: 1/2"=1'-0"



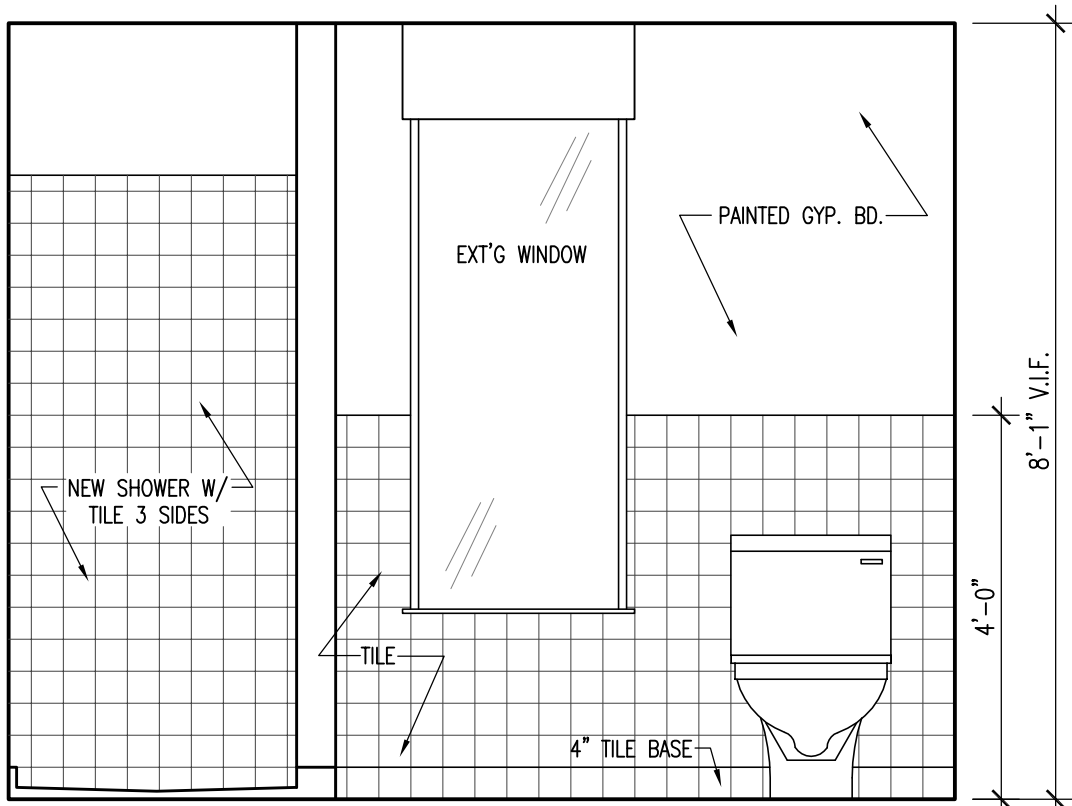
RENOWNED RESTROOM 202 -
(12) - SHOWER INSIDE EAST
SCALE: 1/2"=1'-0"



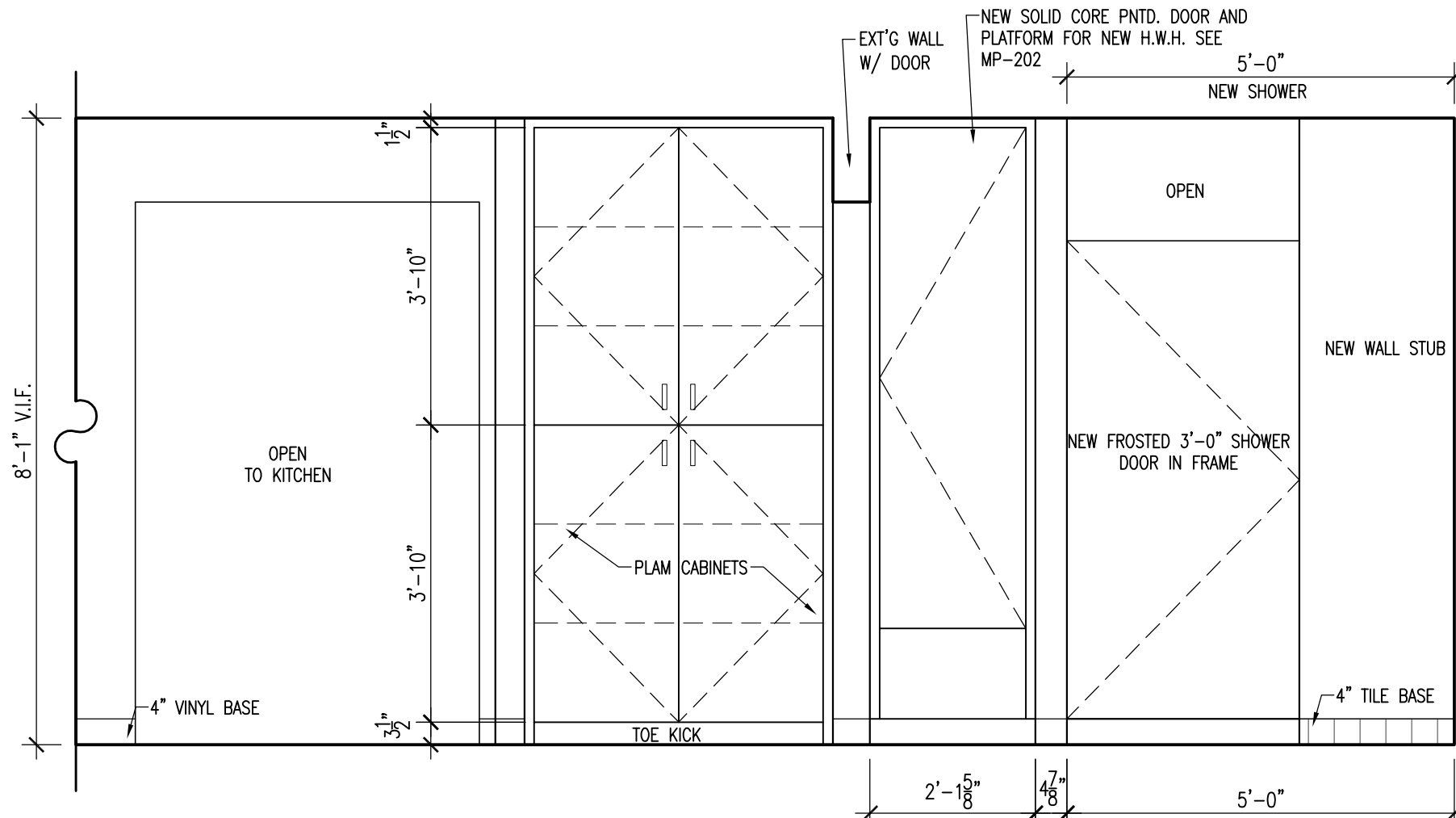
**RENOVATED RESTROOM 202 -
- SHOWER INSIDE WEST**



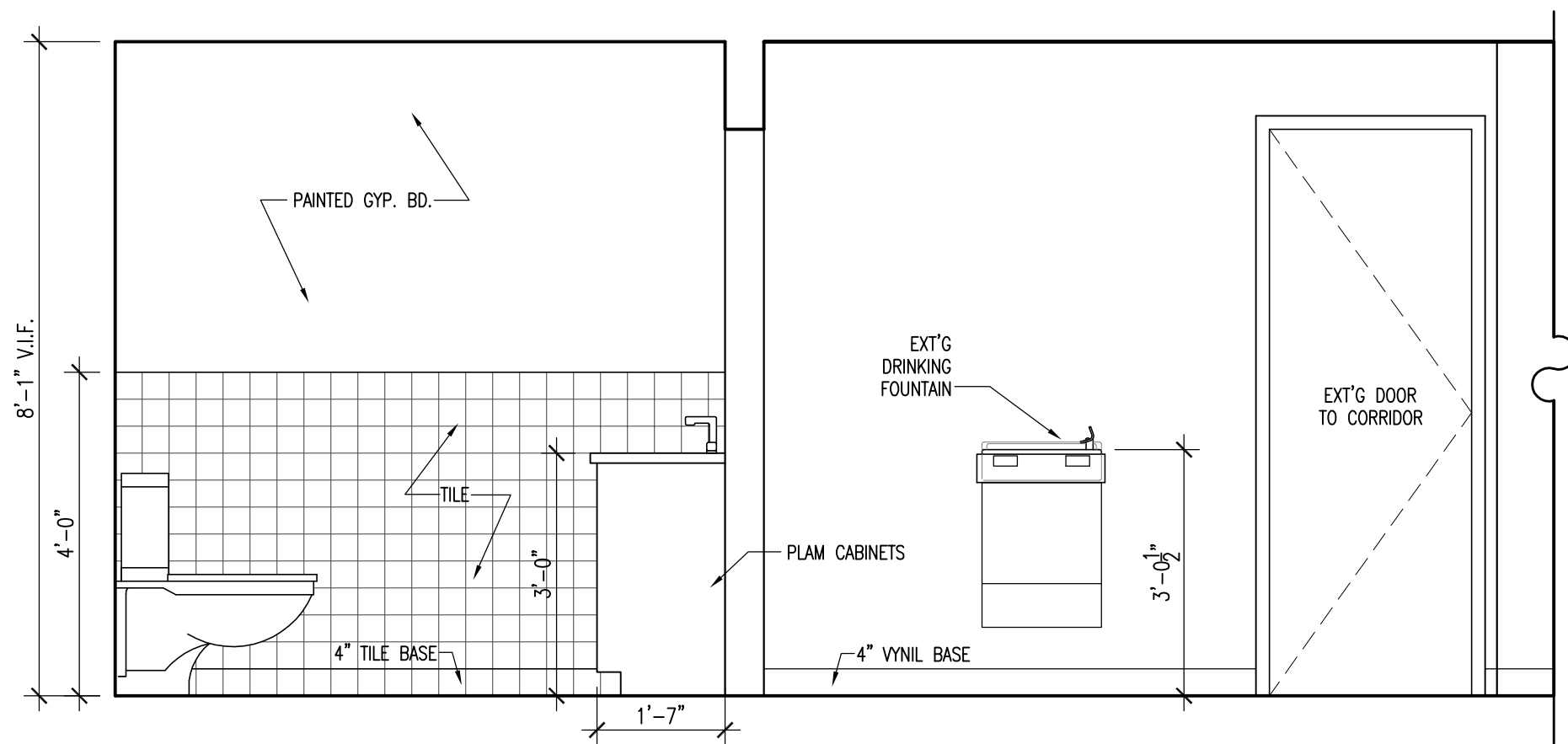
10 RENOVATED RESTROOM 202 - SOUTH
SCALE: 1/2"=1'-0"



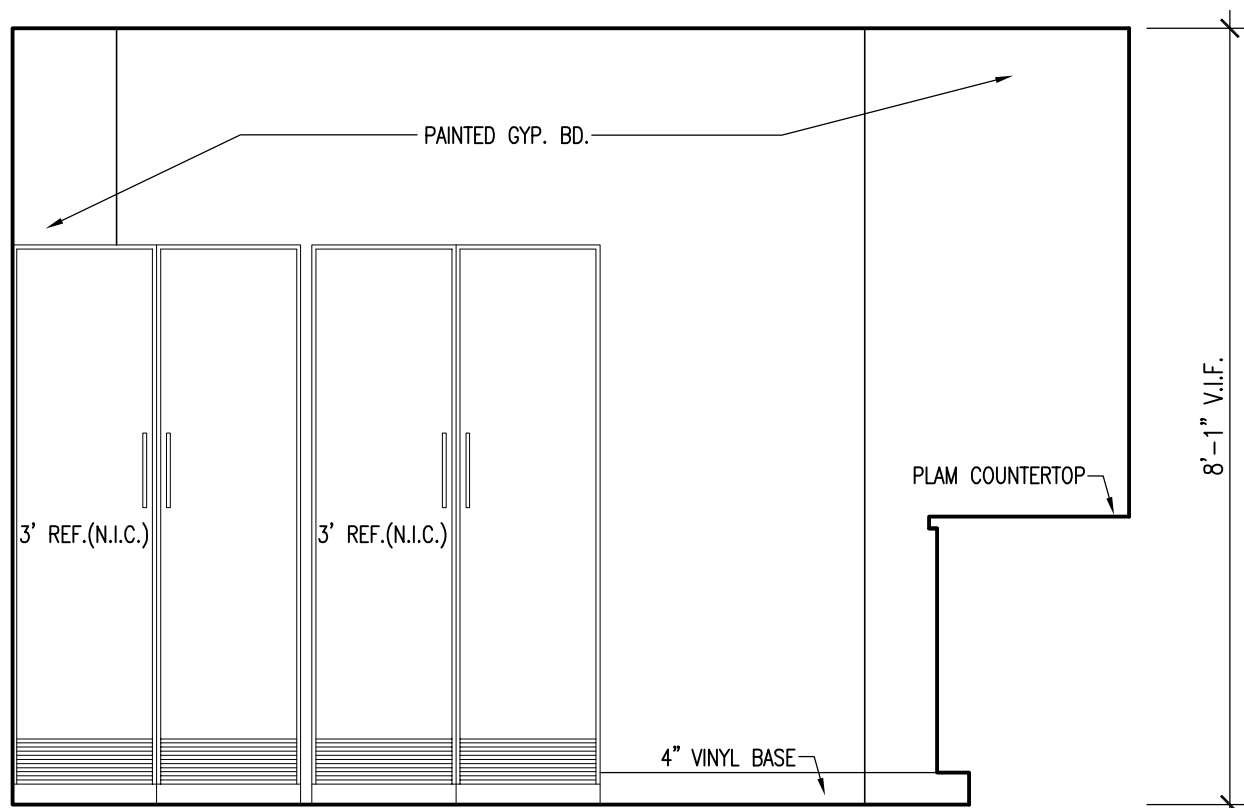
9 RENOVATED RESTROOM 202 - NORTH
SCALE: 1/2"=1'-0"



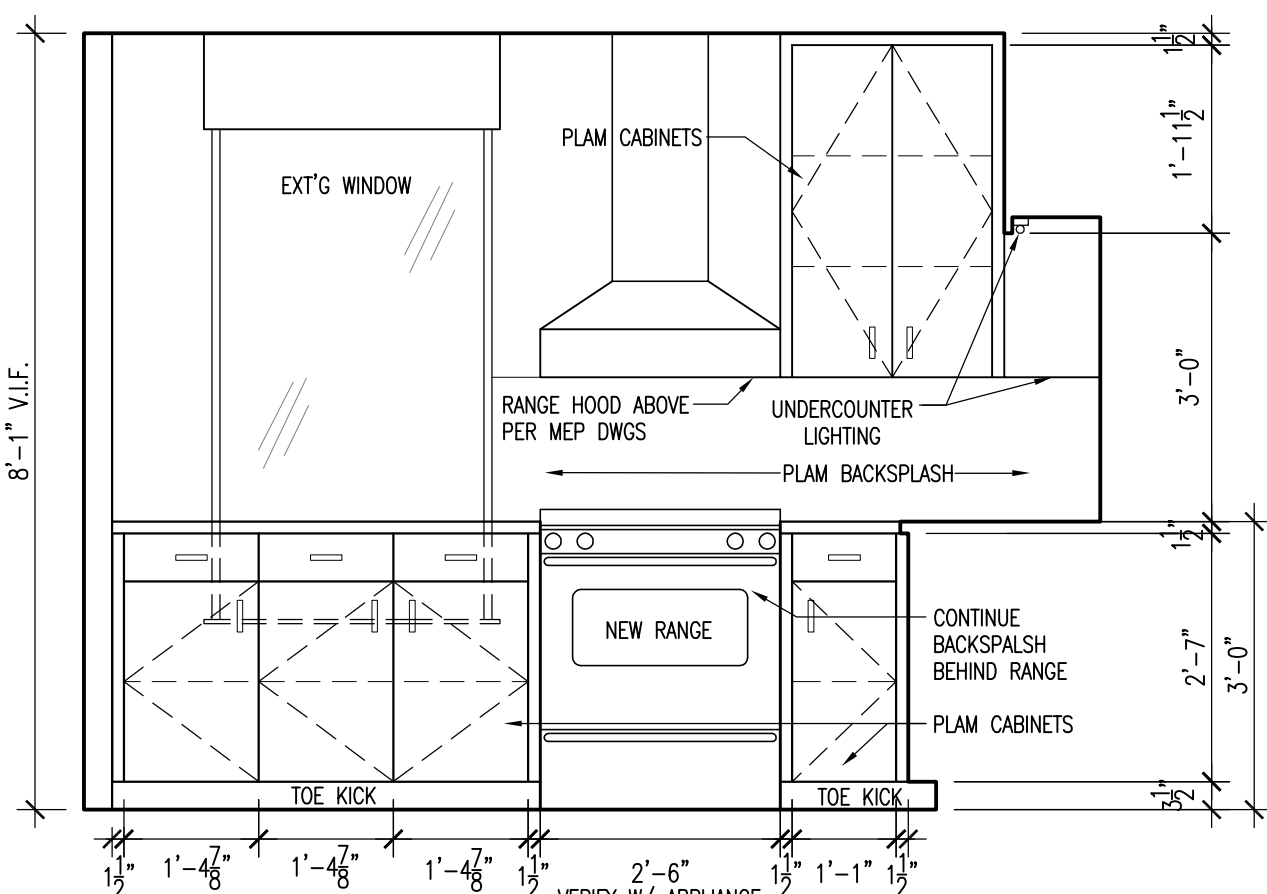
8 RENOVATED RESTROOM 202/HALL - WEST
SCALE: 1/2"=1'-0"



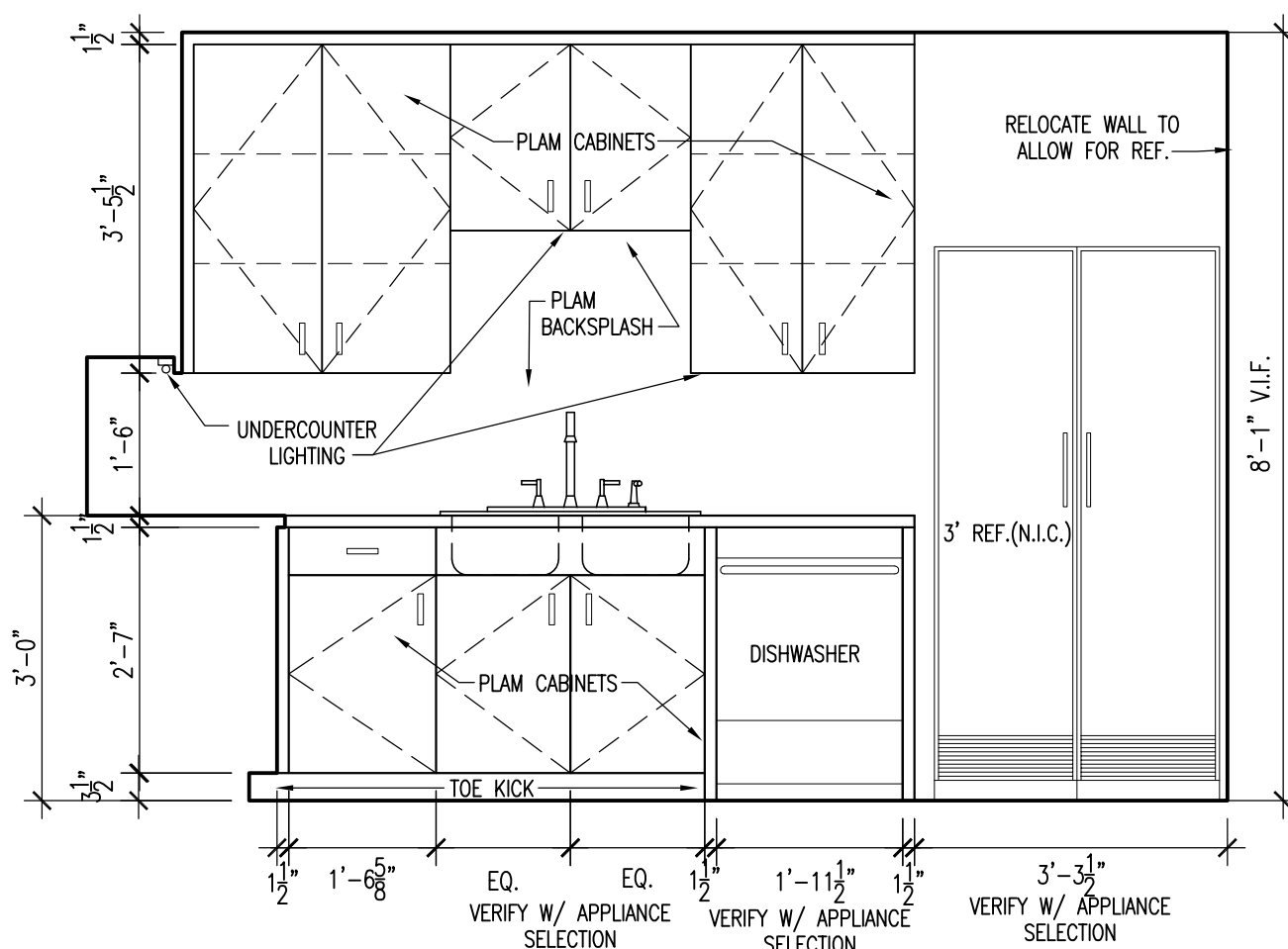
7 RENOVATED RESTROOM 202/HALL - EAST
SCALE: 1/2"=1'-0"



6 RENOVATED KITCHEN 201 - WEST
SCALE: 1/2"=1'-0"



5 RENOVATED KITCHEN 201 - NORTH
SCALE: 1/2"=1'-0"



4 RENOVATED KITCHEN 201 - EAST
SCALE: 1/2"=1'-0"

11/02/2020

Robert Steinbomer, AIA
Studio Steinbomer
1400 South Congress, Suite B-202
Austin, Texas 78704

Re: Limited Structural Condition Survey – DRAFT REPORT
Lockhart Fire Station No.1
201 Market Street - Lockhart, Texas

We visited the Lockhart Fire Station No.1 site in 2017 to perform a visual observation to assess the current structural condition of the building. This report presents our findings.

Background

The Lockhart Fire Station No.1 building was opened in 1914. The building is a two-story, load bearing masonry structure with the second floor consisting of wood framing and cast-in-place concrete. The roof framing consists of wood joists or trusses spanning between the load bearing exterior walls. See Photo 1 below for front elevation of building.

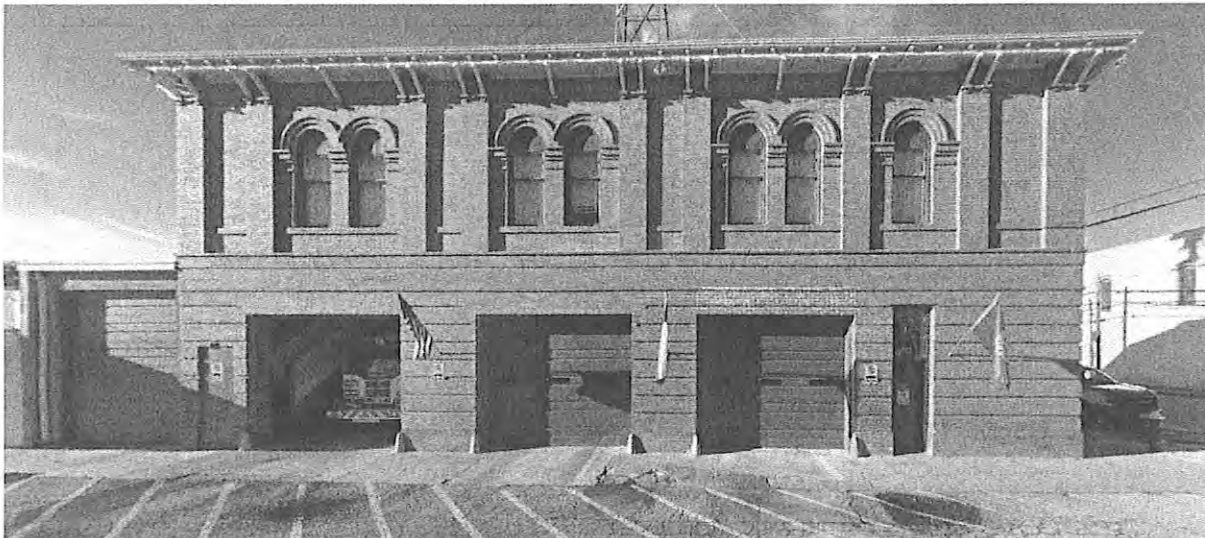


Photo 1 – Front Elevation

Observations

Overall, the condition of the structure was fair. There was some minor cracking in the exterior brick which is expected in a structure of this age. On the interior, at the underside of the second-floor concrete structure, there was some deteriorated concrete and exposed reinforcing steel. See Photo 2 and 3 below.



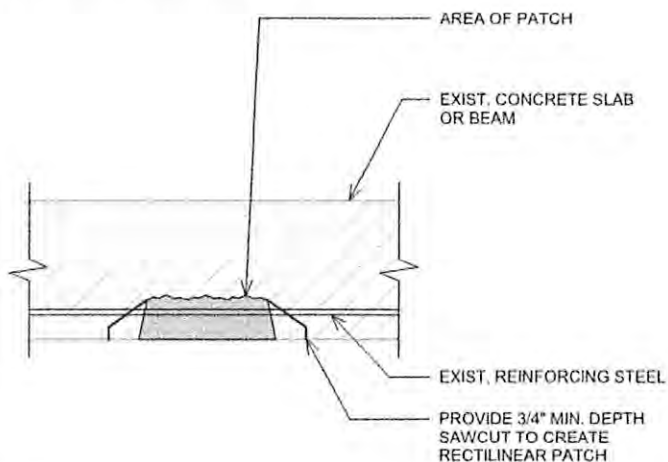
Photo 2



Photo 3

Recommendations

Our recommendations include repairs for many of the observed deficiencies which are mentioned above. The underside of the concrete floor needs to be repaired with a concrete patching material. See Figure 1 below for typical detail of patch at underside of concrete slab. Note that the patch area is rather expansive and will encompass a large area.



REPAIR PROCEDURE:

1. REMOVE SPALLED AND LOOSE CONCRETE FROM AROUND REINFORCEMENT, AS INDICATED.
2. CLEAN RUST FROM ANY EXPOSED REINFORCEMENT.
3. ALLOW OWNER'S REPRESENTATIVE TO OBSERVE CLEANED CONCRETE AND REINFORCEMENT.
4. AFTER REINFORCEMENT IS OBSERVED, APPLY SIKA ARMATEC 110 ANTI-CORROSION COMPOUND TO REINFORCEMENT.
5. APPLY SIKA REPAIR 224 CEMENTITIOUS PATCH TO AREA REMOVED.
6. CURE PATCH IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

NOTES:

1. CONTRACTOR TO PROVIDE UNIT PRICING FOR THIS REPAIR (\$/SF). BASE BID SHOULD INCLUDE 50 SF REPAIRS.
2. CONTRACTOR TO DOCUMENT WITH PHOTOGRAPHS, ALL PROPOSED REPAIR AREAS ALONG WITH CORRESPONDING LOCATION ON PLAN AND PROVIDE TO ENGINEER FOR REVIEW PRIOR TO COMMENCING WITH REPAIR.

DETAIL OF CONCRETE PATCH AT UNDERSIDE OF EXISTING SLAB OR BEAM WITH EXPOSED REINFORCING - STRUCTURAL TROWEL NO SCALE

Sincerely,
Tsen Engineering

Jamie Buchanan, P.E.
Project Manager

Wilson & Girgenti, LLC

Mechanical • Electrical • Plumbing
TBPE Firm # 19701

1408 N. Westshore Blvd.
Suite 506
Tampa, FL 33607

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February 24, 2021

Mr. Robert Steinbomer
Studio Steinbomer
1400 S. Congress
Suite B-202
Austin, Texas 78704

RE: Life Safety Study
Lockhart Fire Station #1
201 W. Market Street
Lockhart, Texas 78644

The following information is a summary of our visual observations of the existing MEP life safety systems by W&G representatives, Melissa Coad and Kat Howell, on October 9, 2020. This report represents our findings and recommendations.

ELECTRICAL

POWER: The existing electrical system consists of two main electrical services. The primary service was installed prior to 1976 and is beyond its 'useful life'. This system will need to be replaced for the reasons listed below. The second service was installed within the past 10 years and is in good working order.

The existing Main Service Panel was manufactured by ITE which was purchased in 1976 and manufacturing under the ITE name ceased. There are no serviceable parts available for this panel. The panel housing and cover both have rust inside and outside. This panel is also missing breakers and has gaps that are exposing the current carrying components allowing for increased oxidation. Additionally, the thermoplastic portions of the circuit breakers begin to break down after 25 years of service. The breakers in this panel are well past this age and on close inspection show visible cracks and breaks in the circuit breaker housings. These breakers are also showing signs of internal rusting due to these large cracks. These breakers are very unsafe and pose a significant shocking hazard.

Several of the panelboards on the second floor were manufactured by Federal Pacific. These panels are extremely unsafe and must be replaced. Starting in 1982, Federal Pacific admitted to the Consumer Products Safety Commission that they falsified UL testing reports and that the circuit breakers in their panels do not function. As a result of this admission and subsequent court cases Federal Pacific panels must be replaced upon discovery. Additionally, many insurance companies no longer

Wilson & Girgenti, LLC

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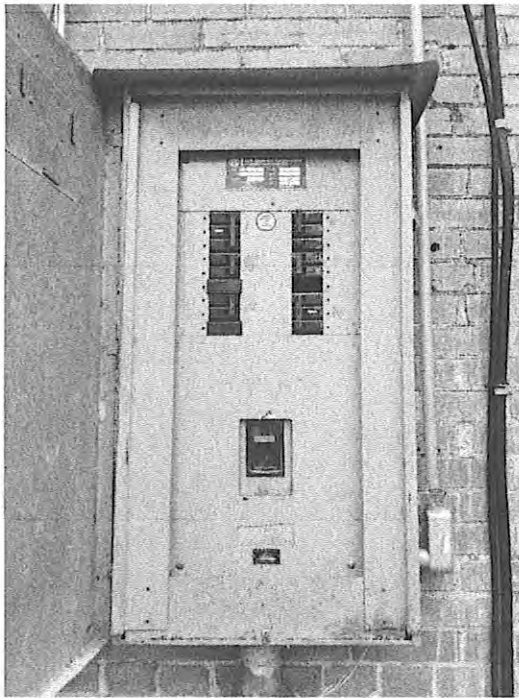
1408 N. Westshore Blvd.
Suite 506
Tampa, FL 33607

(813) 855-3330 (office)
(727) 726-2070 (fax)

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Suite 125
Austin, TX 78750

provide coverage for buildings that are known to have Federal Pacific panels due to the extremely high risk of electrical fire.

There are also several panels in the building that are in extremely poor repair and must be replaced. These panels pose a shocking hazard as well as a higher risk of malfunction.



Main Service Panel – ITE



Federal Pacific sub-panels

Wilson & Girgenti, LLC

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Panel in poor repair...duct tape is not always the universal solution



Electrical service to remain

EMERGENCY LIGHTING: The existing emergency lighting is currently only on the second floor of the building and is in poor condition. The existing exit signs and emergency light fixtures will need to be replaced. New exit signs and emergency lighting will need to be added throughout both the first and second floors to be in compliance with the current Life Safety Code, NFPA 101.

FIRE ALARM SYSTEM: There is currently no fire alarm system for the building. Fire detection is by smoke detectors located on the second floor only. Many of these detectors are old and in poor condition. Several have been removed, most likely due to battery failure and false alarms. These detectors should be replaced and supplemented throughout the building in compliance with the current Life Safety Code, NFPA 101. A new fire alarm system will be required to be added in compliance with the current Life Safety Code, NFPA 101 and to monitor the new fire sprinkler riser.

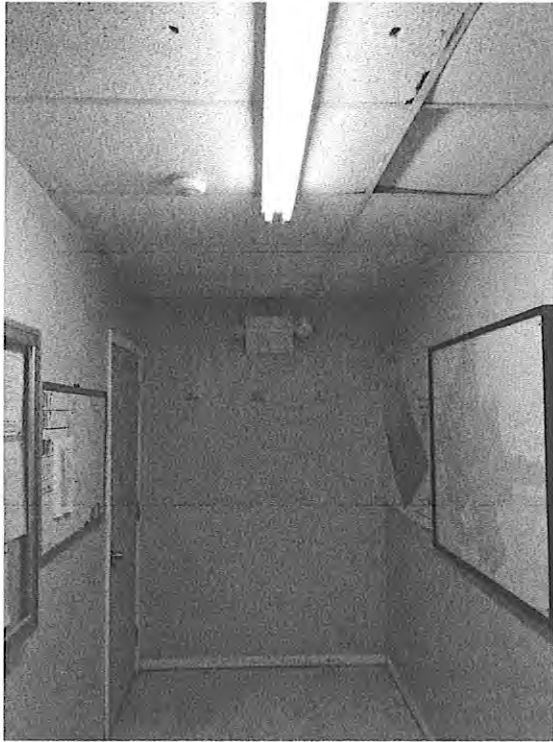
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Existing Exit/EM & Smoke Detector



Existing Emergency Light

MECHANICAL

FIRST FLOOR AIR SCRUBBERS: There are currently two existing air scrubbers installed high in the fire truck bays of the fire station. Per discussions with the Fire Chief, the existing air monitoring system that controls the air scrubbers has not been functional for some time, and they are manually energized by the fire fighters when the trucks leave or enter the building. The two existing air scrubbers must be replaced, and an additional air scrubber needs to be installed to obtain the proper rate of air circulation to purge diesel fumes from the air. When the air scrubbers are replaced, a new air monitoring system and garage door opening sensors will need to be installed to ensure the system is working properly and providing clean air.

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Existing air scrubber



Existing air monitoring system

FIRST FLOOR RESTROOM: The existing first floor restroom does not currently have any means of ventilation. Per the 2015 International Mechanical Code, currently adopted by the City of Lockhart, restrooms (public and private) must be exhausted per toilet and/or urinal intermittently at 70 CFM when in use, or 50 CFM constantly. We recommend, and the fire fighters have requested, that an exhaust fan be added to the first-floor restroom.

FIRST FLOOR HEATING: The existing garage bays have 2 suspended electric heaters for use during the winter. There were apparently 3 in service many years ago, but one was suspended too low and was damaged by a fire truck and removed. We recommend that the two remaining heaters be serviced by a contractor to ensure they are still in good operating order. Further in this report, there is a recommendation to add a fire sprinkler system to the building to protect the building's occupants. If this sprinkler system is installed, additional heaters will be required to ensure that the temperature in first floor garage bays always stay above freezing to keep the fire sprinkler pipes from freezing and busting.

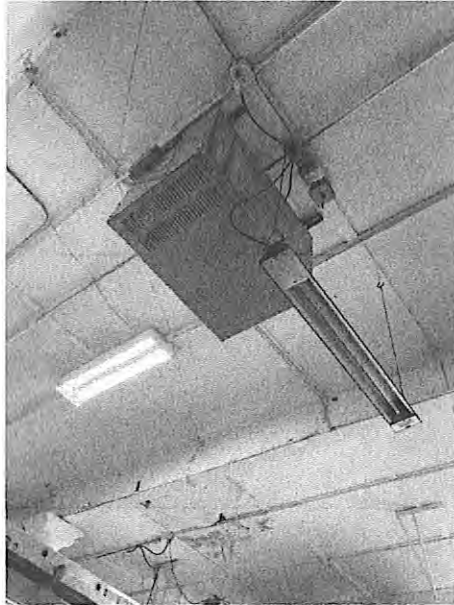
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Existing unit heater needs maintenance



Location of damaged heater

SECOND FLOOR HVAC: The second floor is currently heated and cooled by two DX split systems. System #1's air handling unit (AHU) is currently located in a large storage room adjacent to the old Training room/new Day Room. This unit was manufactured in 2013 and is in good working condition. It shall remain as-is and in service. We recommend that the filters be replaced, and the unit be fully serviced. System #2's AHU is currently located in a closet in the second-floor restroom. This unit was manufactured in 2017 and is in good working condition. This air handling unit will need to be relocated and suspended in a horizontal configuration in the large storage room with System #1 when the second-floor restroom and kitchen are remodeled. All new supply and return ductwork and supply and return air devices will be required to be installed. The existing thermostat for System #2 will need to be relocated due to the demolition of the wall it is currently installed on, and because the existing system unit will be relocated. The existing condensing units (CU's) for both system #1 and #2 are currently sitting on the roof of the utility building addition. The existing wooden supports supporting System #1's condensing unit (RUUD model) needs to be replaced soon as they are weathered and rotting. In addition, the condensing units need regular maintenance, the coils cleaned, and refrigerant topped off.

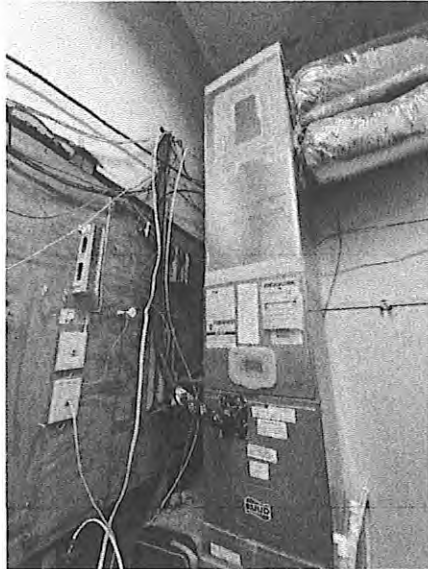
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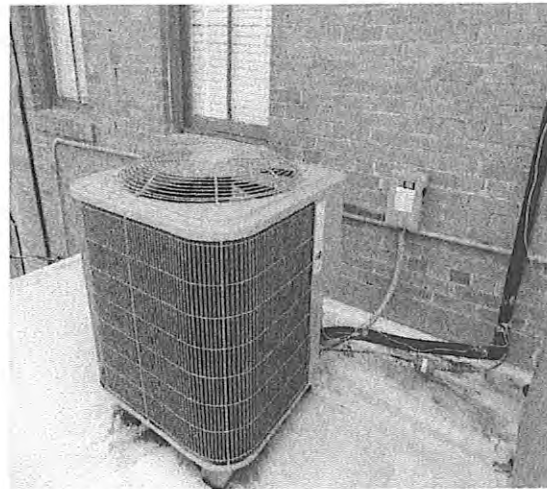
Existing System #1 AHU



Existing System #2 AHU



Existing System #1 CU



Existing System #2 CU

SECOND FLOOR RESTROOM: The existing second floor restroom does not currently have any means of ventilation. Per the 2015 International Mechanical Code, currently adopted by the City of Lockhart, restrooms with showers (public and private) must be exhausted per toilet and/or urinal intermittently at 120 CFM when in use, or 100 CFM constantly. We recommend, and the fire fighters have requested, that an exhaust fan be added to the second-floor restroom to eliminate odors and humidity from the space. We will also add heating and cooling to the restroom.

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PLUMBING

The existing water and sanitary services currently serving the building are in fair condition. The existing water heater located in the closet shared with the System #2 air handling unit, shall be removed, and replaced with the kitchen and bathroom remodel. The existing hot water heater was manufactured in approximately 2005 and has reached its life expectancy. All existing toilets and sinks in the first and second floor restrooms, as well as the kitchen sink, shall be replaced. The new plumbing fixtures shall connect to the existing water and sanitary piping. Note: the sanitary connections to the second-floor restroom fixtures are exposed below the second floor and visible from the first floor.



Existing water heater



Sanitary piping under second floor

FIRE PROTECTION

The Fire Station is currently not protected by a fire sprinkler system, which is a critical life-safety need. We recommend that a wet and dry pipe fire protection system be installed to protect the occupants. There is an existing 6-inch water line running down S. Church Street that is slated to be enlarged to an 8-inch water line. The future 8-inch water line shall have adequate capacity to tie into to serve a new fire protection system within the Fire Station. A dry pipe system will be required to serve the upper attic space. All wet sprinkler piping will be required to be heat traced.

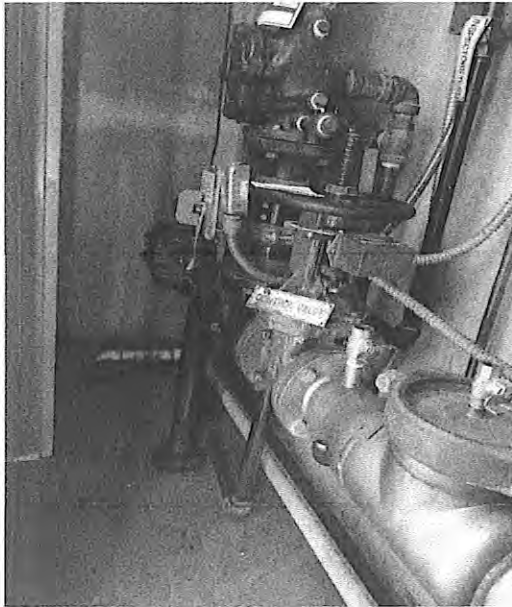
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Picture of typical fire sprinkler system riser



Existing fire hydrant location

In conclusion, the existing facility's MEP life safety systems are in poor condition and need to be replaced in some instances and completely new in others. The existing electrical system needs to be replaced, the existing emergency lighting needs to be replaced and supplemented throughout, and a new fire alarm and wet and dry pipe fire sprinkler system needs to be added.

If you have any questions, please don't hesitate to contact us.

Sincerely,

Melissa Coad, P.E., LEED AP, Mechanical Engineer of Record and Division Manager
Kat Howell, Senior Electrical Designer

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 5, 2024

AGENDA ITEM CAPTION: Discussion and/or action to consider a proposal from Burcham Environmental Services, L.L.C. to provide consulting services for the asbestos abatement for the renovation of Fire Station No. 1 at 201 W. Market St.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins, Joseph Resendez

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION: In preparation for a renovation project at Fire Station #1 at 201 W. Market St., an asbestos survey began on December 5, 2023, with a second visit on February 14, 2024, by Burcham Environmental Services. A report of the results of the asbestos survey is attached to this agenda item.

The consulting services for the asbestos abatement specifications, on-site project management, and PCM air monitoring must be provided by an qualified environmental services contractor.

Based on the asbestos survey, a plan will be developed for the abatement of asbestos by an approved asbestos removal contractor. The estimated cost of the abatement at the current proposed scope of work is \$33,000. These costs are included in Studio Steinbomer's Opinion of Probable Costs for the Fire Station No. 1 renovation.

The asbestos abatement would be scheduled first, and the fire station renovation would be scheduled thereafter.

PROJECT SCHEDULE (if applicable): Estimated time for asbestos abatement is 10 days.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The estimated total construction cost, at the current scope, is approximately \$673,000. Additional Architect and Engineering fees of \$49,750 are also anticipated for updates to the Current Drawing, Construction Documentation and Construction Phase Services. Lastly, asbestos abatement consulting fees of \$12,378.

PREVIOUS COUNCIL ACTION: City Council received the initial Fire Station No. 1 Condition Report at the May 4, 2021, City Council Meeting. A second briefing to the city council was

City of Lockhart, Texas

Council Agenda Item Cover Sheet

presented on December 5, 2023.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends the approval of the proposal from Burcham Environmental Services, L.L.C. to provide consulting services for the asbestos abatement for the renovation of Fire Station #1 at 201 W. Market St.

LIST OF SUPPORTING DOCUMENTS: Consulting Proposal Feb. 6, 2024 (201 W. Market Street, Lockhart, Texas), Fire Station #1 Asbestos Report Revised Feb. 20, 2024 (Part 1), Fire Station #1 Asbestos Report Revised Feb. 20, 2024 (Part 2-Final)



February 6th, 2024

Robert Steinbomer, AIA
321 San Jacinto
Lockhart, Texas 778644

RE: CONSULTING SERVICES REQUIRED DURING ABATEMENT OF ASBESTOS-CONTAINING MATERIALS AT FIRE STATION #1 (201 W. MARKET STREET, LOCKHART, TEXAS)

Dear Mr. Steinbomer,

As always, we appreciate the opportunity to provide a proposal for consulting services.

Our proposal for asbestos abatement specifications, on-site project management and PCM air monitoring (required by the Texas Department of State Health Services) and closeout documentation for the following site is included:

<u>Site</u>	<u>Abatement Days</u>	<u>Abatement Shifts</u>
Fire Station #1	10	10

FIRE STATION #1

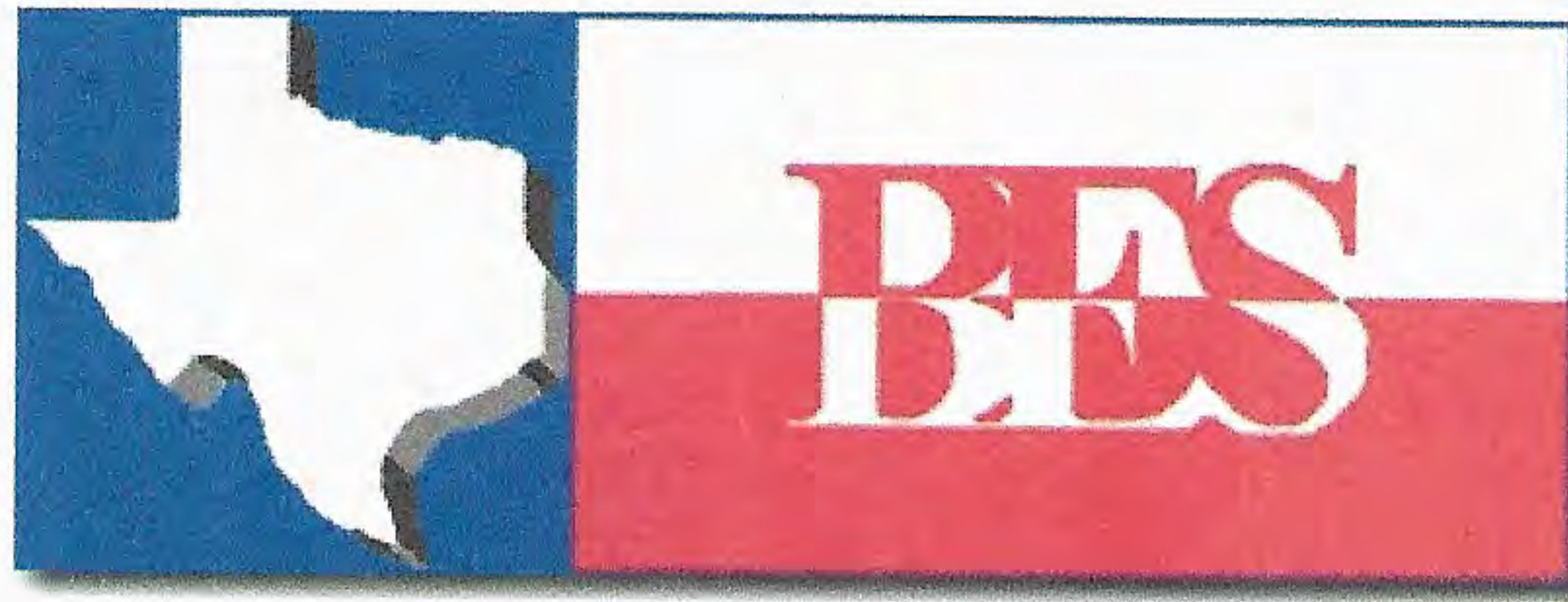
Project Management / PCM Air Monitoring (10 Shifts @ \$1,000.00/Shift).....	\$10,000.00
Asbestos Abatement Specifications / Pre-Bid Conference.....	\$1,500.00
Closeout Documentation.....	\$500.00
Mileage (Roundtrip Wimberley to Lockhart-70 Miles @ 10 Trips x .54/mile).....	\$378.00
TOTAL ESTIMATED CONSULTING FEES	\$12,378.00

Our daily rate is based upon days or hours at the site required for remediation. Days less than 10 for completion will be reduced by \$1,000.00 per day or \$100.00 per hour.

Please feel free to call with any questions or comments.

Sincerely,

Arthur Kent Burcham, President
Burcham Environmental Services, L.L.C.

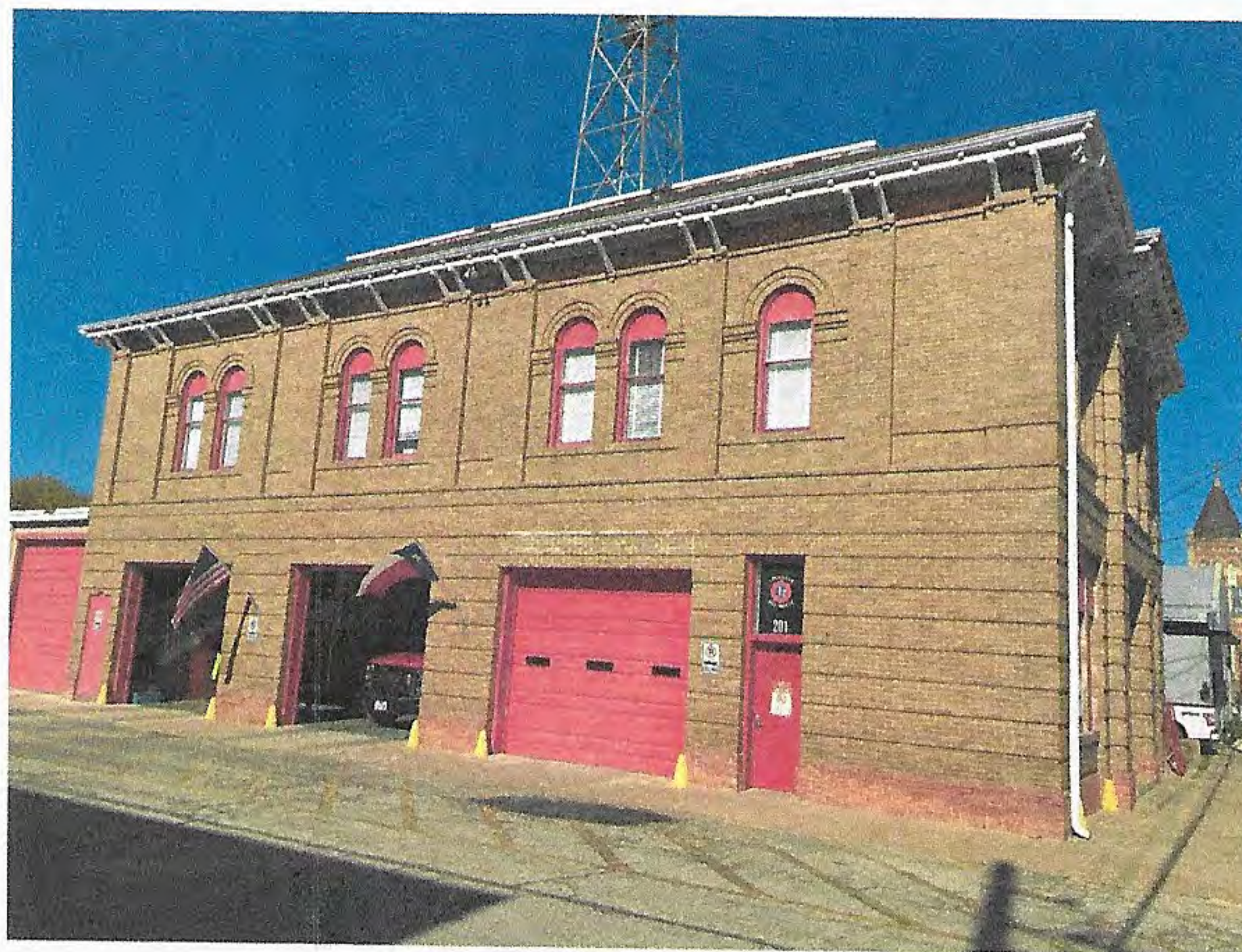


**ASBESTOS INSPECTION REPORT
FOR**

CITY OF LOCKHART
Fire Station #1
201 W. Market Street
Lockhart, Texas

BES Project: 2023-209

Revised February 20th, 2024



Inspection completed by Kent Burcham of Burcham Environmental Services, L.L.C., TDSHS License #10-5317. Expires 12/2023.

Kent Burcham, Consultant

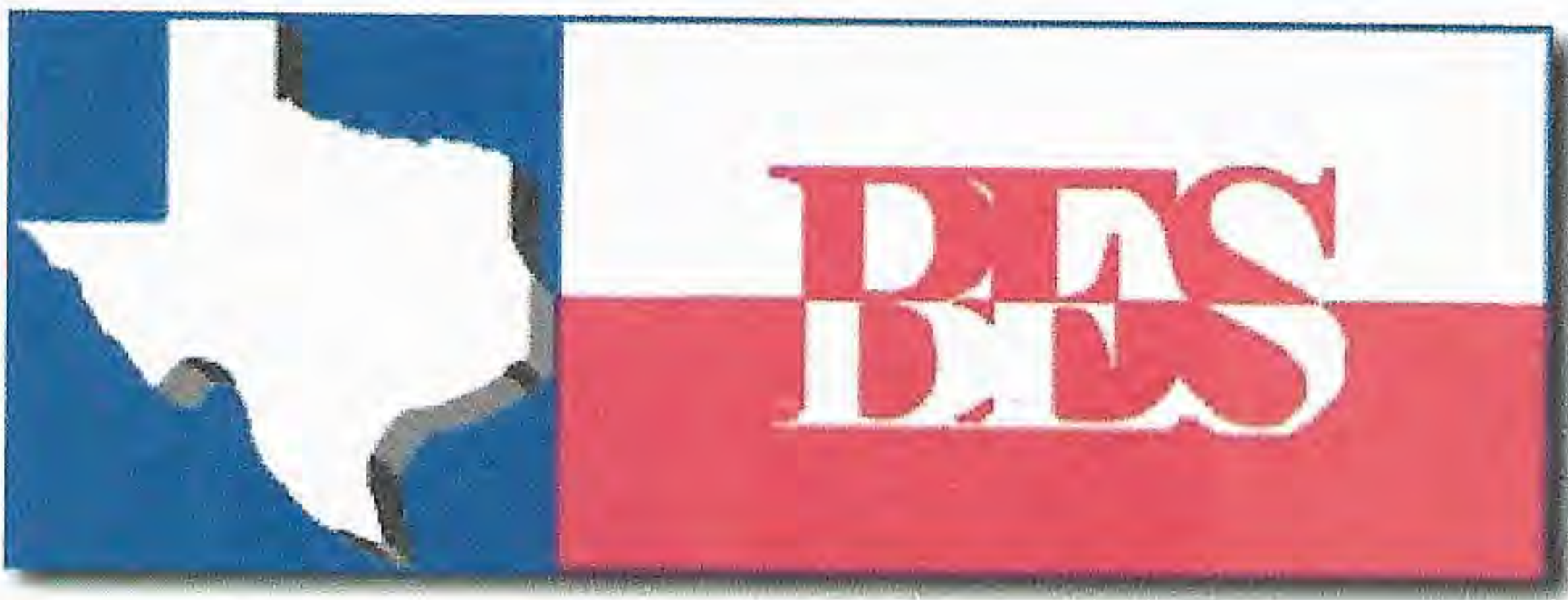
CLIENT

City of Lockhart
Mr. Randy Jenkins
201 W. Market Street
Lockhart, Texas 78644

CONSULTANT

Burcham Environmental Services, L.L.C.
Consultant: Kent Burcham
P.O. Box 2496
Wimberley, Texas 78676

BURCHAM ENVIRONMENTAL SERVICES, L.L.C.
P.O. Box 2496 • Wimberley, Texas 78676 • 512-396-5725 • FAX 512-396-5740



SUMMARY OF FINDINGS (ASBESTOS TESTING)

CITY OF LOCKHART
FIRE STATION #1
201 WEST MARKET STREET
LOCKHART, TEXAS

BES PROJECT NUMBER 2023-209

REVISED FEBRUARY 20TH, 2024

Burcham Environmental Services, L.L.C. (BES) conducted an inspection of Fire Station #1 located at 201 West Market Street, Lockhart, Texas, for the presence of asbestos-containing building materials on December 5th, 2023 and February 14th, 2024. Work completed for this project was conducted under an agreement between BES and the City of Lockhart (Client).

Personnel conducting varying aspects of this inspection included Kent Burcham and Joe Phillips. Inspection and sample collection were conducted under the direction and guidance of Kent Burcham, Texas Department of State Health Services Asbestos Consultant License #10-5317.

This inspection report is “limited” to areas scheduled for renovation as indicated by City of Lockhart personnel.

Samples collected are as follows:

<u>Sample #</u>	<u>**Locality</u>	<u>Type of Material</u>	<u>*Asbestos Content</u>
A-A2	Various Interior Walls/Ceilings (1 st floor)	Sheetrock/Surfacing	*NAD
B-B2	Interior of Exterior Walls (1 st floor)	Plaster Surfacing	*NAD
C-C2	Various Interior Floors (1 st floor)	12”x12” Floor Tile/Mastic (beige)	2% Chrysotile Asbestos
<u>Approx. Quantity:</u> +/- 80 sq.ft.			
<u>Recommendation(s):</u> Remove prior to renovation which might disturb.			
D-D2	Various Interior Ceilings (1 st floor)	Fiberboard Panels	*NAD
E-E2	Exterior Windows (1 st and 2 nd floors)	Window Glazing	2% Chrysotile Asbestos
<u>Approx. Quantity:</u> +/- 25 units.			
<u>Recommendation(s):</u> Remove prior to renovation which might disturb.			
F-F2	Exterior Windows (1 st and 2 nd floors)	Window Caulking	*NAD
G-G2	Various Interior Floors (2 nd floor)	12”x12” Floor Tile/Mastic (beige rock chip pattern)	*NAD

<u>Sample #</u>	<u>**Locality</u>	<u>Type of Material</u>	<u>*Asbestos Content</u>
H-H4	Various Interior Walls/Ceilings (2 nd floor)	Sheetrock/Surfacing	2% Chrysotile Asbestos
<u>Approx. Quantity:</u> +/- 2,800 sq.ft. <u>Recommendation(s):</u> Remove prior to renovation which might disturb.			
I-I2	Interior of Exterior Walls (2 nd floor)	Plaster Surfacing	*NAD
J-J2	Various Interior Ceilings (2 nd floor)	2'x4' Ceiling Panels	*NAD
K-K2	Kitchen (2 nd floor)	Sink Undercoating (white)	*NAD
L-L2	Various Interior Floors (2 nd floor)	Linoleum Flooring (white wood parquet pattern)	*NAD
M-M2	HVAC Ducting Throughout	Duct Sealant Mastic (white)	*NAD
N-N2	Various Interior Floors (2 nd floor)	Carpet/Cove Base Adhesive	*NAD
O-O2	Various Interior Floors (2 nd floor)-Second Layer Beneath G	12"x12" Floor Tile/Mastic (off white)	
P-P2	First Floor and Roof of Structure	Transite Vent Pipe Transite Panels	Assumed Asbestos-Containing

Approx. Quantity: +/- 20 ln.ft. (interior)/+/- 3,200 sq.ft. (roof)
Recommendation(s): Remove prior to renovation which might disturb.

R-R2	2 nd Floor Area Ceiling Previously Not Inspected	Sheetrock/Surfacing	*NAD
S-S2	2 nd Floor Area Walls Previously Not Inspected	Sheetrock/Surfacing	*NAD
T-T2	2 nd Floor Area Ceiling Previously Not Inspected	12"x12" Ceiling Panels	*NAD

*NAD=No Asbestos Detected in Sample(s)
** For Material Localities See Enclosed Diagram

Based upon results of samples collected above, and analyzed by Apex Precision Analytical Services, Inc., TDSHS Laboratory License #30-0312, renovation/demolition which may impact those materials found to contain asbestos equal to or greater than one percent should be conducted by personnel properly trained and equipped for these activities and licensed by the Texas Department of State Health Services and/or in accordance with the US EPA National Emission Standard for Hazardous Air Pollutants (NESHAP).

Should additional areas be discovered during demolition/renovation activities, for which asbestos content is unknown, Client should contact Consultant for additional testing. Non-destructive testing was conducted at this site.

Burcham Environmental Services, L.L.C., has inspected many buildings throughout the State, consisting of many millions of square feet of building space. In almost every structure, our staff encounters areas which are inaccessible and may contain “suspect” asbestos-containing building materials. BES is not responsible for omitting concealed asbestos material not suspected to exist or inaccessible during our site visitation. Further, BES is not responsible for any damage resulting from asbestos being removed, knowingly or unknowingly, if BES is not contacted in writing prior to renovation, demolition, or any other work activities which could disturb “suspect” asbestos-containing building materials.

PRIOR TO RENOVATION OR DEMOLITION

According to the Texas Department of State Health Services Asbestos Regulations 295.34c, a mandatory asbestos inspection

BURCHAM ENVIRONMENTAL SERVICES, L.L.C.
P.O. Box 2496 • Wimberley, Texas 78676 • 512-396-5725 • FAX 512-396-5740

should be completed prior to any renovation or demolition by a licensed inspector. A ten-day notification to the Department of State Health Services will be required prior to any demolition, renovation, or asbestos abatement activity, TACHPA Section 295.61a. A demolition is defined as the wrecking or removal of any load-supporting members of a public building or any asbestos related activity. Identified asbestos may be left in-place during and post construction as long as it is not disturbed and managed properly.

Should an asbestos related activity or any "demolition" occur, then a ten-day notification to the Texas Department of State Health Services will be required.

Should we be of further service to you on this project, or other projects in the future, please do not hesitate to call.

Report prepared by the following Consultant/Inspector(s) licensed by the Texas Department of State Health Services.



Kent Burcham, TDSHS #10-5317, Expires 12/2023



Joe Phillips, TDSHS #10-5677, Expires 8/2025

2/20/24

Date

ASBESTOS BULK ANALYSIS REPORT

Date: December 12, 2023

Burcham Environmental Services LLC

Report: 7123-5139
2023-209 / 201 W. Market

This document shall be considered a duly signed original report of the results obtained from the analysis(es) performed. All analyses are done within government guidelines and regulations.

A handwritten signature in black ink, appearing to read 'G. Simmons', written over a horizontal line.

Gary R. Simmons
Laboratory Manager

Lab Comments on Project: N/A

PLM (Bulk) - Asbestos Analysis Report - Visual ID

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials and EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

Burcham Environmental Services LLC
14306 RR 12, Suite 5
Wimberley, TX 78676
512-396-5725
Contact: Kent Burcham

Report Number: 7123-5139
Report Date: December 12, 2023
Samples Collected: December 7, 2023
Date Received: December 8, 2023
Turn-around time: 48 Hour

Job ID / Site: 2023-209 / 201 W. Market

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
A	7123-5139-01A	White / Paint,Texture / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-01B	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10% Fibrous Glass 2%	Binder
A1	7123-5139-02A	White / Paint,Texture / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-02B	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10% Fibrous Glass 2%	Binder
A2	7123-5139-03A	White / Texture / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-03B	Off White / Joint Tape / Fibrous / Homogeneous	None Detected	Cellulose 95%	Binder
	7123-5139-03C	White / Joint Compound / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-03D	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10% Fibrous Glass 2%	Binder
B	7123-5139-04	White,Tan / Material / NonFibrous / Homogeneous	None Detected	None Detected	Binder
B1	7123-5139-05	White,Tan / Material / NonFibrous / Homogeneous	None Detected	None Detected	Binder

Analytical results and reports are generated by Apex Precision Analytical Services at the request of and for the exclusive use of the person or entity (client) named on such report. Result, reports or copies of same will not be released by Apex Precision Analytical Services to any third party without the written request from client. These results only represent the materials submitted. Supporting laboratory documentation is available upon request. This report cannot be used to represent conditions at any other location, date or time and does not imply that this space is free from these or any other contaminants. No responsibility or liability is assumed for the manner in which these results are used or interpreted. This must not be used to claim product endorsement by NVLAP or any government agency of the United States. Apex Precision Analytical Services reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

NVLAP Lab Code: 200633-0 PLM

Page 2 of 9

TDSHS Asbestos License#: 30-0312 PLM/PCM

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Job ID / Site: 2023-209 / 201 W. Market

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
B2	7123-5139-06	White,Tan / Material / NonFibrous / Homogeneous	None Detected	None Detected	Binder
C	7123-5139-07A	Tan / 12x12 Floor Tile / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
	7123-5139-07B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder
C1	7123-5139-08A	Tan / 12x12 Floor Tile / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
	7123-5139-08B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder
C2	7123-5139-09A	Tan / 12x12 Floor Tile / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
	7123-5139-09B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder
D	7123-5139-10	White,Brown / Fiberboard / Fibrous / Homogeneous	None Detected	Cellulose 70%	Binder
D1	7123-5139-11	White,Brown / Fiberboard / Fibrous / Homogeneous	None Detected	Cellulose 70%	Binder
D2	7123-5139-12	White,Brown / Fiberboard / Fibrous / Homogeneous	None Detected	Cellulose 70%	Binder

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PLM (Bulk) - Asbestos Analysis Report - Visual ID

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Turn-around time: 48 Hour

Job ID / Site: 2023-209 / 201 W. Market

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
E	7123-5139-13	White / Window Glazing / Fibrous / Homogeneous	None Detected	Cellulose 2%	Binder
E1	7123-5139-14	White / Window Glazing / Fibrous / Homogeneous	None Detected	Cellulose 2%	Binder
E2	7123-5139-15	White / Window Glazing / Fibrous / Homogeneous	Chrysotile 2%	Cellulose 2%	Binder
F	7123-5139-16	White / Window Caulking / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
F1	7123-5139-17	White / Window Caulking / NonFibrous / Homogeneous	None Detected	None Detected	Binder
F2	7123-5139-18	White / Window Caulking / NonFibrous / Homogeneous	None Detected	None Detected	Binder
G	7123-5139-19A	Off White / 12x12 Floor Tile / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-19B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder
G1	7123-5139-20A	Off White / 12x12 Floor Tile / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-20B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder

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NVLAP Lab Code: 200633-0 PLM

TDSHS Asbestos License#: 30-0312 PLM/PCM

PLM (Bulk) - Asbestos Analysis Report - Visual ID

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials and EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

Burcham Environmental Services LLC
14306 RR 12, Suite 5
Wimberley, TX 78676
512-396-5725
Contact: Kent Burcham

Report Number: 7123-5139
Report Date: December 12, 2023
Samples Collected: December 7, 2023
Date Received: December 8, 2023
Turn-around time: 48 Hour

Job ID / Site: 2023-209 / 201 W. Market

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
G2	7123-5139-21A	Off White / 12x12 Floor Tile / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-21B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder
H	7123-5139-22A	White / Texture,Joint Compound / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-22B	White / Joint Tape / Fibrous / Homogeneous	None Detected	Fibrous Glass 95%	Binder
	7123-5139-22C	Brown,Pink / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10%	Binder
H1	7123-5139-23A	White / Texture / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
	7123-5139-23B	Off White / Joint Tape / Fibrous / Homogeneous	None Detected	Cellulose 95%	Binder
	7123-5139-23C	White / Joint Compound / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
	7123-5139-23D	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10% Fibrous Glass 2%	Binder
H2	7123-5139-24A	White / Paint,Texture / NonFibrous / Homogeneous	None Detected	None Detected	Binder

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Job ID / Site: 2023-209 / 201 W. Market

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
H2	7123-5139-24B	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10% Fibrous Glass 2%	Binder
H3	7123-5139-25A	White / Texture / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
	7123-5139-25B	Off White / Joint Tape / Fibrous / Homogeneous	None Detected	Cellulose 95%	Binder
	7123-5139-25C	White / Joint Compound / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
	7123-5139-25D	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10%	Binder
H4	7123-5139-26A	White / Texture / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
	7123-5139-26B	Off White / Joint Tape / Fibrous / Homogeneous	None Detected	Cellulose 95%	Binder
	7123-5139-26C	White / Joint Compound / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
	7123-5139-26D	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10%	Binder
I	7123-5139-27	White,Brown / Material / NonFibrous / Homogeneous	None Detected	None Detected	Binder

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NVLAP Lab Code: 200633-0 PLM

TDSHS Asbestos License#: 30-0312 PLM/PCM

PLM (Bulk) - Asbestos Analysis Report - Visual ID

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials and EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

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Report Date: December 12, 2023
Samples Collected: December 7, 2023
Date Received: December 8, 2023
Turn-around time: 48 Hour

Job ID / Site: 2023-209 / 201 W. Market

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
I1	7123-5139-28	White,Brown / Material / NonFibrous / Homogeneous	None Detected	None Detected	Binder
I2	7123-5139-29	White,Brown / Material / NonFibrous / Homogeneous	None Detected	None Detected	Binder
J	7123-5139-30	White,Grey / 2x4 Ceiling Tile / Fibrous / Homogeneous	None Detected	Cellulose 45% Fibrous Glass 10%	Binder
J1	7123-5139-31	White,Grey / 2x4 Ceiling Tile / Fibrous / Homogeneous	None Detected	Cellulose 45% Fibrous Glass 10%	Binder
J2	7123-5139-32	White,Grey / 2x4 Ceiling Tile / Fibrous / Homogeneous	None Detected	Cellulose 45% Fibrous Glass 10%	Binder
K	7123-5139-33	White / Sink Coating / Fibrous / Homogeneous	None Detected	Cellulose 3%	Binder
K1	7123-5139-34	White / Sink Coating / Fibrous / Homogeneous	None Detected	Cellulose 3%	Binder
K2	7123-5139-35	White / Sink Coating / Fibrous / Homogeneous	None Detected	Cellulose 3%	Binder
L	7123-5139-36A	Brown / Linoleum / Fibrous / Homogeneous	None Detected	Cellulose 60%	Binder
	7123-5139-36B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder

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NVLAP Lab Code: 200633-0 PLM

Page 7 of 9

TDSHS Asbestos License#: 30-0312 PLM/PCM

PLM (Bulk) - Asbestos Analysis Report - Visual ID

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials and EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

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Turn-around time: 48 Hour

Job ID / Site: 2023-209 / 201 W. Market

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
L1	7123-5139-37A	Brown / Linoleum / Fibrous / Homogeneous	None Detected	Cellulose 60%	Binder
	7123-5139-37B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder
L2	7123-5139-38A	Brown / Linoleum / Fibrous / Homogeneous	None Detected	Cellulose 60%	Binder
	7123-5139-38B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder
M	7123-5139-39A	White,Silver / Mastic Wrap / Fibrous / Homogeneous	None Detected	Cellulose 20% Fibrous Glass 5%	Binder
	7123-5139-39B	Yellow / Insulation / Fibrous / Homogeneous	None Detected	Fibrous Glass 95%	Binder
M1	7123-5139-40A	White,Silver / Mastic Wrap / Fibrous / Homogeneous	None Detected	Cellulose 20% Fibrous Glass 5%	Binder
	7123-5139-40B	Yellow / Insulation / Fibrous / Homogeneous	None Detected	Fibrous Glass 95%	Binder
M2	7123-5139-41A	White,Silver / Mastic Wrap / Fibrous / Homogeneous	None Detected	Cellulose 20% Fibrous Glass 5%	Binder
	7123-5139-41B	Yellow / Insulation / Fibrous / Homogeneous	None Detected	Fibrous Glass 95%	Binder

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PLM (Bulk) - Asbestos Analysis Report - Visual ID

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials and EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

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Report Number: 7123-5139
Report Date: December 12, 2023
Samples Collected: December 7, 2023
Date Received: December 8, 2023
Turn-around time: 48 Hour

Job ID / Site: 2023-209 / 201 W. Market

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
N	7123-5139-42	White, Yellow, Brown / Mastic, Material / Fibrous / Homogeneous	None Detected	Synthetic Cellulose 10% 10%	Binder
N1	7123-5139-43	White, Yellow, Brown / Mastic, Material / Fibrous / Homogeneous	None Detected	Synthetic Cellulose 10% 10%	Binder
N2	7123-5139-44	White, Yellow, Brown / Mastic, Material / Fibrous / Homogeneous	None Detected	Synthetic Cellulose 10% 10%	Binder
O	7123-5139-45A	Off White / 12x12 Floor Tile / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-45B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder
O1	7123-5139-46A	Off White / 12x12 Floor Tile / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-46B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder
O2	7123-5139-47A	Off White / 12x12 Floor Tile / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7123-5139-47B	Yellow / Mastic / NonFibrous / Homogeneous	None Detected	None Detected	Binder

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NVLAP Lab Code: 200633-0 PLM

TDSHS Asbestos License#: 30-0312 PLM/PCM

7123-5139

Company Name:

P.O. Box 2496

Wimberley, Tx 78676

(512) 396-5725

(512) 396-5740



12-7-23

JOE PHILLIPS

注

2023-209

201 W. MARKET

[illegible]

ASBESTOS BULK ANALYSIS REPORT

Date: February 19, 2024

Burcham Environmental Services LLC

Report: 7124-0606
2023-209 / 201 W. Market

This document shall be considered a duly signed original report of the results obtained from the analysis(es) performed. All analyses are done within government guidelines and regulations.

A handwritten signature in black ink, appearing to read 'G. Simmons', written over a horizontal line.

Gary R. Simmons
Laboratory Manager

Lab Comments on Project: N/A

PLM (Bulk) - Asbestos Analysis Report - Visual ID

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials and EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

Burcham Environmental Services LLC
14306 RR 12, Suite 5
Wimberley, TX 78676
512-396-5725
Contact: Kent Burcham

Report Number: 7124-0606
Report Date: February 19, 2024
Samples Collected: February 14, 2024
Date Received: February 15, 2024
Turn-around time: 48 Hour

Job ID / Site: 2023-209 / 201 W. Market

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
R	7124-0606-01A	White / Texture / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7124-0606-01B	Brown,White / Stair Tread / Fibrous / Homogeneous	None Detected	Cellulose 10% Fibrous Glass 2%	Binder
R1	7124-0606-02A	White / Texture / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7124-0606-02B	Off White / Joint Tape / Fibrous / Homogeneous	None Detected	Cellulose 95%	Binder
	7124-0606-02C	White / Joint Compound / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7124-0606-02D	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10% Fibrous Glass 2%	Binder
R2	7124-0606-03A	White / Texture / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7124-0606-03B	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10% Fibrous Glass 2%	Binder
S	7124-0606-04A	White / Texture / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7124-0606-04B	Off White / Joint Tape / Fibrous / Homogeneous	None Detected	Cellulose 95%	Binder

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PLM (Bulk) - Asbestos Analysis Report - Visual ID

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Burcham Environmental Services LLC
14306 RR 12, Suite 5
Wimberley, TX 78676
512-396-5725
Contact: Kent Burcham

Report Number: 7124-0606
Report Date: February 19, 2024
Samples Collected: February 14, 2024
Date Received: February 15, 2024
Turn-around time: 48 Hour

Job ID / Site: 2023-209 / 201 W. Market

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
S	7124-0606-04C	White / Joint Compound / NonFibrous / Homogeneous	None Detected	None Detected	Binder
S1	7124-0606-05A	White / Texture / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7124-0606-05B	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10% Fibrous Glass 2%	Binder
S2	7124-0606-06A	White / Texture / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	7124-0606-06B	Brown,White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10% Fibrous Glass 2%	Binder
T	7124-0606-07	White,Brown / Ceiling Tile / Fibrous / Homogeneous	None Detected	Cellulose 85%	Binder
T1	7124-0606-08	White,Brown / Ceiling Tile / Fibrous / Homogeneous	None Detected	Cellulose 85%	Binder
T2	7124-0606-09	White,Brown / Ceiling Tile / Fibrous / Homogeneous	None Detected	Cellulose 85%	Binder

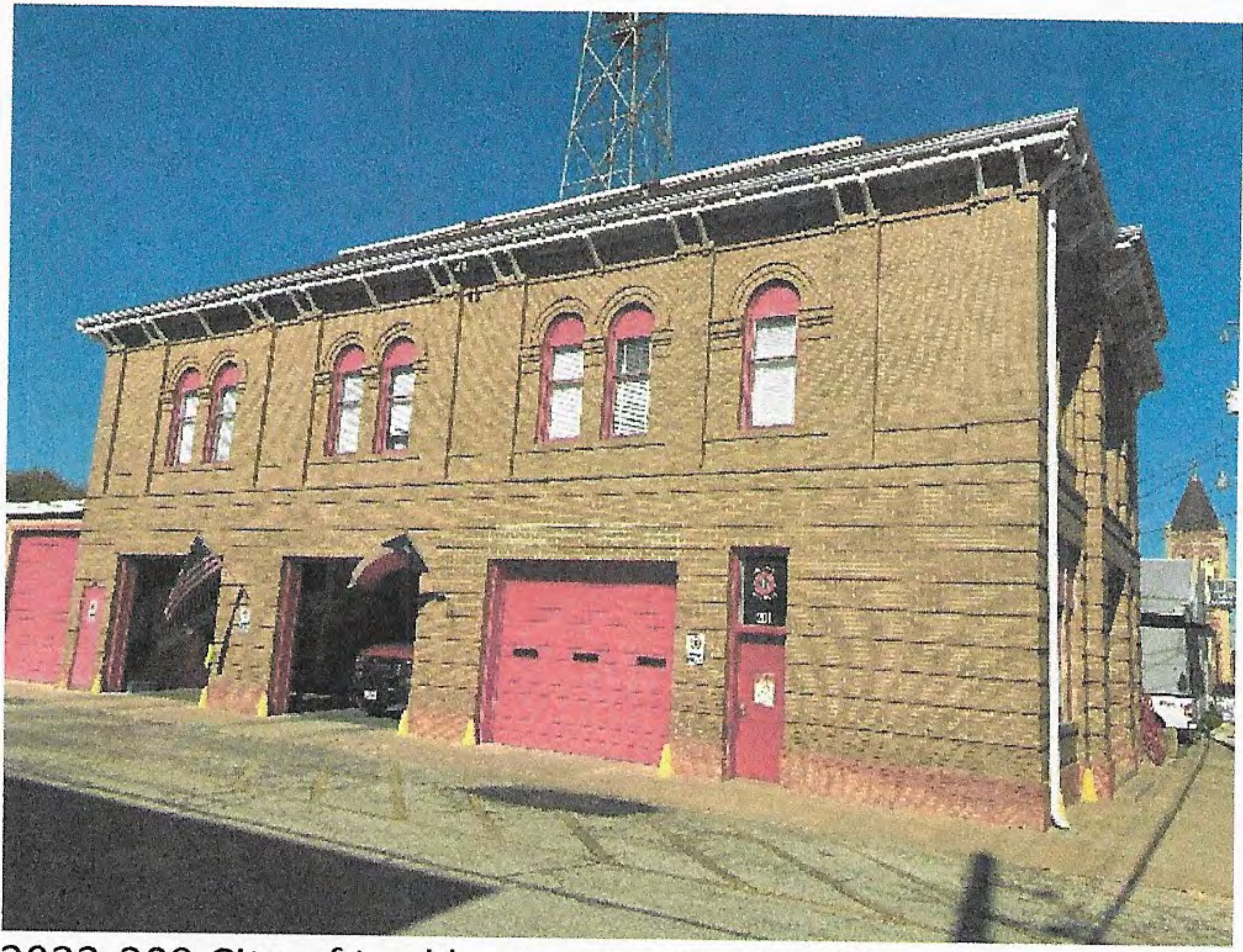
Analytical results and reports are generated by Apex Precision Analytical Services at the request of and for the exclusive use of the person or entity (client) named on such report. Result, reports or copies of same will not be released by Apex Precision Analytical Services to any third party without the written request from client. These results only represent the materials submitted. Supporting laboratory documentation is available upon request. This report cannot be used to represent conditions at any other location, date or time and does not imply that this space is free from these or any other contaminants. No responsibility or liability is assumed for the manner in which these results are used or interpreted. This must not be used to claim product endorsement by NVLAP or any government agency of the United States. Apex Precision Analytical Services reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

CHAIN OF CUSTODY FORM

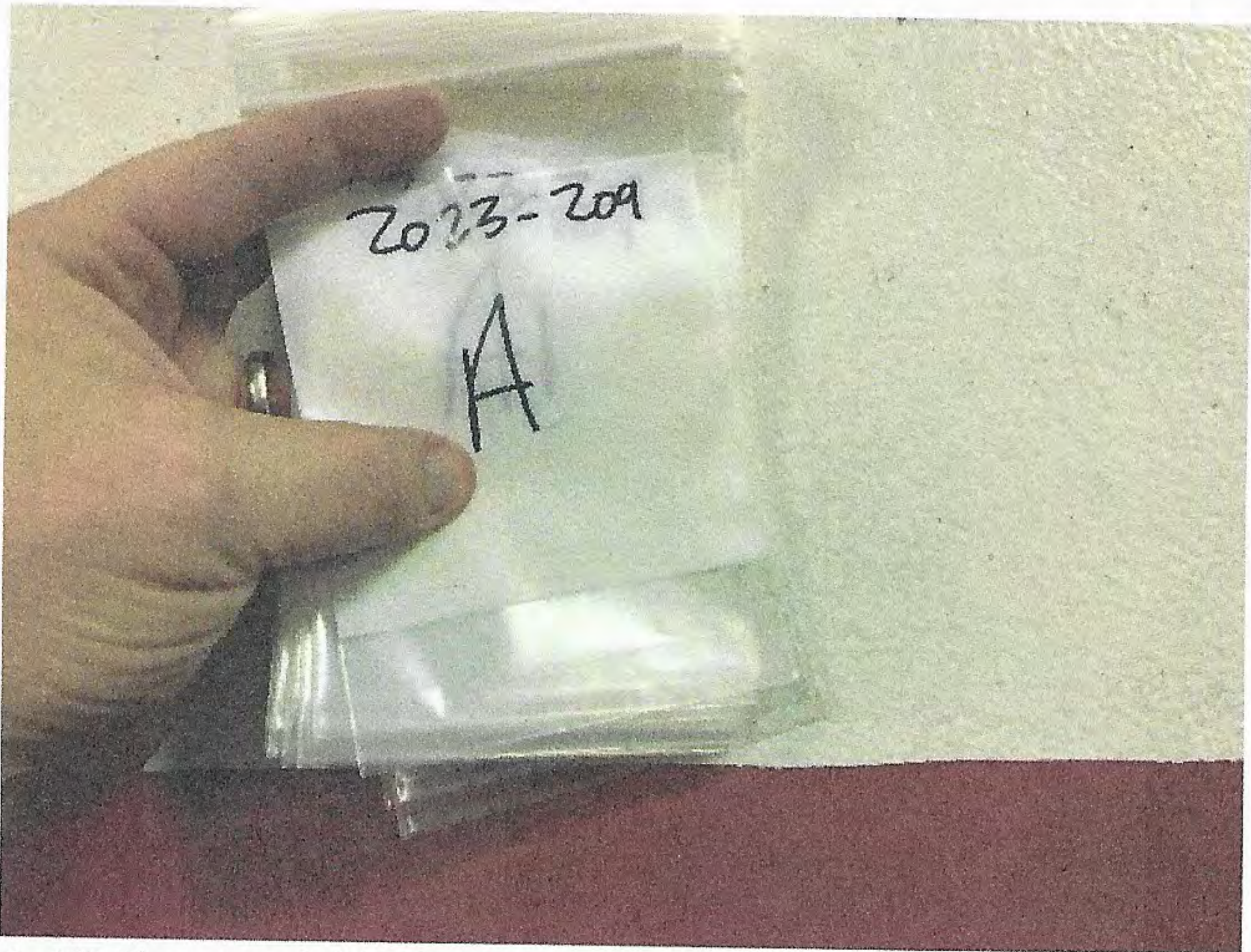
7124-0606

Company Name:	Burcham Environmental	Date:	2-14-24
Address:	125 South LBJ	Contact Name:	JOE PHILLIPS
City, State, Zip:	San Marcos, TX 78666	Sampler Name:	J.P.
Phone# :	(512) 396-5725	Project #:	2023-209
Fax#:	(512) 396-5740	P.O. #:	201 W. MARKET - MARKET

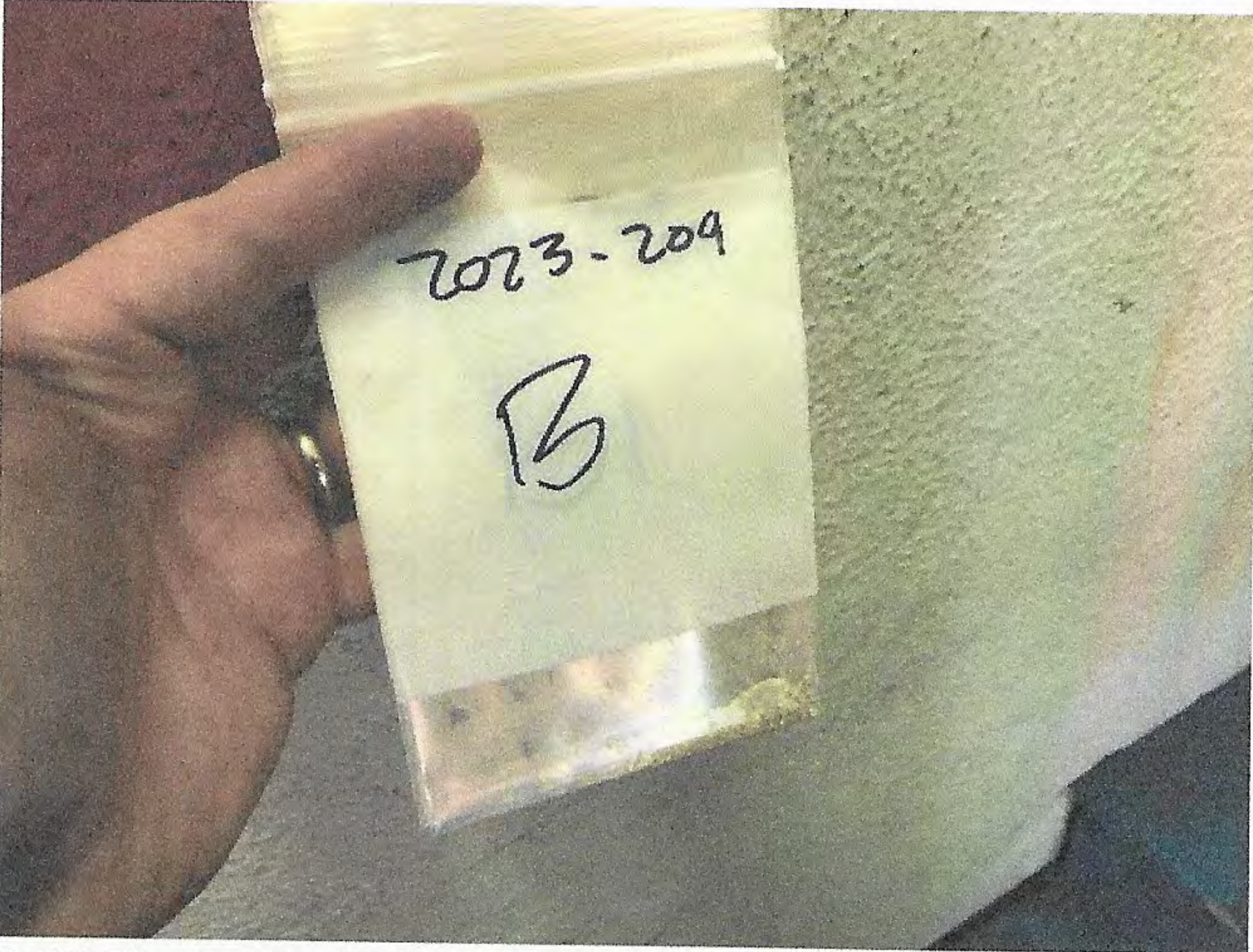
Sample Number	Sample Date	Asbestos				Lead				Other Metals (Specify metals below)				Air Volume (L) OR Wipe Area (ft ²) OR Scrape Area (cm ²)	Comments
		Bulk ID by PLM	Asbestos Wipe	Fiber Count (PCM)	TEM Air	TEM Chatfield (Bulk)	Air	Paint	Soil	Wipe	TCLP (Pb)	Waste Water	TCLP RCRA 8		
R-R2	2-14-24	✓													S/R+J.C. CEILING
S-J2	↓	✓													S/R+J.C. WALLS
T-T2		✓													12x12 C.T. P/NHOLE
Released by:	JOE PHILLIPS	Signature:										Date:	2-14-24		
Received by:	JESSICA SIMMONS	Signature:										Date:	02/15/24 09:50		
Released by:		Signature:										Date:			
Received by:		Signature:										Date:			



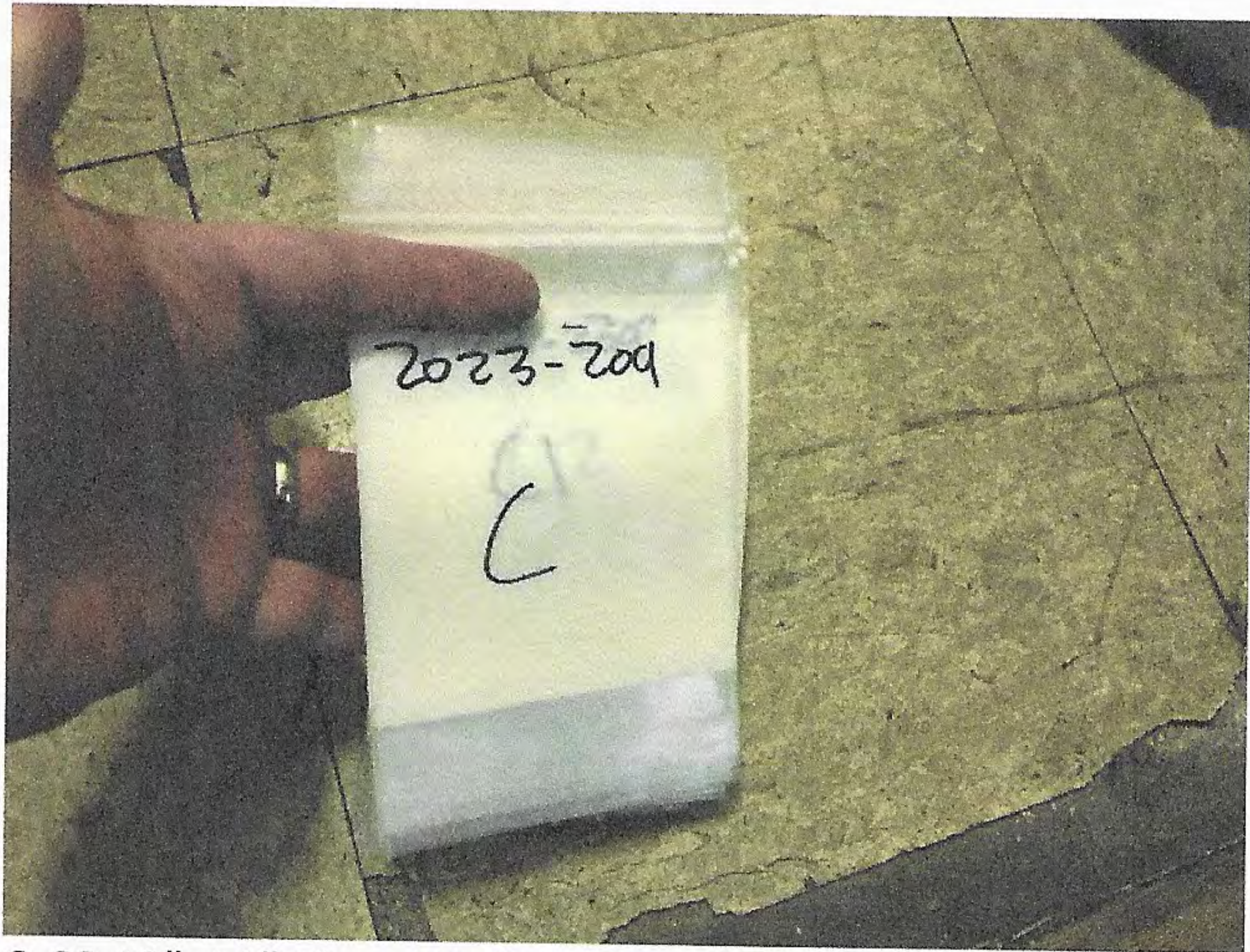
2023-209 City of Lockhart – Fire Station #1



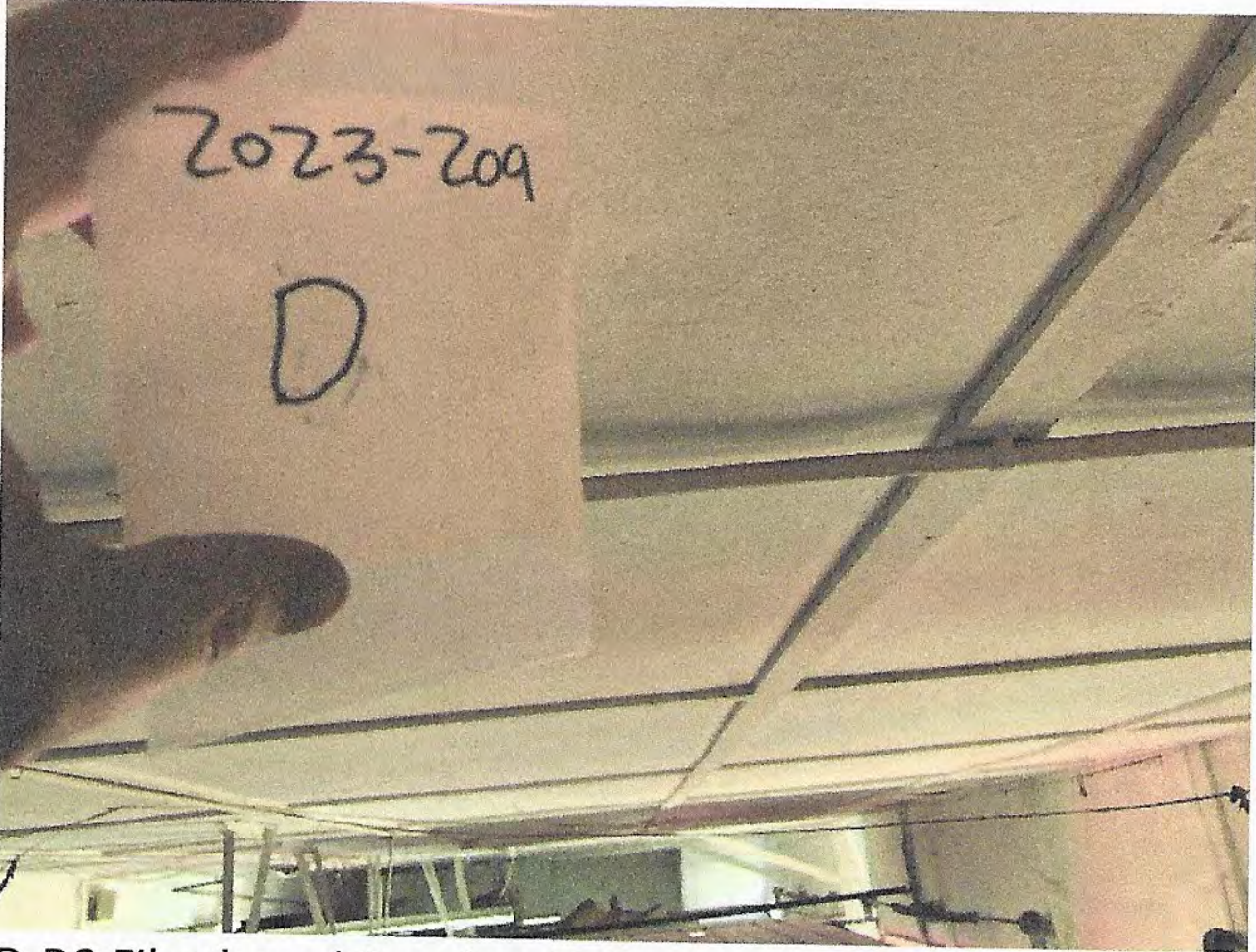
A-A2 Sheetrock/Surfacing



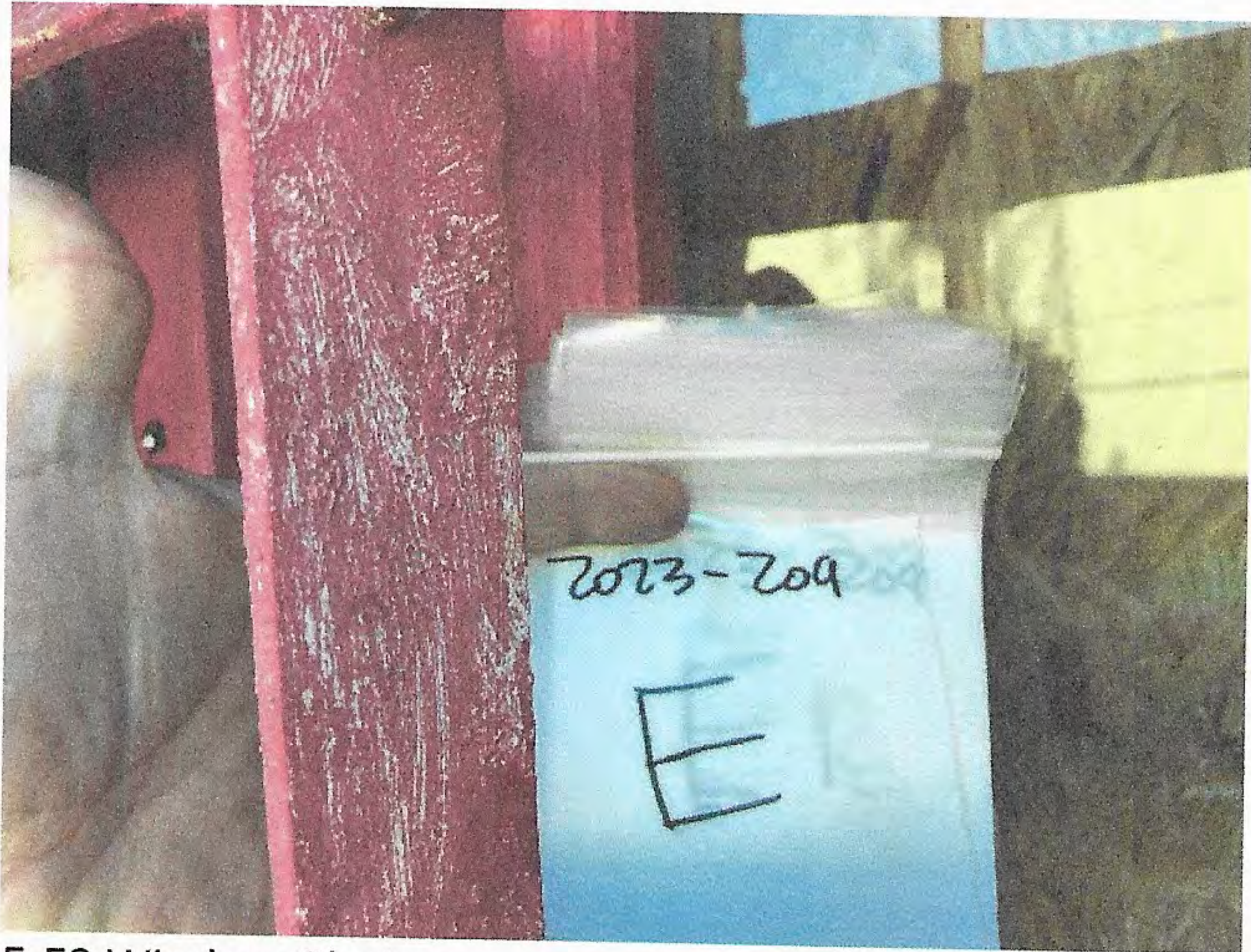
B-B2 Plaster Surfacing



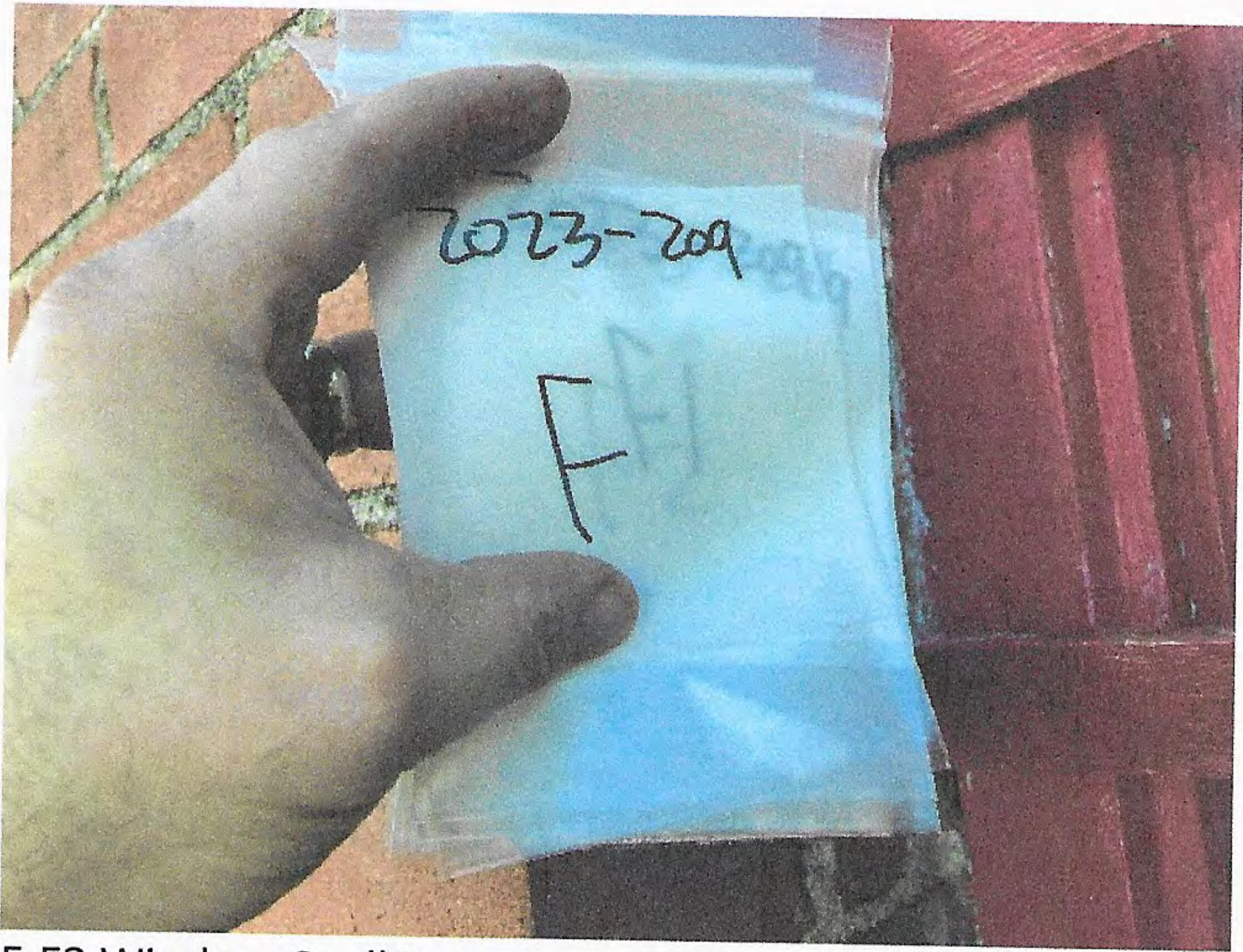
C-C2 12"x12" Floor Tile/Mastic



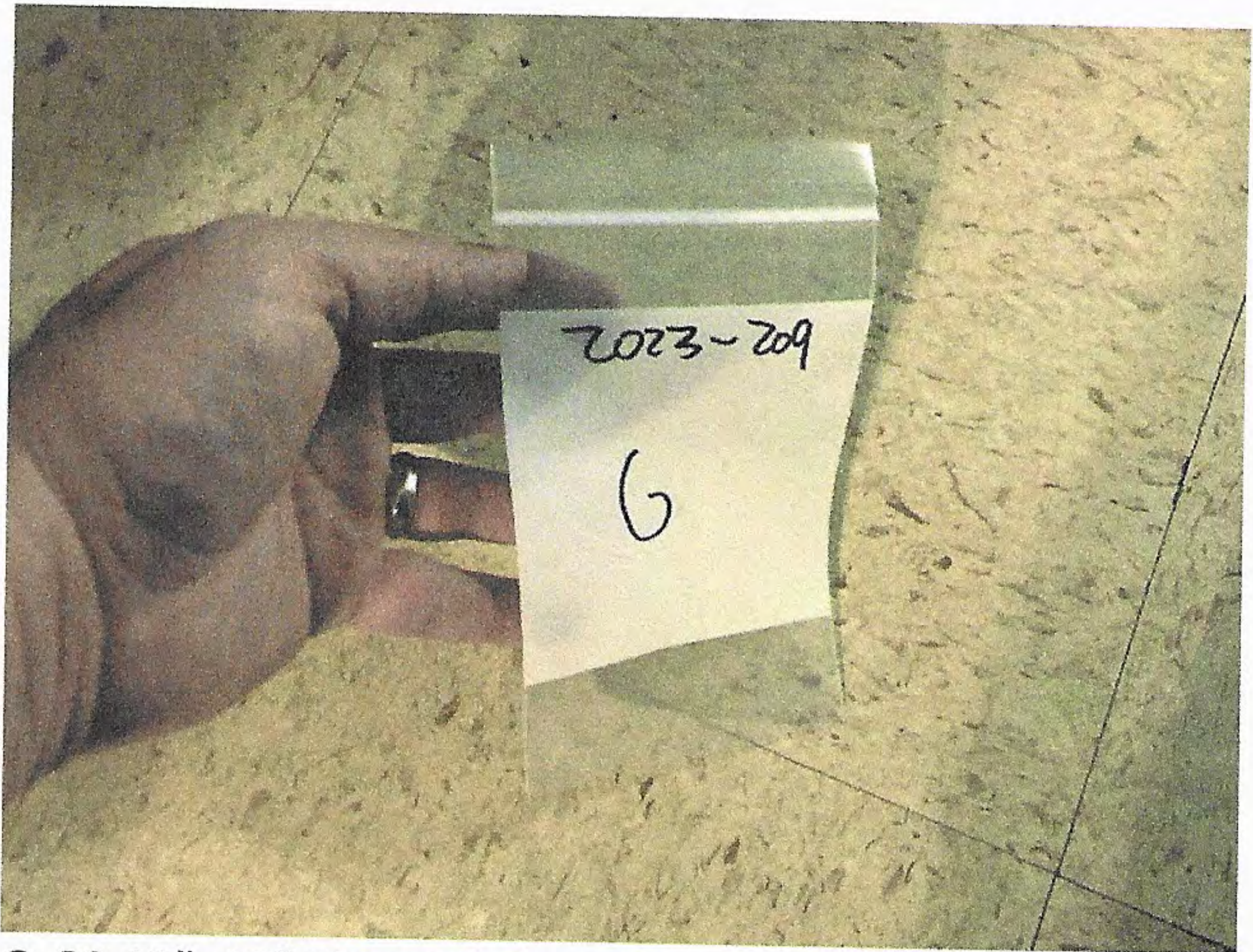
D-D2 Fiberboard Panels with Texture



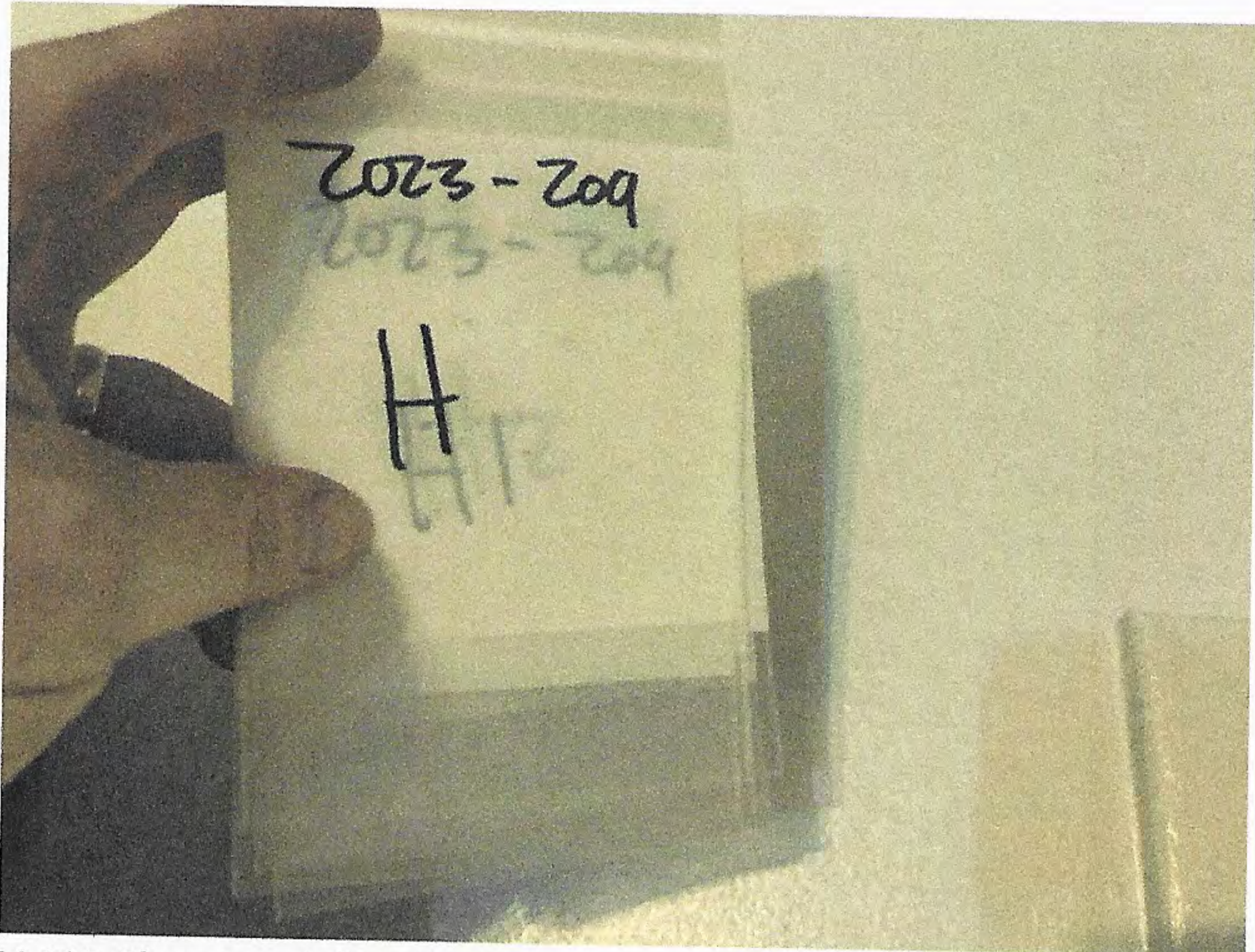
E-E2 Window Glazing



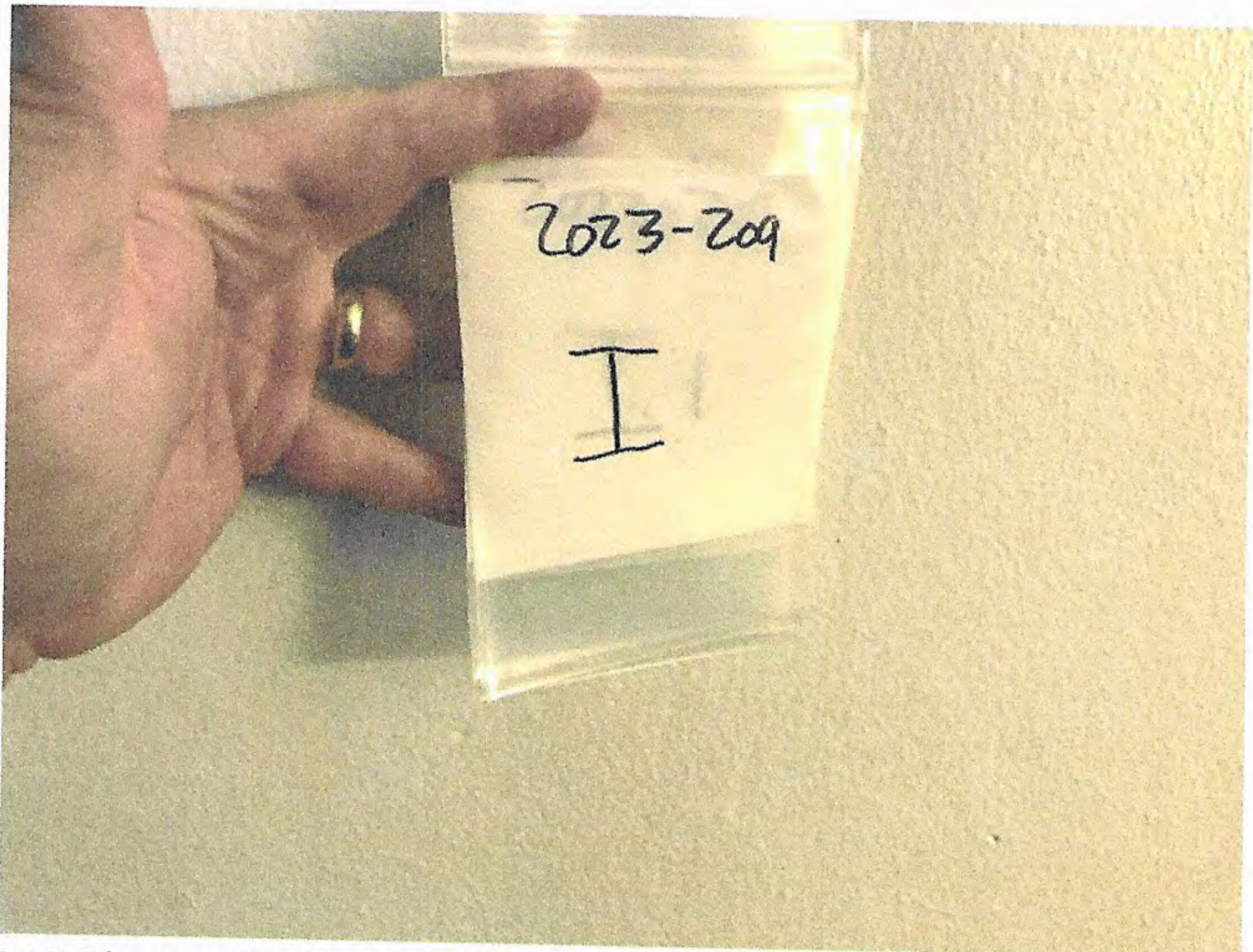
F-F2 Window Caulking



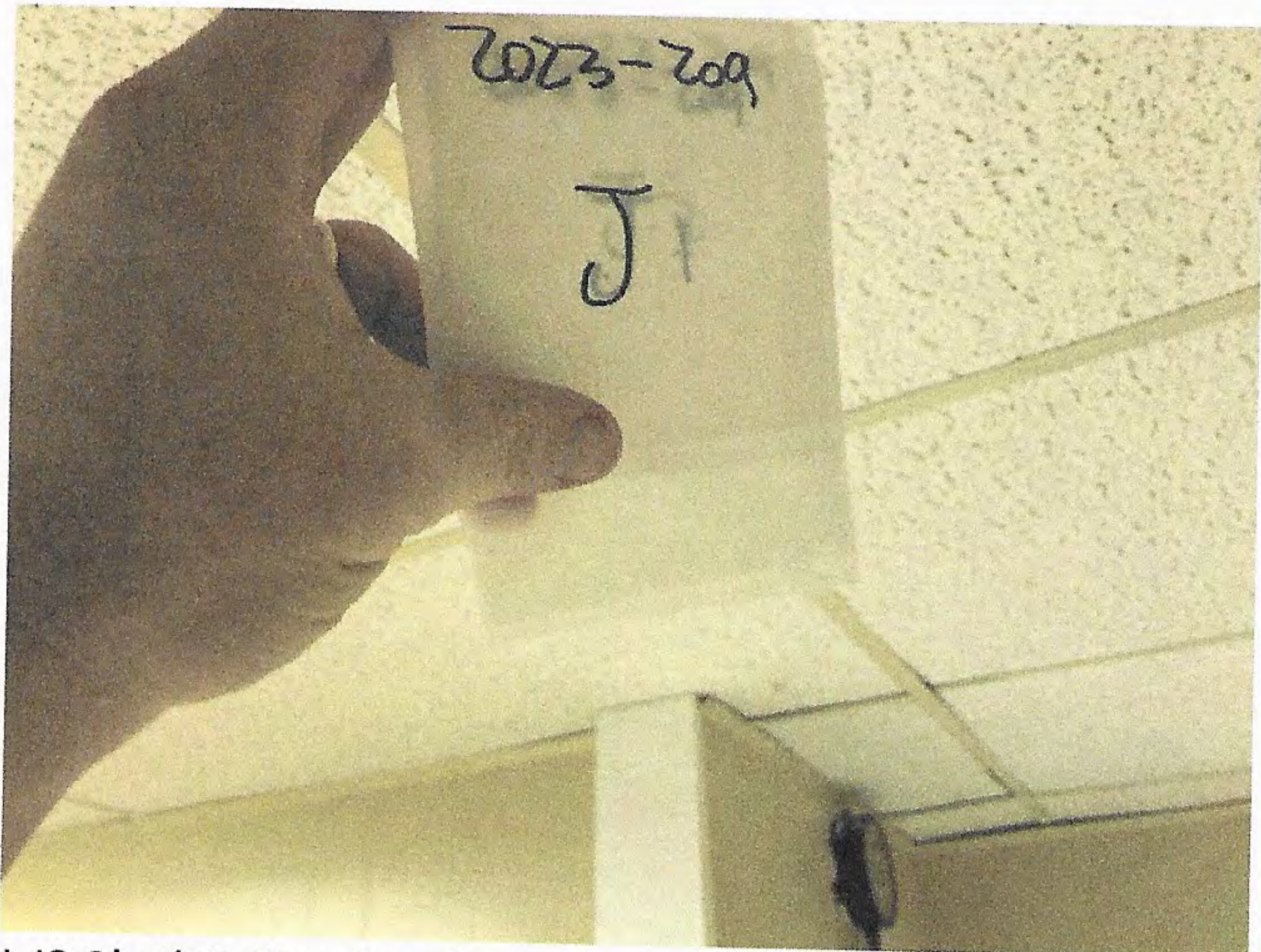
G-G2 12"x12" Floor Tile/Mastic



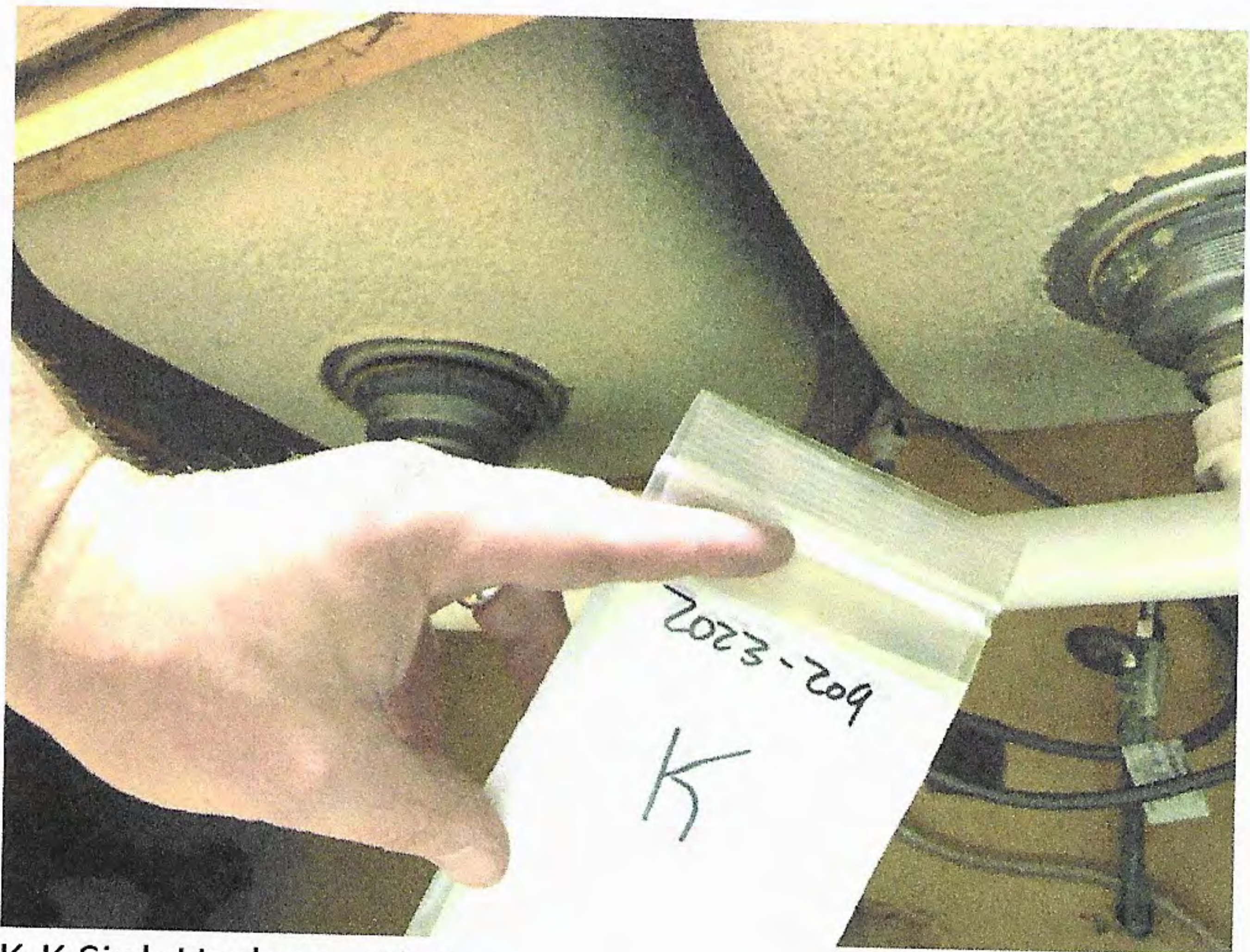
H-H4 Sheetrock/Surfacing



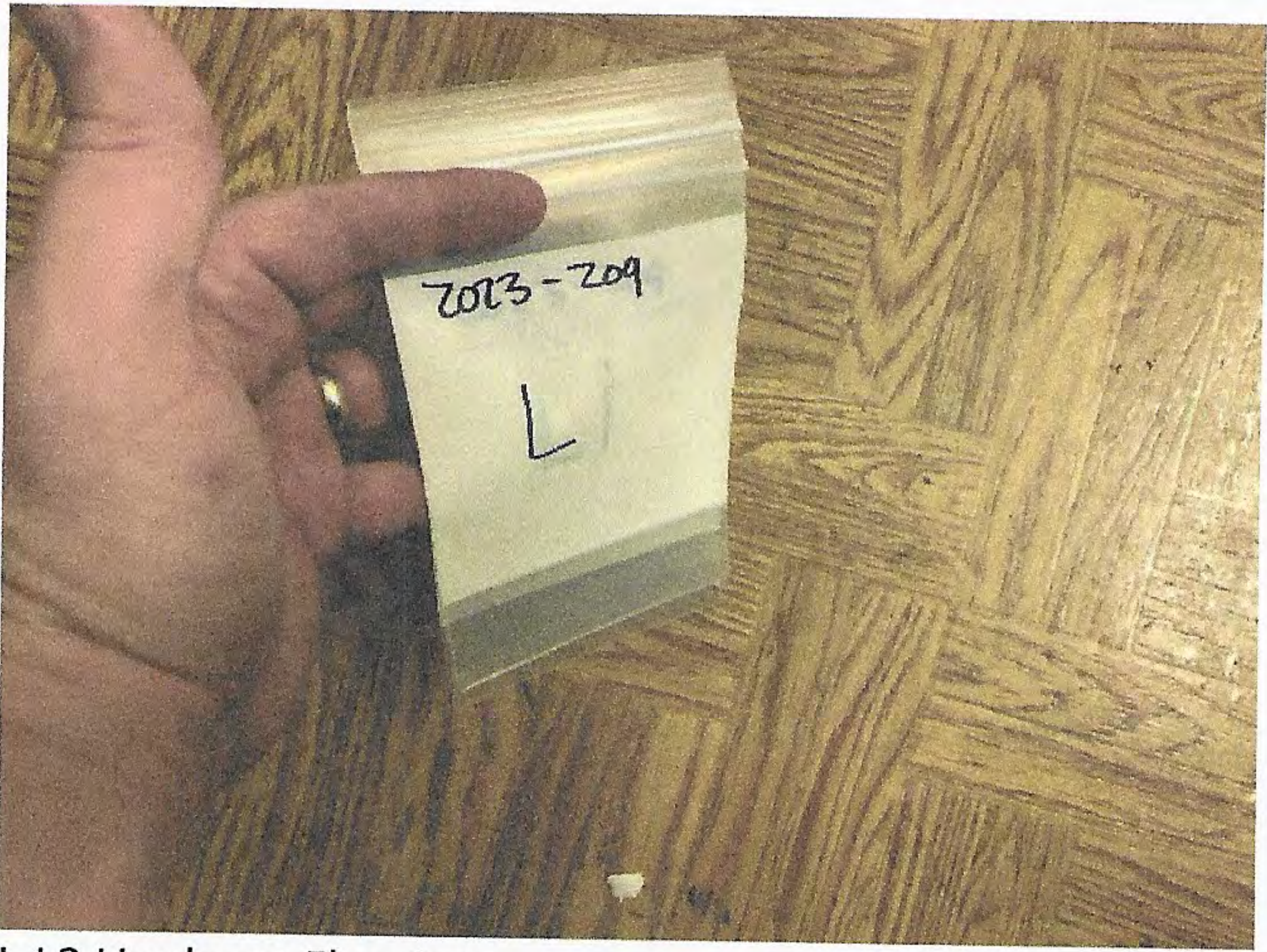
I-I2 Plaster Surfacing



J-J2 2'x4' Ceiling Panels



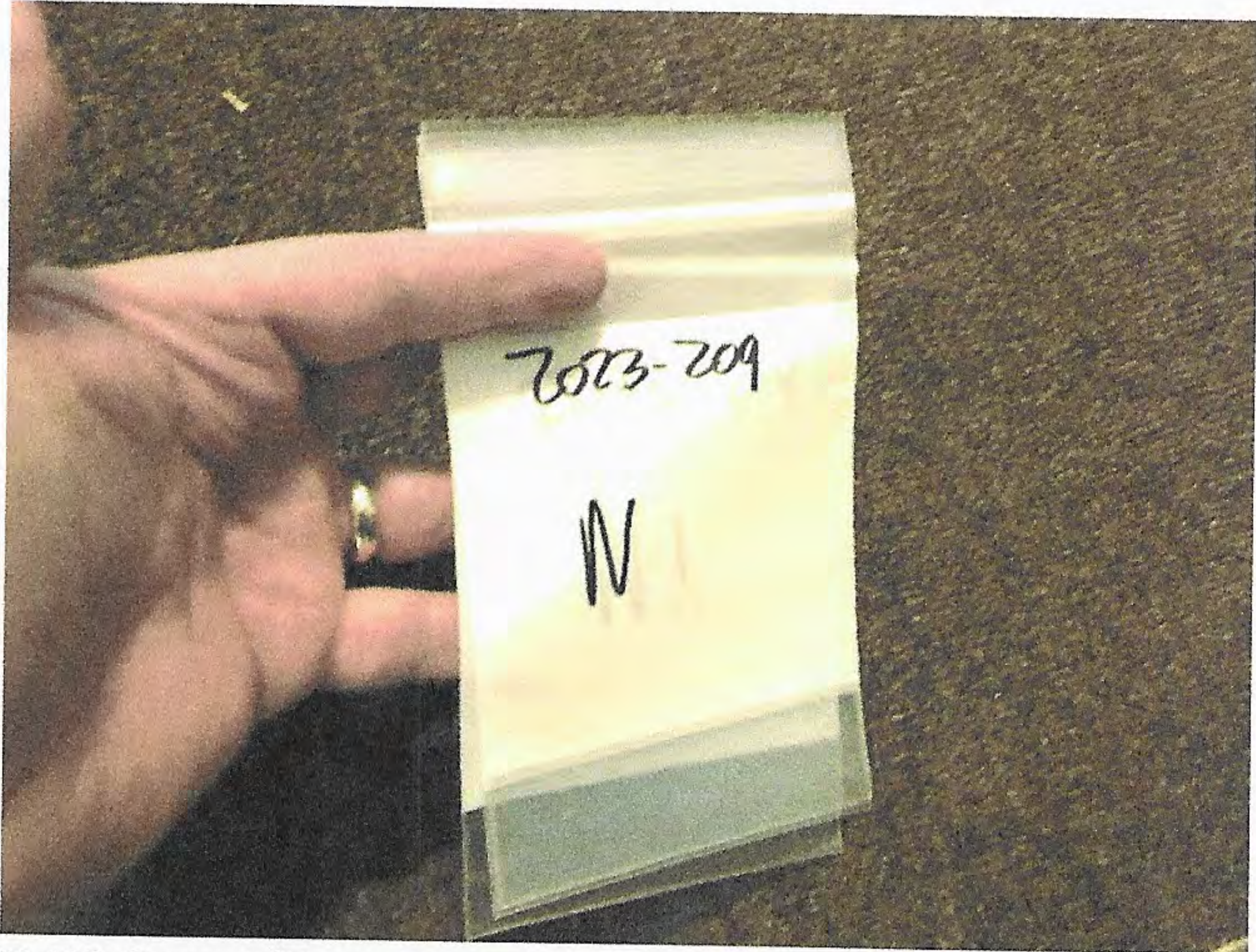
K-K Sink Undercoating



L-L2 Linoleum Flooring

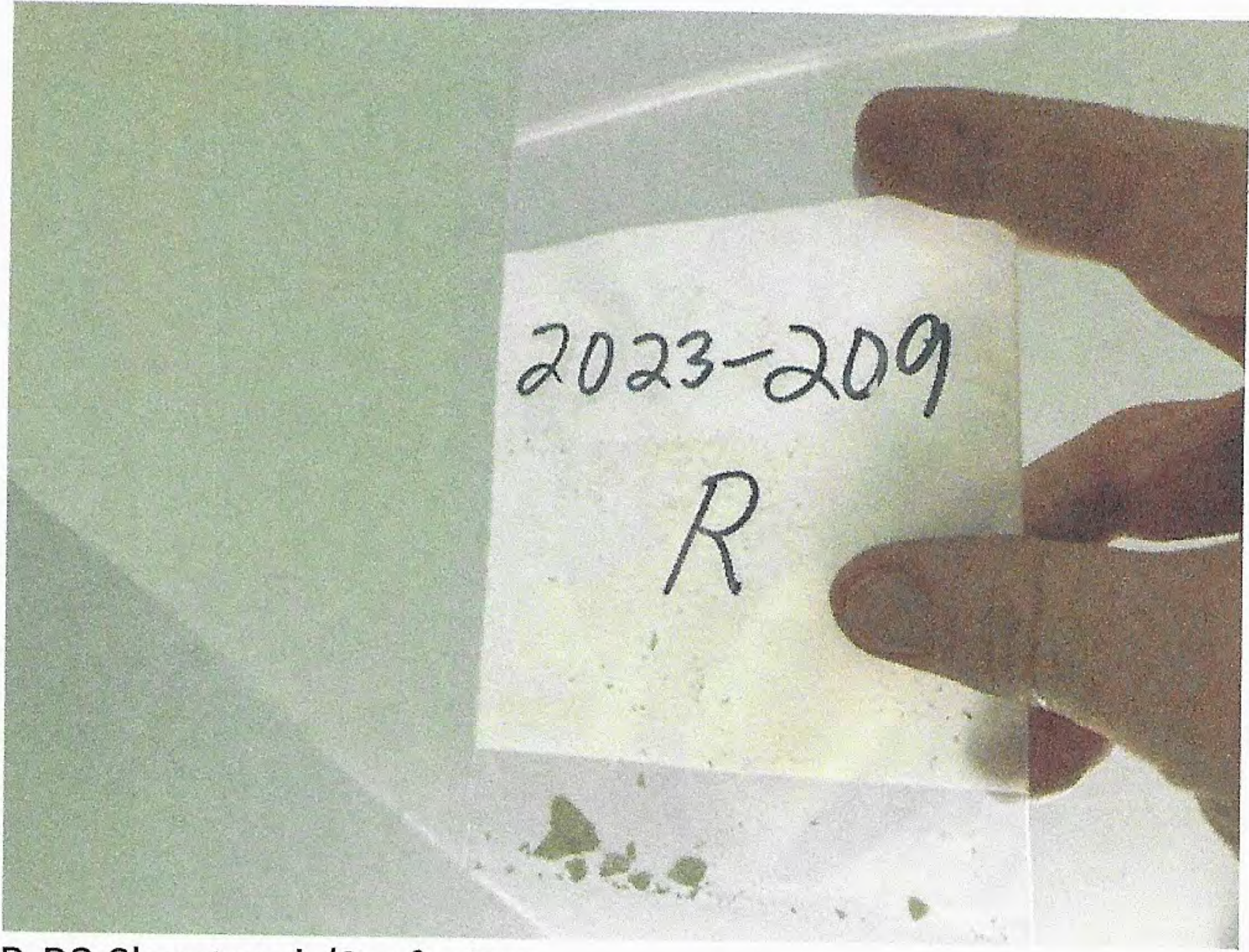


M-M2 HVAC Duct Sealant Mastic

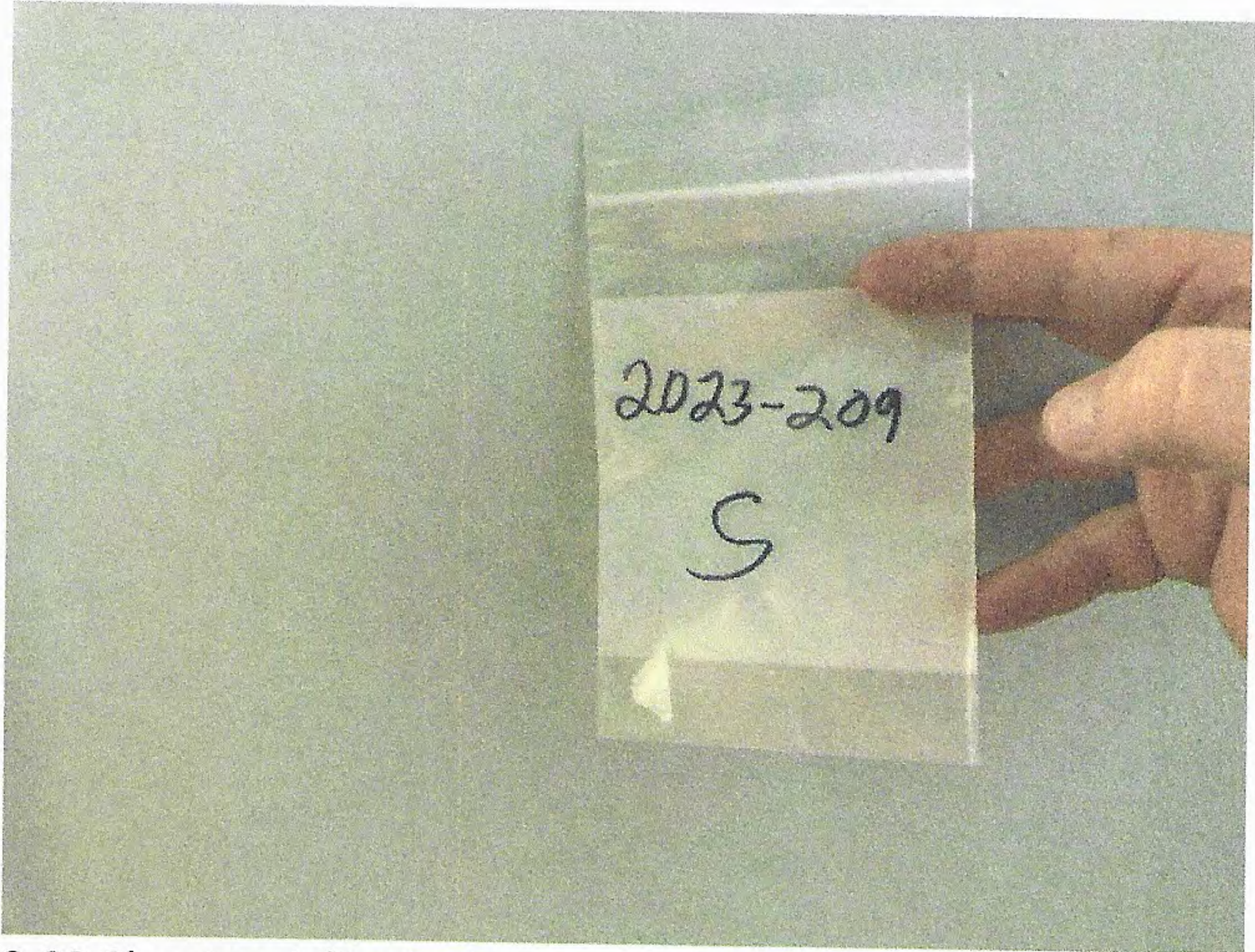


N-N2 Carpet/Cove Base Adhesive

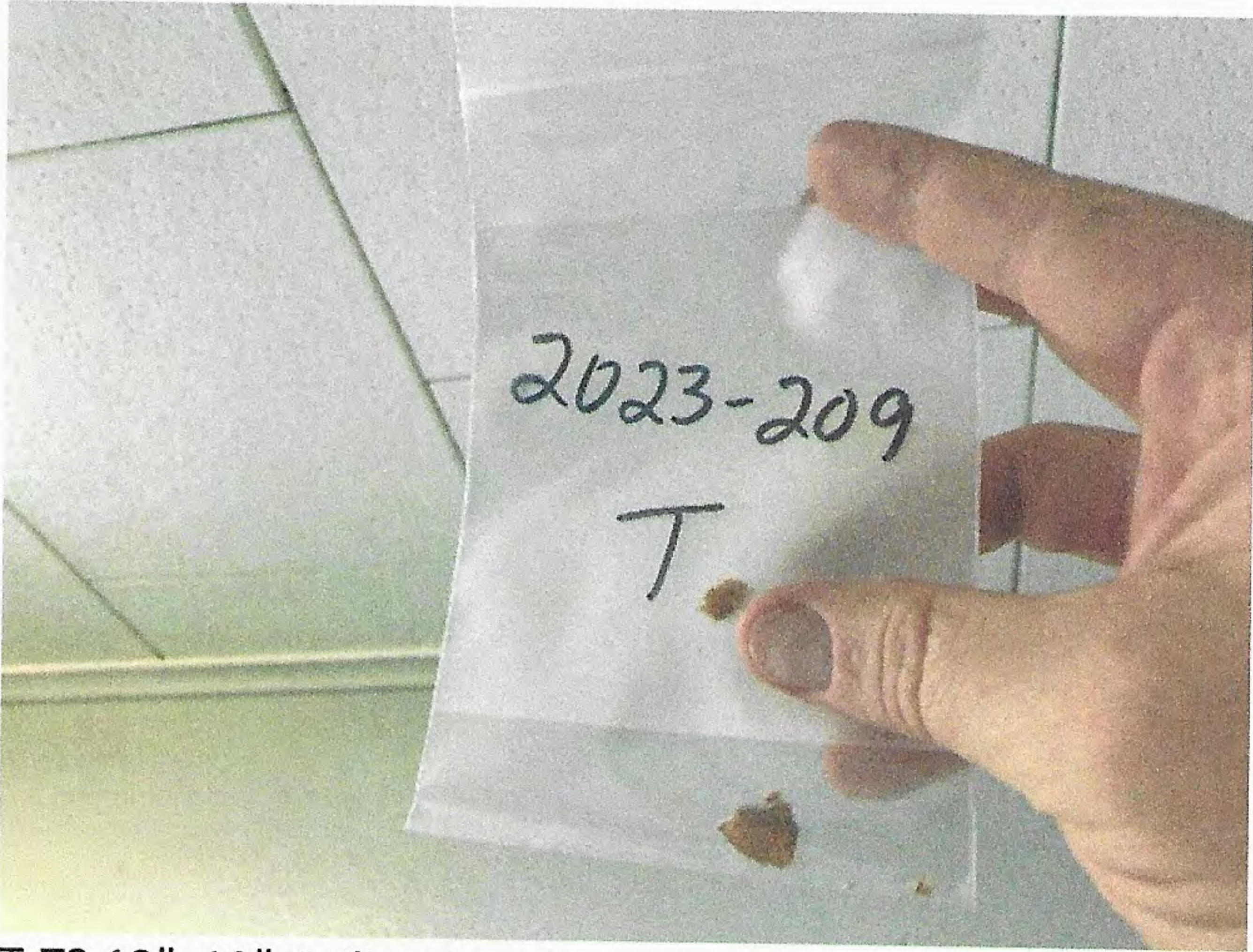
O-O2 12"x12" Floor Tile/Mastic (No Photo)



R-R2 Sheetrock/Surfacing

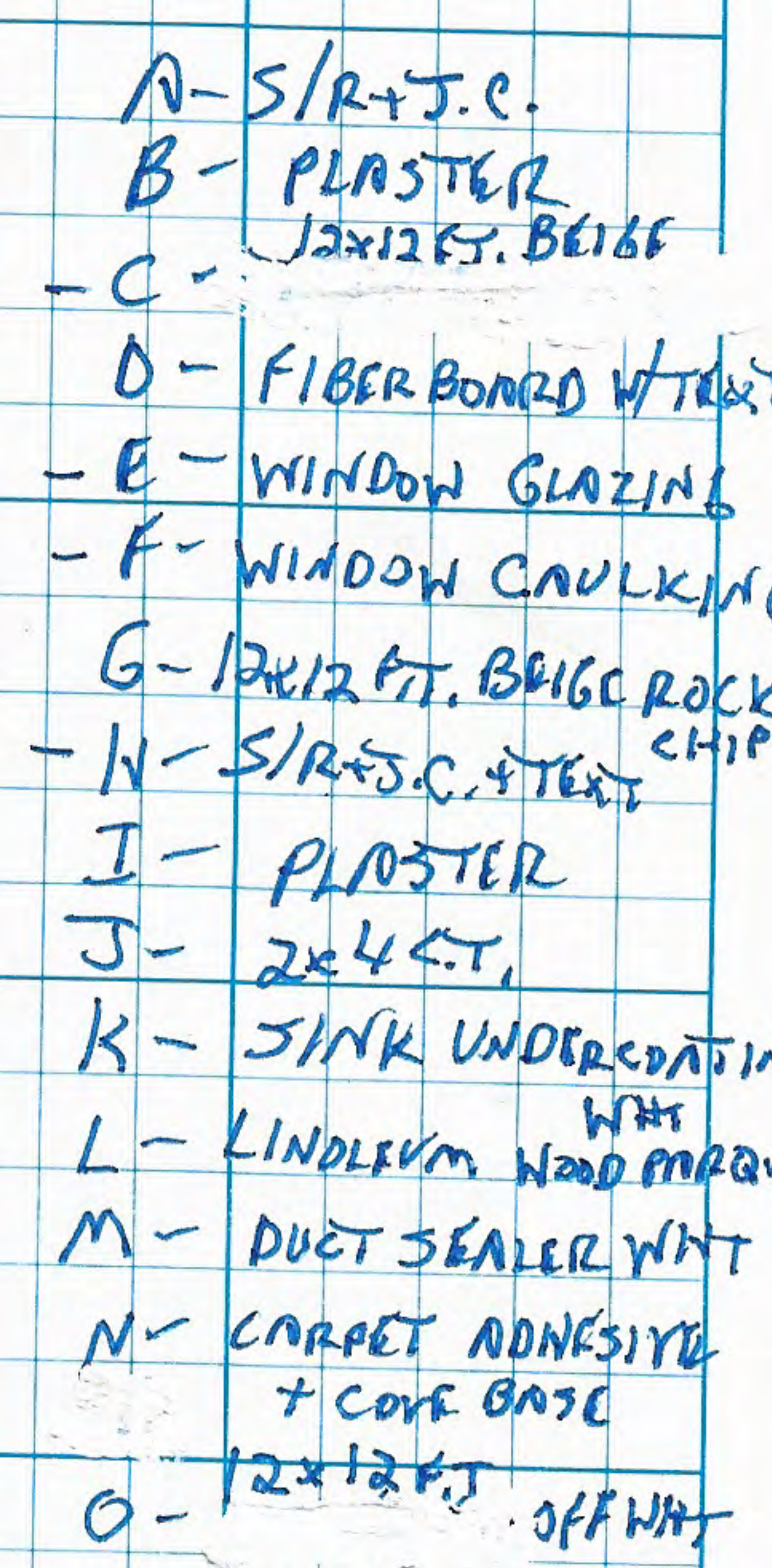


S-S2 Sheetrock/Surfacing

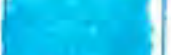
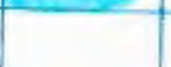


T-T2 12"x12" Ceiling Panels

1st FLOOR
201 W. MARKET
LOCKHART

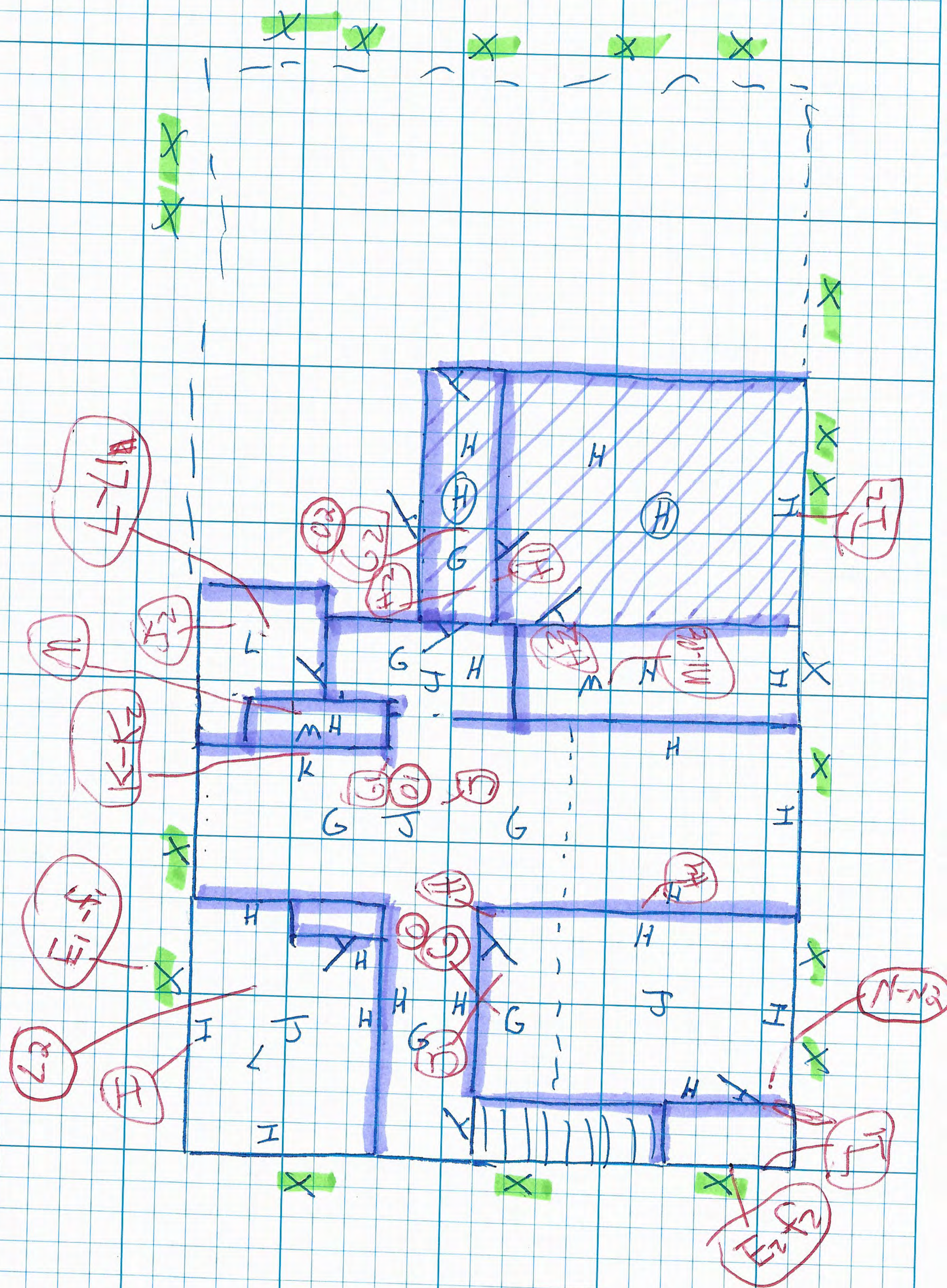


TRANSITE PIPE
ASSUMED
+ TRANSITE
SHINGLES

- | | | |
|---|---|--|
| C |  | 12x12 F.T/MASTIC - 80 ϕ |
| E |  | EXT windows - 25 units |
| H |  | SHEET ROCK PANELS - $\frac{1}{2}$ 2,800 ϕ |
| P |  | TRANSITE VENT PIPE - $\frac{1}{2}$ 20 LN. FT. |

2nd FLOOR

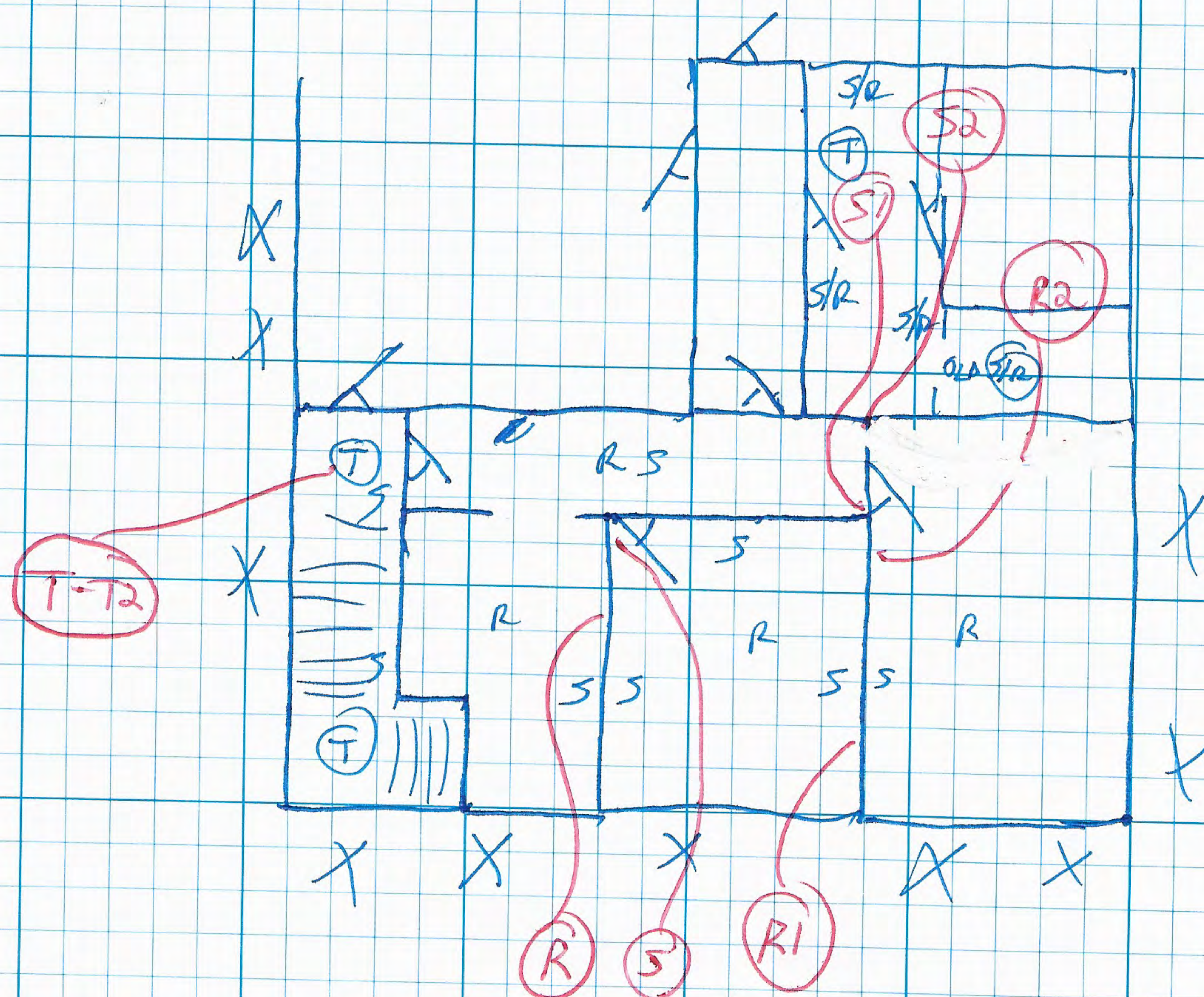
201 W. MARKET
LOCKHART



2023-209

□ = 2'x2'

R- S/R+SC. CEILING
S- S/R+SC. WALLS
T- 12x12 CT. PINHOLE





Texas Department of State Health Services

BURCHAM ENVIRONMENTAL SERVICES LLC

is certified to perform as an

Asbestos Consultant Agency

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.



License Number: 100097

Expiration Date: 06/17/2025

Control Number: 97595

Jennifer Shuford, MD, MPH,
Jennifer Shuford, MD, MPH,
Commissioner of Health

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

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**Texas Department of
State Health Services**

Asbestos Individual Consultant

JOSEPH C PHILLIPS

License No. 105677

Control No. 98247

Expiration Date: 2-Aug-2025



**Texas Department of
State Health Services**

Asbestos Individual Consultant

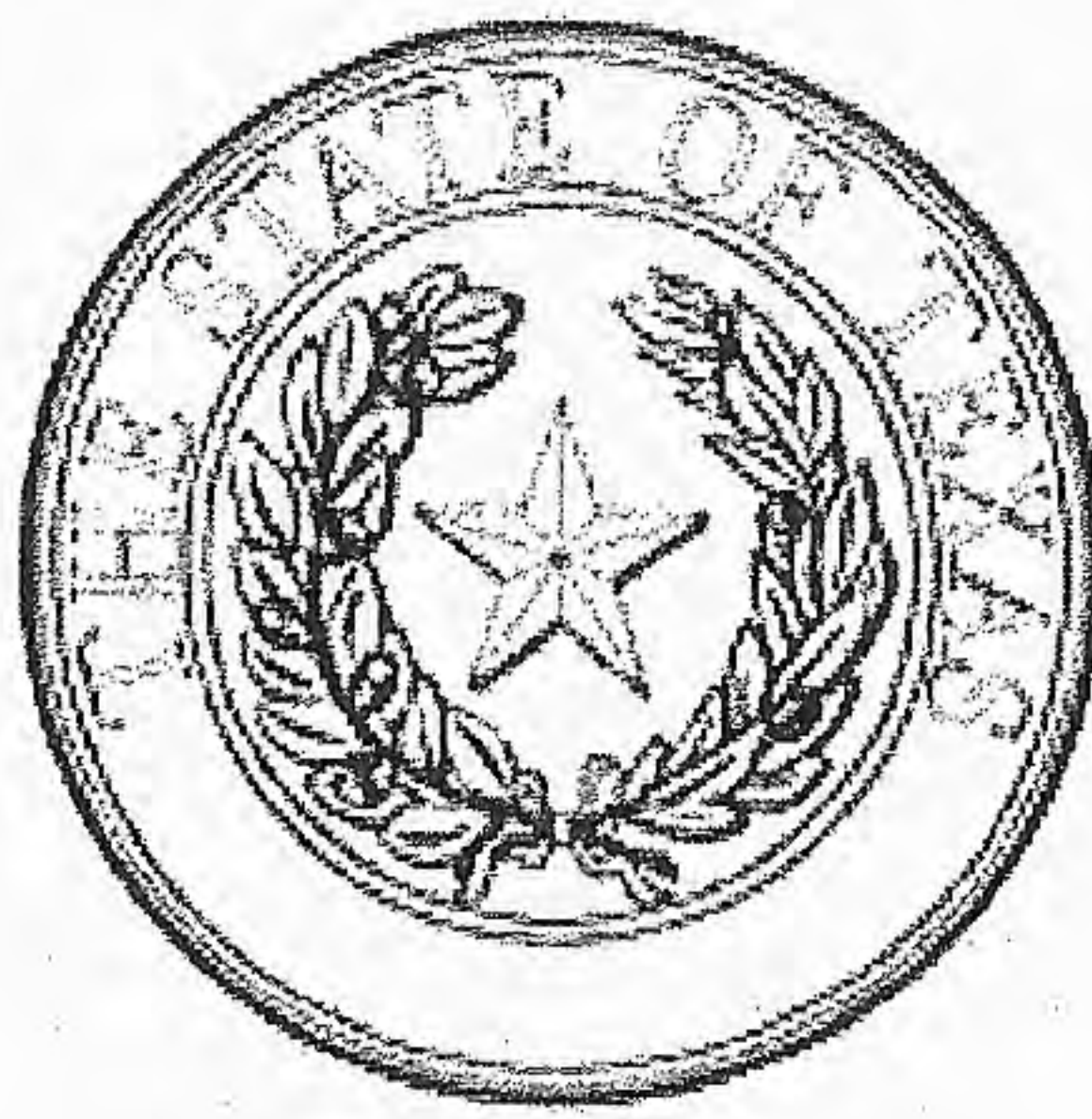
ARTHUR KENT BURCHAM

License No. 105317

Control No. 97995

Expiration Date: 15-Dec-2023





Texas Department of State Health Services

APEX PRECISION ANALYTICAL SERVICES INC DBA
APASI LAB

is certified to perform as an

Asbestos Laboratory

PCM, PLM

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas
Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas
Asbestos Health Protection, as long as this license is not suspended or revoked.*



License Number: 300312

Expiration Date: 04/29/2024

Control Number: 96621

*John Hellerstedt, M.D.,
Commissioner of Health*

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

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City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 5, 2024

AGENDA ITEM CAPTION: Discussion and/or action regarding of nomination of Arnold Proctor to the Zoning Board of Adjustment and Appeals by Councilmember Brad Westmoreland for a term to expire in November 2025.

ORIGINATING DEPARTMENT AND CONTACT: Council - Brad Westmoreland

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Councilmember Brad Westmoreland has nominated Arnold Proctor to be appointed to the Zoning Board of Adjustment and Appeals.

After reviewing the application, Mr. Proctor meets the qualifications to serve on a city board and on the Commission.

Resolution 2024-02 was adopted in 2024 establishing administrative procedures for the nomination of board and commission members to include a 2-step process. First, the nomination is to be placed on the agenda as "announcement of nomination" followed by a notice on a subsequent agenda as "discussion and/or action on the nomination."

The announcement of nomination occurred during the February 20, 2024 Council meeting.

Action of appointment, should the Council move to do so, will occur during the March 5, 2024 meeting.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: February 20, 2024 Council meeting: nomination of Mr. Arnold Proctor to the Zoning Board of Adjustment and Appeals was announced.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Arnold Proctor application - Zoning Board of Adjustment and Appeals, Zoning Board of Adjustment and Appeals Roster, .

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATION

Full Legal Name	ARNOLD G. PROCTOR JR	Preferred Name	ANNIE
Physical Home Address	515 S. MAIN ST LOCKHART TX 78644		
Mailing Address (if different)	PO Box 435		
City	LOCKHART	State	TX
Zip	78644		
Home Phone	Work Phone		
Mobile Phone			
Email Address			
Date of Birth			

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☒ Airport Advisory Board	☒ Historical Preservation Commission
☒ Zoning Board of Adjustment & Appeals	☒ Hotel Occupancy Tax Advisory Board
☐ Charter Review Commission	☐ Library Advisory Board
☒ Construction Board of Appeals	☐ Parks & Recreation Advisory Board
☐ Economic Development Corp (1/2 Cent Sales Tax)	☒ Planning & Zoning Commission
☒ Electric Board	

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

AS A CITIZEN OF LOCKHART FOR OVER 40 YEARS I BELIEVE I AM GIVING BACK TO MY COMMUNITY. I AM A RETIRED ARMY ENGINEER AND RETIRED SCHOOL BUSINESS OFFICIAL, I UNDERSTAND ENGINEERING AND BUREAUCRATIC IMPACT.

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

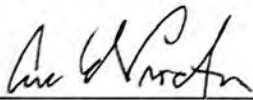
YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☐	☒	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: _____

For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.



Applicant's Signature

10-12-23

Date

Completed application, resume and letter of interest may be submitted in person, email, mail, or by fax to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
FAX: 512.398.5103
jbowermon@lockhart-tx.org

APPLICANT'S NAME: Arnold ProctorBOARD NAME(S): Zoning Board of Adjustments and Appeals

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.

Date of residency in Lockhart: 2018

- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.

Date qualified voter in Lockhart: 2018

- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.

Removed from another board? YES or NO

If yes, date _____ and board _____

- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.

Serves on another board? YES or NO

If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:Board of Adjustment☒ Y or ☐ N City Resident? If no, applicant does not qualify.

Zoning Board of Adjustment meets the first Monday at 6:30 p.m. each month if there are items pending the Board's review. The Board hears and decides appeals where the applicant alleges that there is an error in any order, requirement, decision, or determination made by the city staff, the commission, or the city council in the enforcement of the zoning chapter, to hear and decide variances and special exceptions as provided by any provision of the zoning chapter, and to act as the appeal board as specified in Section 22-68, flood hazard areas, of the Lockhart Code of Ordinances. All members must reside within the city limits. The Board consists of seven members that serve a three-year term. The City Planner is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified?

☒ YES☐ NO

DISCRETION OF THE COUNCIL

NOTES: _____

BOARD OF ADJUSTMENT ROSTER

First Name	Last Name	Address1	Council Member	Exp. Nov
Mike	Annas	914 S. Guadalupe	Mayor White	2026
Laura	Cline	1313 Walter Ellison	Angie Sanchez	2022
Shawn	Martinez	523 Cibilo	David Bryant	2022
VACANT	Severo Castillo resigned 5-2-2022		Brad Westmoreland	
Lori	Rangel	801 W. San Antonio, Apt. A.	Juan Mendoza	2019
Wayne	Reeder	910-F S. Guadalupe	Jeffry Michelson	2022
Lucy	Knight	1532 Parkview Dr.	Jeffry Michelson	2023
VACANT	Marica Proctor moved to LHPC 2/6/24	515 S. Main	John Lairsen	
VACANT	Alternate position			

City Planner - staff liaison

Updated: January 18, 2024



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:

