

PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

December 17, 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 construction agreement with Techline Construction, LLC for Project #5C as part of the City of Lockhart's five-year System Study and Capital Plan as prepared by the Lower Colorado River Authority (LCRA). **5-13**
- B. Discussion regarding engineering services agreement with M&S Engineering for Project #7 as part of the City of Lockhart's five-year System Study and Capital Plan as prepared by the Lower Colorado River Authority (LCRA). **14-18**
- C. Discuss semi-annual report concerning the status of implementation of Chapter 31, "Impact Fees" of the Lockhart Code of Ordinances, and advise of the need to update the ordinance, land use assumptions, capital improvement plans, or impact fees. **19-24**
- D. Discuss Resolution 2024-38 approving the City of Lockhart's participation in the Kroger settlement related to the statewide global opioid settlement. **25-31**
- E. Discuss confirmation of Civil Service Commission member reappointment of Ms. Worlanda Neal for a three (3) year term as recommended by the City Manager. **32-34**
- F. Discussion regarding a Councilmember appointment to the Community Action, Inc. of Central Texas Board of Directors. **35-38**

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE

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

3. PUBLIC COMMENT

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

4. PUBLIC HEARING/COUNCIL ACTION

- A. Hold a PUBLIC HEARING and consider approval of Ordinance 2024-37, annexing 84.981 acres out of the John A. Neill Survey, Abstract 20, Caldwell County, Texas, located east of the intersection of FM 1322 and Centerpoint Road and addressed as 2500 FM 1322 . **39-52**
- B. Hold a PUBLIC HEARING on application ZC-24-08 by Talley J. Williams on behalf of Blackjack Block, LLC and discussion and/or action on Ordinance 2024-38 for a **Zoning Change** from AO Agricultural-Open Space District to RMD Residential Medium Density District on 84.981 acres in the John A. Neill Survey, Abstract No. 20, located last of the intersection of FM 1322 and Centerpoint Road and addressed as 2500 FM 1322. **53-70**

5. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action regarding construction agreement with Techline Construction, LLC for Project #5C as part of the City of Lockhart's five-year System Study and Capital Plan as prepared by the Lower Colorado River Authority (LCRA). **71-79**
- B. Discussion and/or action regarding engineering services agreement with M&S Engineering for Project #7 as part of the City of Lockhart's five-year System Study and Capital Plan as prepared by the Lower Colorado River Authority (LCRA). **80-84**
- C. Discussion and consideration to accept the semi-annual report concerning the status of implementation of Chapter 31, "Impact Fees" of the Lockhart Code of Ordinances, and advise of the need to update the ordinance, land use assumptions, capital improvement plans, or impact fees. **85-90**
- D. Discussion and/or action regarding Resolution 2024-38 approving the City of Lockhart's participation in the Kroger settlement related to the statewide global opioid settlement. **91-97**

- E. Discussion and/or action regarding confirmation of Civil Service Commission member reappointment of Ms. Worlanda Neal for a three (3) year term as recommended by the City Manager. 98-100
- F. Discussion and/or action to consider a Councilmember appointment to the Community Action, Inc. of Central Texas Board of Directors. 101-104

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

- Downtown Revitalization Project Updates.
- Upcoming Blue Santa event on Dec. 21.
- City offices closed on December 24 & 25 in observance of Christmas holidays and January 1 in observance of New Year's Holiday.
- Live Christmas tree recycling.
- Lockhart ISD collecting donations for Lockhart Animal Shelter.
- Carrizo Water Treatment Plan Ribbon Cutting.

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 551.072 - TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PERSON.

- A. Discussion regarding possible property acquisition for public facilities.

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

- A. Legal advice related to Emergency Services District No. 5 Management Services Interlocal Agreement.

10. OPEN SESSION

- A. Discussion and/or action related to possible property acquisition for public facilities.
- B. Discussion and/or action regarding Emergency Services District No. 5 Management Services Interlocal Agreement.

11. ADJOURNMENT

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

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on December 13, 2024 at 4:00 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 17, 2024

AGENDA ITEM CAPTION: Discussion regarding construction agreement with Techline Construction, LLC for Project #5C as part of the City of Lockhart's five-year System Study and Capital Plan as prepared by the Lower Colorado River Authority (LCRA).

ORIGINATING DEPARTMENT AND CONTACT: Electric - Bobby Leos

ACTION REQUESTED: Agreement

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

Project #5C is a "System Rehabilitation" project and part of the LCRA's five-year system study that will replace single-strand copper conductor. These conductors have been shown to become brittle and break with age, causing outages. Project #5C will rebuild approximately 800 ft. of three-phase power line on circuit LK30, from Ash and Pecos, west to Comal, and then south on Comal to Pine St.

If approved, Project #5C will begin in the first quarter of 2025 with an estimated completion date of the second quarter of 2025. Techline cost for labor and travel is an estimated total of \$254,750 for the project.

Projects #5A and #5B were approved at the January 2, 2024 and March 19, 2024 Council meetings, respectively. Both projects are complete.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: 254,750

Account Number: 500-5745-911

Funds Available: 254,750

Account Name: Construction/Project Improvement

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION: N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Electric Superintendent recommends approval.

LIST OF SUPPORTING DOCUMENTS: Techline Construction - Project #5C Construction Agreement

ELECTRICAL DISTRIBUTION CONSTRUCTION AGREEMENT

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

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

1. This Agreement;
2. Exhibit A – LCRA Construction Drawings (complete title), LK30 Ash St upgrade;
3. Exhibit B – Contract No. 5045 Distribution Construction Services between the Lower Colorado River Authority and Techline Construction, LLC, dated October 1, 2018; and
4. Exhibit C – Proposal by Techline Construction, LLC to the City of Lockhart dated October 23, 2024, containing the estimate for the total cost of labor and equipment to complete the LK30 Ash St upgrade;

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

2. Scope. Contractor shall furnish all labor, construction equipment, transportation, subcontracting, and other required services, other than engineering services, to complete the work described in the Contract Documents, specifications, and Construction Drawings (the “**Work**”). Contractor agrees to perform the Work under the same terms and conditions and pricing contained in the Contract Documents. Contractor agrees, no hot work shall be performed without foreman on site. All orders and payments for the Work will be issued directly from Owner to Contractor, and Contractor will provide the services and associated invoices directly to Owner. Contractor shall not provide any additional items or services or bill for expenses incurred for Owner not specified by this Agreement unless Owner requests and approves in writing the additional costs for such services. Owner shall not be liable for any additional expenses of Contractor not specified by this Agreement unless Owner first approves such expenses in writing.

3. Compensation. Owner agrees to pay the Contractor in accordance with the prices listed in the proposal attached to the Contract Documents, estimated to be \$254,750.00 and not to exceed \$254,750.00, and in any change orders executed by the parties.

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

5. Independent Contractor. This Agreement shall not be construed to create a partnership, joint venture, nor other agency relationship between the parties, who are independent of one

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

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

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

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

Techline
Attn: President
9609 Beck Circle
Austin, TX 78758

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LOCKHART

TECHLINE CONSTRUCTION, LLC

Lew White, Mayor

Date:_____

Don Lawyer, President

Date:_____

Attest:

Julie Bowermon, City Secretary

Date:_____



9609 BECK CIRCLE
AUSTIN, TEXAS 78758
DON LAWYER (903) 603-6260

October 23, 2024

City of Lockhart
C/O Bobby Leos

RE: 5C

Dear Bobby,

Thank you for giving Techline Construction the opportunity to quote on the 5C Project . The estimated total will be \$254,750.00. This total includes Labor and travel.

Vance Thurmon
Superintendent
Techline Construction

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 17, 2024

AGENDA ITEM CAPTION: Discussion regarding engineering services agreement with M&S Engineering for Project #7 as part of the City of Lockhart's five-year System Study and Capital Plan as prepared by the Lower Colorado River Authority (LCRA).

ORIGINATING DEPARTMENT AND CONTACT: Electric - Bobby Leos

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: M&S Engineering is a multi-service utility engineering firm headquartered in Spring Branch, Texas with seven offices in Texas. M&S provides engineering services to several municipal owned utilities (MOU's) and electric cooperatives in Texas, among other clients. This includes the cities of San Marcos, New Braunfels, and previous City of Lockhart projects.

Project #7 is a "System Rehabilitation" project and part of the LCRA's five-year system study that will replace single-strand copper conductors. These conductors have been shown to become brittle and break with age, causing outages. Project #7 will rebuild approximately 6,000 ft. of three-phase power line on circuit LK20, along E Live Oak, Neches, San Saba, and Sabine streets.

M&S Engineering design services for Project #7 has an estimated cost of \$73,500, and not to exceed \$75,000.

If approved, the design for Project #7 will begin in the first quarter of 2025 with an estimated completion date of the third quarter of 2025. Once the project completes the design phase, staff will return to Council at a later date to review and approve the construction agreement to commence work on the project.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: 75,000

Account Number: 500-5745-903-00

Funds Available: 75,000

Account Name: Engineering Services

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Electric Superintendent recommends approval.

LIST OF SUPPORTING DOCUMENTS: M&S Engineering - Project #7 Design Agreement



M&S ENGINEERING

CIVIL | ELECTRICAL | STRUCTURAL | MEP

477 FM 311 | PO BOX 970
SPRING BRANCH, TX 78070
830.228.5446 PH | 830.885.2170 FX
FIRM F-1394
WWW.MSENGR.COM

November 8, 2024

Steven Lewis
City Manager
City of Lockhart
308 W. San Antonio St.
Lockhart, TX 78644

Submitted electronically via email to Bob Leos bleos@lockhart-tx.org

Subject: PROJECT 7 – LK20 Cu REPLACEMENT – LIVE OAK – NECHES -SAN SABA – SABINE STREETS

Mr. Lewis,

We appreciate the opportunity to begin a relationship with the City of Lockhart with this new project. Below is the lump sum cost estimate to design and field stake the re- conductor of 6,000 (ft.) (linear footage) of #6 HARD DRAWN Copper (SINGLE STRAND) and TWO PHASE ("V") #6 HARD DRAWN SINGLE (THREE PHASE - #6 HARD DRAWN COPPER --overhead conductor to 3-Phase 1/0 ACSR AND #4 ACSR -- conductor. From the data you provided, we have a general understanding of the project needs. Subsequently, this estimate is based upon our previous experience with such projects and the knowledge we have of this specific project.

Project Definition

The scope of this project is to re- conductor of APPROX 6,000' (ft.) (linear footage) of #6 HARD DRAWN Copper (SINGLE STRAND) and TWO PHASE ("V") #6 HARD DRAWN SINGLE --(THREE PHASE - #6 HARD DRAWN COPPER overhead conductor to 3-Phase 1/0 ACSR AND #4 ACSR conductor. New air break switches will be installed – as recommended / approved by City of Lockhart Electric Dept.

Scope of Work

M&S Engineering will provide personnel and equipment to provide the detailed engineering required for this project. This work will generally include, but not be limited to:

Engineering & Design Activities

- Staking of the line to meet CITY OF LOCKHART ELECTRIC DEPT Specifications
- Design to include use of expanding foam to provide intermediate backfill for structural support on *** ALL NEW WOOD three phase poles.
- Design to include installation of lightning arrestors and ground wire according to CITY OF LOCKHART ELECTRIC DEPT Specifications.- using REA ELECTRIC SPECIFICATIONS.
- All required UTILITY EASEMENT NOTATIONS on project plan set will be coordinated with / approved by -- CITY OF LOCKHART ELECTRIC DEPT -- once approved will be noted on project plan set.
- Should existing rights of way not be clear of vegetation, identify on appropriate staking sheet(s) noting danger of the vegetation, even if hazard is outside of existing right of way.
- All REQUIRED Traffic Control SCOPE OF WORK – RESPONSIBILITY OF ELECTRIC CONTRACTOR.
- Edit each pole and show framing existing/removal.
- Provide sag charts.
- ALL REQUIRED ELECTRIC OUTAGES – coordinated with / approved by CITY OF LOCKHART ELECTRIC DEPT.—Before Outage is INITIATED.
- Any TRANSFER AND RELATED WORK pertaining to EXISTING COMMUNICATION INFRASTRUCTURE ON EXISTING to NEW UTILITY POLES – must be Coordinated / approved by CITY OF LOCKHART ELECTRIC DEPT.- before ANY is INITIATED.
- Ensure all equipment is 7200 kV. RATED.

- As per CITY OF LOCKHART ELECTRIC DEPT – All existing OVERHEAD TRANSFORMERS will be TRANSFERRED to NEW UTILITY POLE LOCATIONS.
- As per CITY OF LOCKHART ELECTRIC DEPT – ALL existing STREET LIGHT INFRASTRUCTURE (S/L ARMS, ILLIUMINATOR, ETC.) will be TRANSFERRED to NEW UTILITY POLE LOCATIONS.
- List of materials – to be created by TECHLINE CO.
- CITY OF LOCKHART ELECTRIC DEPT will provide the location of the proposed -- 3Ø AERIAL SWITCHGEAR EQUIPMENT – as required
- The Design Information on project plan set will be coordinated with/Approved by CITY OF LOCKHART ELECTRIC DEPT == before the project plan set is APPROVED/SEAL/SIGNED by M&S Engineering.
- All Existing / New Electric Infrastructure – will be GPS – and information provided to CITY OF LOCKHART ELECTRIC Dept.
- M&S Engineering will coordinate with CITY OF LOCKHART ELECTRIC DEPT – to submit the REQUIRED DOCUMENTS for RAILROAD PERMIT SUBMITTAL
- M&S ENGINEERING will NOT BE RESPONSIBLE for ANY (\$) PAYMENT TO RESPECTIVE RAILROAD ENTITY as per PERMIT REQUIREMENTS.
- The skillsets required for this type of work include:
 - Knowledge of CITY OF LOCKHART ELECTRIC Construction and joint use standards
 - Working knowledge of CITY OF LOCKHART ELECTRIC material standards
 - Knowledge of CITY OF LOCKHART ELECTRIC Safety Policies.
 - Knowledge of NESC and OSHA standards.
- Note and prioritize any remedy actions needed, such as:
 - Equipment and pole condition (ex: leaking transformer, broken cross arm brace, etc.)
 - Tree trimming is needed
 - Clearances over roads, highways, railroads, other utilities, etc.
 - Safety concerns
- *** SAFETY CONCERNS WILL BE REPORTED IMMEDIATELY TO CITY OF LOCKHART ELECTRIC – FOR ACTION
- M&S Engineering will not be responsible for any procurement of required Electric Infrastructure (Conductor, transformers, poles, pole hardware - etc.) that will be required in the Construction scope of work for this project.
- M&S Engineering will not be responsible for creating ANY BID PACKET DOCUMENTS in PROJECT SCOPE OF WORK.

Schedule

M&S Engineering currently has sufficient staff availability to begin this project within ten working days of acceptance and written notification from the City of Lockhart.

Coordination Requirements

M&S Engineering will coordinate closely with other stakeholders as needed throughout the course of this project. Included in this, M&S personnel will:

- Attend virtual meetings as required
- Attend 2 in-person (site visit) project meetings
- Respond to City of Lockhart questions or comments as required
- Assist City of Lockhart to respond to questions or issues from vendors, manufacturers, and subcontractors
- Coordinate with surveyors (as needed)

Pricing Estimate

Our lump sum cost for engineering design services for this work is **\$ 75,000.00**

The above cost estimate does not include any permitting fees. M&S assumed that any cost associated with obtaining permits would be directed to the City of Lockhart for processing.

This project is to be executed and billed in accordance with existing terms, conditions and rates as identified in the Engineering Services Contract Between the City of Lockhart and M&S Engineering, LLC.

Clarifications

This proposal was created for information purposes, in order to commit resources and personnel to the project. As such, a series of assumptions were made, and although M&S will do its best to stay in budget, we would like to point out the actual cost compared to this estimated budget may be affected by any of the following factors:

- Multiple modifications to the project by City of Lockhart staff
- Multiple or elaborate requirements outside of the defined scope of work

Assumptions:

- Existing easements to be provided by City of Lockhart as necessary

In the event these assumptions are proven false, M&S will keep City of Lockhart personnel and management informed of any cost over-runs as it becomes apparent.

Please note that while M&S and its sister companies can provide ground survey to verify or clarify any encroachments or impediments to the line, these services have not been included in this proposal. Should these services be required, it is recommended they be assigned to Sherwood Surveying & SUE.

We hope this estimate meets your current needs and look forward to further developing a more detailed scope and proposal as needed as your project develops. Please do not hesitate to call with any questions or comments.

Owner:	Engineer:
CITY OF LOCKHART	M&S Engineering LLC
(name of organization)	(name of organization)
By:	By:
(authorized individual's signature)	(authorized individual's signature)
Date:	Date:
(date signed)	(date signed)
Name: Steven Lewis	Name: Garrett Armke
(typed or printed)	(typed or printed)
Title: Lockhart City Manager	Title: Project Manager
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
308 W. San Antonio St.	6477 FM 311
Lockhart, Tx 78644	Spring Branch, TX 78070

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 17, 2024

AGENDA ITEM CAPTION: Discuss semi-annual report concerning the status of implementation of Chapter 31, "Impact Fees" of the Lockhart Code of Ordinances, and advise of the need to update the ordinance, land use assumptions, capital improvement plans, or impact fees.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: The report covers April-September 2024. New impact fee studies for water-wastewater and roads were adopted on May 2, 2023. As such, the most recent reporting period reflects a shift towards collecting at current impact fee rates as projects commenced under the previous impact fee rates are mostly complete. The vast majority of the fees were received from the 71 new houses permitted during the six-month reporting period, with the rest coming from commercial projects. This is lower activity than the previous two semi-annual periods, but the transition to collecting the new fees has resulted in strong collection of fees and the City now has a record balance for the four impact fee accounts (water, wastewater, and two roadway service areas).

PROJECT SCHEDULE (if applicable): The most recent Capital Improvement Plan (CIP) update was adopted May 2, 2023. An update of the CIP and impact fees will be required to start prior to the five-year anniversary of the current CIP.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): As a result of the ongoing collection of fees and the existing balances accruing interest, several of the projects in the water, wastewater, and roads Capital Improvement Plans can be funded at the 50 percent level outlined in their respective CIPs, with the other half of project costs to be contributed by project developers.

PREVIOUS COUNCIL ACTION: City Council last heard an update on the status of the CIP and impact fees at its July 2, 2024 meeting.

COMMITTEE/BOARD/COMMISSION ACTION: The Impact Fee Advisory Committee met on December 11, 2024 and recommended acceptance of the report with no further action at this time.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends acceptance of the report and does not recommend updating the CIP or impact fees at this time.

LIST OF SUPPORTING DOCUMENTS: Fall 2024 signed committee report to CC, impact fee Exhibit A Fall 2024, Fall 2024 Exhibit B

IMPACT FEE REPORT

To Lockhart City Council – December 2024

PURPOSE

State law requires a continuing semi-annual role for the Impact Fee Advisory Committee in monitoring the progress of implementation of the impact fee ordinance, and in advising the City Council on needed revisions. More specifically, State law provides that the Committee:

- 1) Monitor and evaluate implementation of the capital improvement plans;
- 2) File semi-annual reports with respect to the progress of the capital improvements plans and report to City Council any perceived inequities in implementing the plans or imposing the impact fees; and,
- 3) Advise the City Council of the need to update or revise the land use assumptions, capital improvements plans (CIP's), and impact fees.

This is the 44th status report since the City's impact fee ordinance was originally adopted on January 15, 2002, and is for the period from April 1, 2024 through September 30, 2024. It is the fourth report since the update adopted on May 2, 2023. The six-month reporting dates align with the fiscal year quarters.

STATUS OF ACCOUNTS

Exhibit A shows revenue totaling \$1,669,643 during the period covered by this report. Fees collected during the six-month period were for 71 new houses (255 last period), and several commercial buildings. The only expenditures were periodic payments of invoices to the impact fee update consultants as they prepared the recent impact fee update. There was also a charge against the Service Area 1 road impact fees due to a successful appeal of the rate charged for an industrial project. The water, wastewater, and road impact fee account balances for the previous semi-annual report, as well as the current balances as of October 1, 2024, including accrued interest, are shown in the table.

The total estimated cost of all the projects in the capital improvement plans in effect during the six-month reporting period was \$120,118,135. However, the City Council adopted one-half that amount as the maximum to be collected by May 1, 2023, which is the end of the ten-year CIP period, so the maximum fees are based on an estimated cost of all three CIP's being \$60,059,068. The total of all impact fees spent on CIP projects so far since the April 4, 2017 update is \$774,729, which does not include payments to the impact fee update consultants. The total amount still to be spent is \$59,957,603. The total balance available remaining

collectively in the four impact fee accounts that can be used toward meeting that goal, is currently \$12,114,618.

TRENDS

The bar graph in **Exhibit B** illustrates the impact fee collection trends beginning with the first semi-annual report in July 2003. The trends reflect the state of the economy, as well as the availability of lots for residential development. Housing production and platting of new subdivisions have slightly decreased, with the total impact fee revenue in this six-month reporting period slightly lower than the previous reporting period, which was an all-time high. This period is the third highest revenue since the City began the semi-annual reports in 2003. It is important to build a healthy balance in all of the accounts because there is interest in development where the City does not currently have adequate infrastructure, but where many of the needed projects are already listed in the impact fee CIP's.

UPDATE

This report reflects the impact fee update completed and adopted in 2023, although a few of the fees received were for projects still building out under the old impact fees. In addition, The CIPs are intended to reflect the anticipated growth of the city, and the rapid population growth we are experiencing may require changes in the location and size of projects that are in the current CIPs, and/or may support adding new projects in future reviews of the city's CIP.

RECOMMENDATION

The Committee met on December 11, 2024, and unanimously voted to forward this semi-annual report to the City Council for the period ending on September 30, 2024, recommending that no further changes are necessary at this time.

Respectfully,



Philip Ruiz, Chair
Impact Fee Advisory Committee

EXHIBIT A

FALL 2024 IMPACT FEE ACCOUNT BALANCES¹

	<u>April 1, 2024</u>	+	Revenue ²	–	Expense ³	<u>October 1, 2024</u>
Water	3,722,682		534,855		29,815	4,227,721
Wastewater	3,328,745		653,113		61,708	3,920,150
Roads (Service Area 1)	2,160,076		386,443		168,575	2,377,944
Roads (Service Area 2)	1,493,570		95,232		0	1,588,803
TOTAL	\$10,705,073		\$1,669,643		\$260,098	\$12,114,618

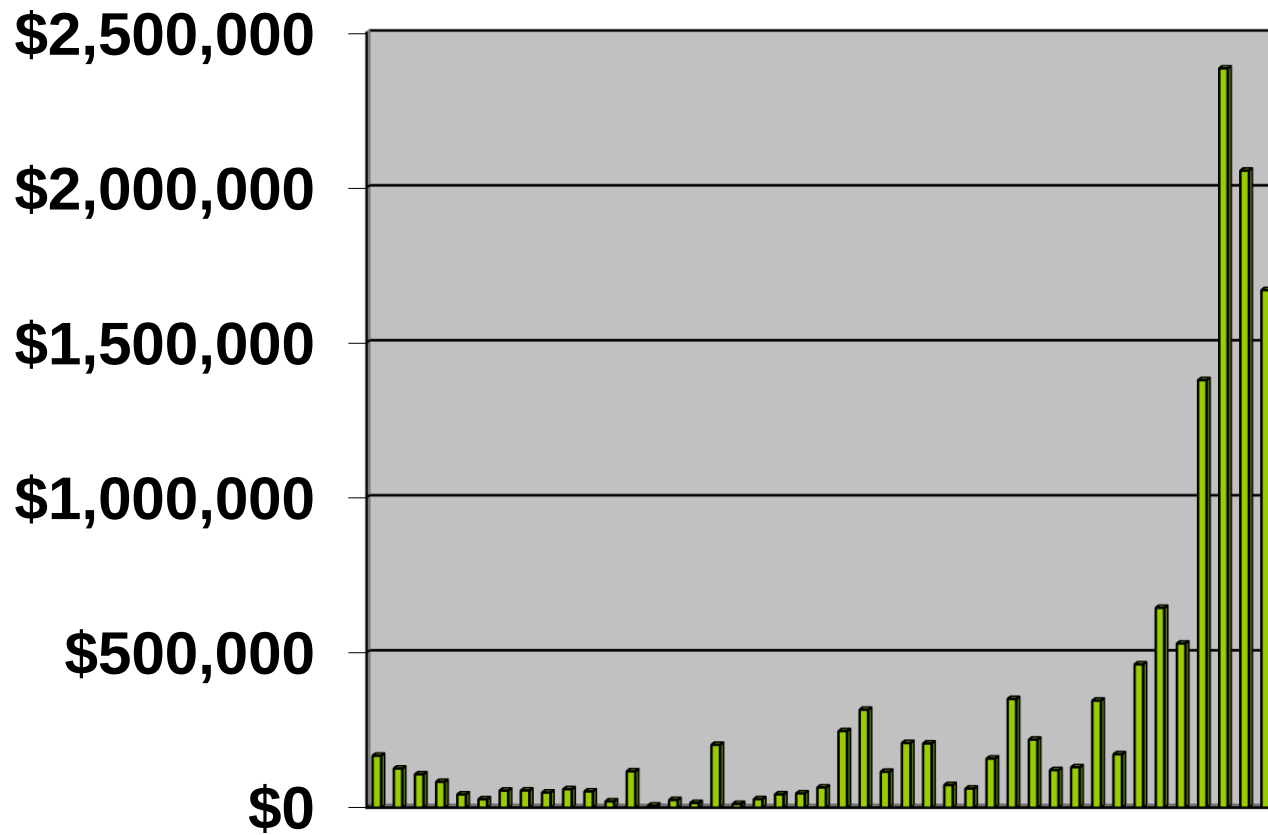
1. All amounts have been rounded to the nearest dollar.

2. Revenue amounts include accrued interest.

3. Expenses were due to invoices from impact fee update and water/wastewater master plan consultants.

One-half total CIP estimated cost (estimated 100% cost of all projects is \$120,118,135):	\$60,059,068
Total spent on projects since adoption of Ordinance 2023-09 on May 2, 2023:	\$117,739
Remaining amount of 1/2 estimated cost not yet spent:	\$59,941,329
Current balance on October 1, 2024:	\$12,114,618

EXHIBIT B
IMPACT FEE SEMI-ANNUAL REVENUE
July 2003 - October 2024



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 17, 2024

AGENDA ITEM CAPTION: Discuss Resolution 2024-38 approving the City of Lockhart's participation in the Kroger settlement related to the statewide global opioid settlement.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Joseph Resendez, Brad Bullock

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The State of Texas reached a proposed settlement with Kroger, another company alleged to have contributed to the opioid crisis. The Texas Attorney General's Office is urging all municipalities and counties in the State to approve of this new settlement which will add funds to the overall pool of money available to municipalities and counties that have previously adopted the Texas Term Sheet. As part of this new settlement, the municipality must agree not to sue Kroger or drop any pending lawsuits of which Lockhart is not currently pursuing.

Previously, the State of Texas reached a proposed settlement with Endo/Par and Teva, other companies alleged to have contributed to the opioid crisis. On February 15, 2022, the City of Lockhart approved Resolution 2022-10 to execute the "Texas Subdivision and Special District Election and Release Forms" for settlement with Endo/Par and Teva.

Background

The State of Texas along with other states have reached a settlement with manufacturers of opioids that have contributed to the nationwide opioid crisis. Pursuant to the settlement agreement, individual municipalities and counties had to consider and adopt resolutions supporting the settlement before the municipality or county could receive any funds from the State of Texas via the settlement. The deadline for that approval was January 26, 2022. On October 19, 2021, the City of Lockhart approved a resolution 2021-17 adopting the Texas Term Sheet and approving the settlement participation forms.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Approve Resolution 2024-38 supporting the Kroger settlement and reaffirming our findings in Resolution 2021-17 previously approved.

LIST OF SUPPORTING DOCUMENTS: Resolution 2024-38, Exhibit A

RESOLUTION OF THE CITY OF LOCKHART, TEXAS

RESOLUTION NO. 2024-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM, FOR SETTLEMENT WITH KROGER AND ANY FUTURE RELEASE FORMS AS PART OF THE GLOBAL OPIOID SETTLEMENT LED BY THE TEXAS ATTORNEY GENERAL; AUTHORIZING SUBMISSION OF SETTLEMENT PARTICIPATION FORMS AND PROVIDING AN EFFECTIVE DATE.

BE IT REMEMBERED, at a regular meeting of the City Council of the City of Lockhart, Texas (the “City”), held on the 17th day of December, 2024, on motion made by Councilmember _____, and seconded by Councilmember _____, the following Resolution was adopted:

WHEREAS, the City of Lockhart obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (“Defendant”, or collectively, “Defendants”) have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct, and misconduct have resulted in significant financial costs to the City of Lockhart; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the “Texas Term Sheet”) approving the allocation of any and all opioid settlement funds within the State of Texas (“Global Opioid Settlement”); and

WHEREAS, on October 19, 2021, the City of Lockhart adopted Resolution No. 2021-17, adopting the Texas Term Sheet and approving the Mayor to execute those “Settlement Participation Forms” for settlements with Johnson and Johnson and opioid distributors provided by the Texas Attorney General’s office; and

WHEREAS, on February 15, 2022, the City of Lockhart adopted Resolution No. 2022-10, authorizing the Mayor to execute those certain “Texas Subdivision and Special District Election and Release Form[s]” adding entities Endo/Par and Teva as Defendants in the Global Opioid Settlement pursuant to the Texas Term Sheet, and releasing such entities from claims outside of the Global Opioid Settlement; and

WHEREAS, the City Council now intends to execute those certain “Texas Settlement Subdivision Participation and Release Form”, attached hereto as **Exhibit A**, adding entity Kroger as Defendant in the Global Opioid Settlement pursuant to the Texas Term Sheet, and releasing such entities from claims outside of the Global Opioid Settlement; and

WHEREAS, the City intends to authorize the Mayor to execute any further similar forms for the Global Opioid Settlement, with funds distributed according to the Texas Term Sheet.

NOW, THEREFORE, BE IT RESOLVED that we, the City Council of the City of Lockhart:

1. Re-affirm the findings and resolutions made in Resolution 2021-17, approving the Texas Term Sheet; and
2. Hereby authorize the Mayor to execute and submit, the Texas Settlement Subdivision Participation and Release Form, attached hereto as **Exhibit A**, and incorporated herein, for settlement with Kroger, as part of the Global Opioid Settlement conducted by the Texas Attorney General’s office, and pursuant to the previously approved Texas Term Sheet; and
3. Hereby authorize the Mayor to execute and submit any future related Global Opioid Settlement release forms for further Defendants, and subject to the Texas Term Sheet.

PASSED AND APPROVED on this the 17th day of December, 2024.

APPROVED:

CITY OF LOCKHART, TEXAS

ATTEST:

Lew White, Mayor

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Bradford E. Bullock, City Attorney

Exhibit A

TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM

Political Subdivision:	Texas
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Texas Political Subdivision”), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Kroger Texas Settlement Agreement and Full Release of All Claims dated October 30, 2024 (“Kroger Texas Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Kroger Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Texas Political Subdivision elects to participate in the Kroger Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Kroger’s counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Kroger Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Kroger Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the Kroger Texas Settlement solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Kroger Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Kroger Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Kroger Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Kroger Texas Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities in any forum whatsoever. The releases provided for in the Kroger Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Kroger Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Kroger Texas Settlement.
10. In connection with the releases provided for in the Kroger Texas Settlement, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Texas Political Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Kroger Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Kroger in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
12. Nothing herein is intended to modify in any way the terms of the Kroger Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Texas Settlement, the Kroger Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.

Signature: _____
Name: _____
Title: _____
Date: _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 17, 2024

AGENDA ITEM CAPTION: Discuss confirmation of Civil Service Commission member reappointment of Ms. Worlanda Neal for a three (3) year term as recommended by the City Manager.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Ms. Neal has served on the commission for the past 18 years (six 3-year terms), and as the commission chairman since 2017. According to Civil Service regulations, she can be reappointed for additional terms (3 years long) if the appointment is confirmed by a two-thirds majority of the City Council. Ms. Neal has graciously agreed to continue serving on the commission. Both the City Manager and Civil Service Director concur that she has been, and will continue to be, an asset to the Civil Service Commission.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Both the City Manager and Civil Service Director respectfully recommend that Council confirm, by vote, the reappointment of Ms. Worlanda Neal.

LIST OF SUPPORTING DOCUMENTS: History - November 2, 2021 City Council minutes

HISTORY

REGULAR MEETING

LOCKHART CITY COUNCIL

NOVEMBER 2, 2021

6:30 P.M.

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

Council present:

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

Mayor Lew White
Councilmember Derrick David Bryant
Councilmember Kara McGregor
Councilmember Brad Westmoreland

Staff present:

Steven Lewis, City Manager
Monte Akers, City Attorney
Sean Kelley, Public Works Director
Dan Gibson, City Planner
Jeanne Pendergrass, Animal Shelter Manager

Connie Constancio, City Secretary
Victoria Maranan, Public Information Officer
Randy Jenkins, Fire Chief
Pam Larison, Finance Director
Mike Mendoza, Animal Shelter Officer

Citizens/Visitors Addressing the Council: Citizens: Suzy Falgout, Javier Barajas, David Mendoza, Jason Balser, Alan Balser and James Tiemann.

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 RESOLUTION 2021-18 REQUIRING APPROVAL BY THE CITY COUNCIL OF THE CITY OF LOCKHART FOR THE 2021 CERTIFIED PROPERTY TAX ROLL.

Ms. Larison stated that Section 26.09 of the Property Tax Code requires approval by the City Council of the City of Lockhart for the Certified Property Tax Roll, with the tax amount presented by the Caldwell County Appraisal District for the 2021 tax year. The 2021 Certified Property Tax Roll contains final amounts due totaling \$5,752,038.03 (\$956,833.88 for debt service). Ms. Larison recommended approval.

B. DISCUSS CONFIRMATION OF CIVIL SERVICE COMMISSION MEMBER REAPPOINTMENT OF MS. WORLANDA NEAL FOR A THREE (3) YEAR TERM AS RECOMMENDED BY THE CITY MANAGER.

Mr. Lewis stated that Ms. Neal has served on the commission for the past 15 years (five 3-year terms), and as the commission chairman since 2017. According to Civil Service regulations, she can be reappointed for additional terms (3 years long) if the appointment is confirmed by a two-thirds majority vote of the City Council. Ms. Neal has graciously agreed to continue serving on the commission. Both the City Manager and Civil Service Director concur that she has been, and will continue to be, an asset to the Civil Service Commission. Mr. Lewis recommended approval.

HISTORY

VOL 32 PG 225

Mayor White requested the applicant to address the Council.

Alan Balser, Dallas, Texas, stated that the property is proposed to consist of single-family homes and duplex dwellings. He requested approval.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 8:25 p.m.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2021-37, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 4. PUBLIC COMMENT.

Mayor White requested citizens to address the Council.

James Tiemann, Concho Street, suggested that the Council consider registering feral cat colonies that could assist the animal control officers with having knowledge of the colony in the event of complaints and to provide spay and neuter options of feral cats.

ITEM 5. CONSENT AGENDA.

Councilmember Michelson made a motion to approve consent agenda items 5A, 5B, 5C, and 5D. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

The following are the consent agenda items that were approved:

- 5A: Approve Resolution 2021-18 requiring approval by the City Council of the City of Lockhart for the 2021 Certified Property Tax Roll.
- 5B: Authorize confirmation of Civil Service Commission member reappointment of Ms. Worlanda Neal for a three (3) year term as recommended by the City Manager.
- 5C: Accept a \$20,000 cost-share reimbursement grant for Lockhart Fire Rescue to purchase Personal Protective Equipment (PPE). The grant is administered by the Texas A&M Forest Service.
- 5D: Approve opting out of the Public Utility Commission (PUC) Securitization Process under HB 4492.

ITEM 6-A. DISCUSSION AND/OR ACTION REGARDING AMENDMENT OF SECTION 10-5 OF THE CITY CODE OF ORDINANCES IN REGARD TO OWNERSHIP OF ANIMALS IMPOUNDED AT THE LOCKHART ANIMAL SHELTER AS OUTLINED IN ORDINANCE 2021-38.

Councilmember McGregor made a motion to approve Ordinance 2021-38, as presented. Councilmember Bryant seconded. The motion passed by a vote of 7-0.

ITEM 6-B. DISCUSSION AND/OR ACTION REGARDING AMENDMENT OF SECTION 10-19 OF THE CITY CODE OF ORDINANCES IN REGARD TO ANIMAL LIMITATIONS WITHIN THE CITY LIMITS OF LOCKHART AS OUTLINED IN ORDINANCE 2021-39.

Mayor Pro-Tem Sanchez made a motion to table the item and to direct staff to consider additional options in regard to animal limitations. Councilmember Mendoza seconded.

Councilmember McGregor requested that staff include options to require spay and neuter if an individual obtains a special permit for a larger number of animals.

VOTE: The motion passed by a vote of 7-0.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 17, 2024

AGENDA ITEM CAPTION: Discussion regarding a Councilmember appointment to the Community Action, Inc. of Central Texas Board of Directors.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: One third of the Community Action Board of Directors shall be elected public officials. The directors serve five-year terms, not to exceed a total of 10 years (or 2 terms). Councilmember Mendoza, who is currently appointed to the Community Action Board of Directors, has reached the ten-year limit of service. Community Action, Inc of Central Texas has invited the City of Lockhart to appoint a new representative to serve on the board.

The board typically meets on Thursdays 6 times per year in San Marcos. The meetings, on average, last approximately one and a half hours and are held in person. However, they do offer a virtual option through Zoom for those who cannot attend in person.

The board is scheduled to meet in 2025 as follows:

January 16, 2025

March 27, 2025

May 15, 2025

July 17, 2025

September 18, 2025

November 20, 2025

Community Action provides a variety of community services ranging from early childhood education, adult literacy programming, and health services, among other programs.

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: Discretion of the Council.

LIST OF SUPPORTING DOCUMENTS: New City of Lockhart Community Action Board

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Representative 2025, Community Action Board Appointment Form 2025



Community Action, Inc.
of Central Texas
— DEVELOPING OPPORTUNITIES —

December 2, 2024

Mayor Lew White
City of Lockhart
308 W. San Antonio St.
Lockhart, TX 78644

Dear Mayor White:

On behalf of Community Action, Inc. of Central Texas, I am writing to notify you and the City Council of the conclusion of Council Member Juan Mendoza's service on our Board of Directors. Per our bylaws, public officials may serve on our Board for a term of five consecutive years, but no longer than ten years. Council Member Mendoza has reached the ten-year limit of service.

It is with sincere gratitude that we honor and acknowledge Council Member Mendoza's exemplary contributions during his tenure. His faithful service, dedication to our mission, and consistent presence—rarely missing a meeting—have had a significant impact on our organization and the community we serve. His leadership and commitment to fostering opportunities for low-income residents will be greatly missed on our Board.

As his term concludes, I invite the City of Lockhart's leadership to appoint a new representative to join our Board of Directors. The next meeting of the Board is scheduled for Thursday, January 16, 2025. We welcome the City Council's timely consideration of this matter to ensure continued collaboration and representation from Lockhart.

Thank you for the City of Lockhart's ongoing partnership and support of Community Action, Inc. Our collaboration has been an invaluable asset to our shared mission of strengthening and enriching our community. We look forward to continuing our work together in the years ahead.

Please do not hesitate to contact me if you have any questions or if I can provide additional information regarding the appointment process.

With gratitude,

Doug Mudd
Executive Director
Community Action, Inc. of Central Texas
dmudd@communityaction.com



Community Action, Inc. of Central Texas

— DEVELOPING OPPORTUNITIES —

APPOINTMENT FORM- PUBLIC OFFICIAL REPRESENTATIVES FOR BOARD OF DIRECTORS

One third of Community Action Agency's Board of Directors shall be elected public officials, holding office on the date of selection or their representative. The term of office shall be 5 consecutive years but no longer than a total of ten as long as the public official remains in elected office.

PLEASE COMPLETE THE FOLLOWING SECTION:

Governing Body:

_____ County Commissioners Court
OR
_____ City Council
OR
_____ Other Governing Body

City, County, or Organization Being Represented

Name of Representative

Position

Address

City

Zip Code

Telephone

Fax Number

Email Address

Check One:

_____ Reappointment
_____ ☒ Filling Vacancy
_____ Changing Representative

I confirm our governing body appointed the above individual to serve as an elected official representative for the Board of Directors of Community Action, Inc. of Central Texas on

Date of Meeting

Signature of Elected Official

Date

"Helping Central Texans improve economic self-reliance through a wide range of services and community partnerships"

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 17, 2024

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING and consider approval of Ordinance 2024-37, annexing 84.981 acres out of the John A. Neill Survey, Abstract 20, Caldwell County, Texas, located east of the intersection of FM 1322 and Centerpoint Road and addressed as 2500 FM 1322 .

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: This item is the public hearing for the annexation of nearly 85 acres south of Seawillow Section One subdivision, located east of the intersection of FM1322 and Centerpoint Road. The intended land use is single-family residential. Although the property will be assigned an initial zoning of AO Agricultural-Open Space District, the next item on the agenda will be the public hearing regarding the proposed zoning of the property to RMD Residential Medium Density District. The property is currently located in the CCN for Aqua Texas Water. The applicant plans to petition to leave the Aqua CCN to allow connection to City water and wastewater services, both of which will require extension to reach the property.

In addition to the petition materials, the ordinance contains the annexation service agreement for the property. Most notably, the service agreement reflects that the property is not currently in the City water CCN and would require a release from the current CCN to facilitate City water service. The annexation service agreement has also been update to reflect the adoption of the Lockhart Looking Forward Comprehensive Plan in November 2024.

PROJECT SCHEDULE (if applicable): Notice of the public hearing was placed in the Lockhart Post-Register in the November 27, 2024 edition. Notice of the hearing has been continuously posted on the City website since November 27. Letters were also sent to the required utilities and public entities the same day.

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: City Council approved Resolution 2024-30 on November 19, setting the date of the public hearing for the annexation.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2024-37, annexing 84.981 acres located east of the intersection of FM 1322 and Centerpoint Road

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Ordinance 2024-37 Sendero Annexation 12-17-2024, Ord 2024-37 Sendero Annexation ordinance exhibits A-C, Ord. 2024-37 Exhibit D Sendero Annexation Service plan 12.17.24, Sendero Annexation Map

ORDINANCE NO. 2024-37

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF LOCKHART, TEXAS, BY ANNEXATION OF CERTAIN TERRITORY, BEING APPROXIMATELY 84.981 ACRES OF LAND LOCATED IN CALDWELL COUNTY, TEXAS, AS DESCRIBED IN EXHIBIT "B" AND AS DEPICTED IN EXHIBIT "C", DESCRIBED AS 84.981 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHN A. NEIL SURVEY, ABSTRACT NUMBER 20, CALDWELL COUNTY, TEXAS; DIRECTING THE CITY SECRETARY TO FILE A CERTIFIED COPY OF THIS ORDINANCE WITH CERTAIN AUTHORITIES; DIRECTING THAT THE MAP OF THE CITY BOUNDARIES AND EXTRATERRITORIAL JURISDICTION BE UPDATED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR APPROVAL OF THE ANNEXATION SERVICE AGREEMENT FOR THE ANNEXED PROPERTY; GRANTING TO SAID ANNEXED PROPERTY AND ALL FUTURE INHABITANTS ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF SAID CITY; PROVIDING FOR SEVERABILITY; PROPER NOTICE AND MEETING; AND EFFECTIVE DATE.

WHEREAS, Section 43.0671 of the Texas Local Government Code additionally authorizes a City to annex an area if each owner of the land in the area requests the annexation; and

WHEREAS, in accordance with the Annexation Petition dated September 23, 2024, attached hereto as Exhibit "A", and incorporated herein for all purposes, the landowner of the property has voluntarily requested and consented to the annexation of the Property; and

WHEREAS, the Property is adjacent to and contiguous to the boundaries of the City; and

WHEREAS, an Annexation Service Agreement for the territory to be annexed has been negotiated and approved by the Landowner and is hereby approved by the City Council as required by Sec. 43.0672 of the Texas Local Government Code, a copy of which Service Agreement, is attached hereto as Exhibit "D"; and

WHEREAS, notices were provided and the public hearing was held in accordance with state law regarding the annexation of the subject Property at which time persons interested in the annexation were given the opportunity to be heard; and

WHEREAS, the territory is exempt from the municipal annexation plan requirements; and

WHEREAS, the Property is within the City's extraterritorial jurisdiction and the Property is not within the extraterritorial jurisdiction or corporate limits of any other city; and

WHEREAS, the City Council is of the opinion that annexing the subject Property is in the best interest of the City;

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

SECTION 1. PREAMBLE. All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Lockhart and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. ANNEXATION. That the Property described as approximately 84.981 acres of land, Caldwell County, Texas, described in Exhibit "B" and depicted in Exhibit "C" attached hereto, and incorporated herein for all purposes, is hereby annexed into the City of Lockhart, Caldwell County, Texas, and that the corporate limits of the City of Lockhart shall be and the same are hereby extended to include the Property within the territorial limits of said City, and said Property and the present and future inhabitants thereof shall hereafter be entitled to all rights and privileges of citizens of Lockhart, Texas, and shall be bound by the provisions of all ordinances and codification of ordinances of said City.

SECTION 3. ANNEXATION SERVICE AGREEMENT. An Annexation Service Agreement, attached hereto as Exhibit "D", and incorporated herein for all purposes, between the City and the Landowner for the Property is hereby approved and the Mayor is authorized to execute same.

SECTION 4. FILING OF ORDINANCE. That the City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Caldwell County, Texas, the Voting Registrar of Caldwell County, the Caldwell County Appraisal District, the Secretary of the State of Texas, and the Comptroller of the State of Texas in the manner required by law.

SECTION 5. MAPS. That the Official Map showing the boundaries of the City and its extraterritorial jurisdiction shall be immediately updated to include the Annexed Property and the map shall be annotated to show the date of the annexation and the number of the annexation ordinance.

SECTION 6. SEVERABILITY. That if any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 7. REPEALER CLAUSE. The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinance or parts of ordinances inconsistent or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This Ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

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

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect immediately upon approval.

Passed and Approved: _____, 2024

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Bradford Bullock, City Attorney

EXHIBIT "A"

September 23, 2024

Via Electronic Mail

Steve Lewis
City Manager
308 W. San Antonio St.
Lockhart, TX 78644

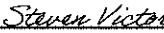
RE: Annexation Request for 85 acres of land in the John A. Neill Survey, Abstract No. 20, Caldwell County, Texas, as more particularly described in Exhibit "A" attached hereto (the "**Property**")

Dear Mr. Lewis:

As owner of the above-described Property (the "Owner"), we respectfully submit this request for full-purpose annexation of the Property into the corporate limits of the City of Lockhart, Texas, to allow development of the Property as a single family residential community. A Zoning Change Application for Residential Medium Density (RMD) zoning district is being filed simultaneously herewith.

If you have any questions about this request or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this request.

Sincerely,


Steven Victor (Sep 23, 2024 15:14 CDT)

Steven L. Victor
Blackjack Block II, LLC

EXHIBIT "B"

LEGAL DESCRIPTION OF LAND

All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the JOHN A. NEILL SURVEY A-20 and also being a part of a tract of land called 254.813 acres and conveyed to William R. Clark et ux by deed recorded in Instrument #132443 of the Official Public Records of Caldwell County, Texas and being also all of a tract of land called 85.000 acres and conveyed to Charles D. Spillman et ux by deed recorded in Instrument #2016-005533 of the said Official Public Records and being more particularly described as follows:

BEGINNING at an 1/2" iron pin found in the SW corner of the above mentioned 254.813 acre tract and the SW corner of the above mentioned 85.000 acre tract and the NE line of Center Point Road (County Road #211) and the apparent NW corner of a tract of land called 82.278 acres and conveyed to Tom Blackwell Family Partners LP et al by deed recorded in Instrument #126410 of the said Official Records for the SW corner this tract.

THENCE with the West line of the said 254.813 acre tract and the West line of the said 85.000 acre tract and the East lines of Center Point Road and Farm to Market #1322 for the following Three (3) courses:

1) N 30 degrees 58 minutes 05 seconds W 1570.83 feet to a capped iron pin found (stamped "HINKLE SURVEYORS") in the PC of a curve.

2) With a curve turning to the left having a radius of 2907.19 feet and arc length of 210.56 feet and the chord of which bears N 28 degrees 42 minutes 34 seconds W 210.52 feet to a concrete monument found used for basis of bearing for the PT of the said curve.

3) N 30 degrees 58 minutes 00 seconds W 777.51 feet to a capped iron pin found (Stamped "HINKLE SURVEYORS") in the NW corner of the said 85.000 acre tract for the NW corner this tract and from which point a capped iron pin found (Stamped "HINKLE SURVEYORS") used for basis of bearing bears N 30 degrees 58 minutes 00 seconds W 5018.08 feet.

THENCE N 79 degrees 31 minutes 17 seconds E over and across the said 254.813 acre tract and with the North line of the said 85.000 acre tract 1579.86 to a capped iron pin found (Stamped "HINKLE SURVEYORS") in the East line of the said 254.813 acre tract and the NE corner of the said 85.000 acre tract and the apparent West line of a tract of land called 358.536 acres and conveyed to David Acevedo et al by deed recorded in Volume 209 Page 425 of the said Official Public Records for NE corner this tract.

THENCE S 29 degrees 09 minutes 39 seconds E with the East line of the said 254.813 acre tract and the East line of the said 85.000 acre tract and the apparent West line of the above mentioned 358.536 acre tract 2533.21 feet to a 3/4" iron pipe found in the SE corner of the said 254.813 acre tract and the SE corner of the said 85.000 acre tract and the apparent North line of the above mentioned 82.278 acre tract for the SE corner this tract.

THENCE S 79 degrees 31 minutes 17 seconds W with the South line of the said 254.813 acre tract and the South line of the said 85.000 acre tract and the apparent North line of the said 82.278 acre tract 1503.45 feet to the PLACE OF BEGINNING containing 85.000 acres of land or 3702600 sq ft of land more or less.

ORDINANCE EXHIBIT “D”

CITY OF LOCKHART SERVICE AGREEMENT FOR SENDERO ANNEXATION - 2024

WHEREAS, the City of Lockhart, Texas (the “City”) has instituted annexation proceedings for the land described in Exhibit “A”, attached hereto (referred to herein as the “Annexed Property”); and,

WHEREAS, Chapter 43, Texas Local Government Code, (referred to herein as “TLGC”) requires a service plan agreement between the Landowner and the City adopted with, or prior to, the annexation ordinance;

NOW, THEREFORE, by execution hereof, the City and the Landowner agree to the Annexation Services set out herein for the Annexed Property on the date of annexation:

1. Intent

As used in this Agreement, *providing services* includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and Landowner participation in accordance with applicable City ordinances. Provided however, that nothing in this Service Plan Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the Annexed Property, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

The City shall provide the Annexed Property or cause the Annexed Property to be provided with services in accordance with this Agreement. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other agencies to provide such services, in whole or in part. The parties acknowledge and agree that it is not the intent of this Agreement to create any vested rights to develop the Annexed Property, until such time that development of the Annexed Property is commenced as evidenced by the submittal of one or more complete development applications in accordance with the City’s Code of Ordinances.

2. Police, EMS, and animal control

Immediately upon annexation, City of Lockhart Police will provide regular and routine patrols in the area as part of its overall patrol activities, and will respond to any calls for assistance. Similarly, Emergency Medical Services will be provided by the City and Caldwell County Emergency Services District No. 5 and animal control services will be provided by the City . The Bufkin Lane EMS station is the closest to and has the most direct access to this annexation area. No additional personnel or equipment is anticipated as a result of this annexation.

3. Fire protection

Immediately upon annexation, the Lockhart Fire Department will provide fire suppression service from Fire Station No. 1, located at 201 W. Market St. Fire prevention activities, including subdivision/building plan review and fire inspections of structures, will be provided by the City, or a firm contracted by the City. Although no additional personnel or equipment is anticipated as a result of this annexation, the pace of future development will determine the need for a fire substation in the southeast part of the city.

4. Solid waste collection

Immediately upon annexation, refuse collection and voluntary household curbside recycling will be provided by the City in accordance with the rates and conditions of the Lockhart City Code. Recycling is also available at the City's voluntary drop-off center located at 110 N. Brazos St. No additional personnel or equipment is anticipated as a result of this annexation.

5. Water facilities

The closest City water mains are a 12-inch line along FM 1322 that is being connected to the Summerside Subdivision on the west side of FM 1322. The Annexed Property is adjacent to, but not within, the City's water service jurisdiction. It will be the Landowner or developer's responsibility to obtain a release from the water CCN in which the annexed property is located to allow the provision of City water to the site and addition to the City's CCN. Water line extensions are the responsibility of the Landowner or developer desiring service, in accordance with the City's subdivision regulations, water facility construction standards, and utility extension policy. The City of Lockhart will maintain any new public water facilities that are not in the service area of another utility, in accordance with standard City maintenance procedures.

6. Wastewater facilities.

The Annexed Property will be served by the City's centralized sanitary wastewater system which is not currently available to the Annexed Property. The cost of extending such centralized wastewater service to the Annexed Property shall be the Landowner's responsibility in accordance with the City's Utility Extension Ordinance, unless the city and the landowner agree to alternative arrangements. However, should the extension of such centralized wastewater system result in the City's oversizing of the wastewater system to serve properties outside of the Annexed Property or, in the event that the installation or construction of sewer system facilities will benefit the overall performance of the City's wastewater system to properties located outside of the Annexed Property, the Landowner's share shall be determined on a pro-rata basis and shall be limited to costs associated with the extension of the wastewater service to the Annexed Property. The City of Lockhart will maintain any wastewater facilities serving the Annexed Property in accordance with standard City maintenance procedures and the Code of Ordinances.

7. Electric service and street lighting

The Annexed Property is not within the City's jurisdiction for electric service. Electric service is provided by Bluebonnet Electric Cooperative.

8. Streets and drainage

Access to the Annexed Property is currently provided by FM 1322. Immediately upon annexation, street and drainage facility and public rights-of-way maintenance will be performed by the Lockhart Public Works Department in accordance with standard City maintenance procedures for streets located within the subject area that are not under the jurisdiction of the State. Construction of new streets and drainage facilities is the responsibility of the Landowner or developer desiring them, in accordance with the City's subdivision regulations and street and drainage facility construction standards.

9. Traffic control

Immediately upon annexation, the City of Lockhart will maintain street name signs, traffic control devices, and other required traffic system design improvements for any new public streets in the Annexed Property.

10. Parks and recreation

Immediately upon annexation, Lockhart Parks and Recreation Department facilities and services, including the use of any and all public parks, will be available to residents of the Annexed Property. There are currently no City parks or recreation facilities in the subject Annexed Property. Dedication of land, or payment of a fee-in-lieu-of land dedication, for new parkland is the responsibility of the Landowner at the time of land development in accordance with the City's subdivision regulations. Construction of park improvements on the dedicated land, and maintenance thereafter, will be in accordance with the standards of the Lockhart subdivision regulations unless otherwise negotiated with the Landowner or developer.

11. Public Library

Immediately upon annexation, all residents of the subject Annexed Property will be eligible for library services available to Lockhart citizens at the Lockhart Public Library.

12. Planning and zoning

Immediately upon annexation, the Annexed Property will be zoned "AO" Agricultural–Open Space District, in accordance with the City of Lockhart zoning ordinance. Any other zoning classification for specific parcels may be subsequently requested by individual property owners in accordance with the standard City application, notification, and public hearing procedures.

The Lockhart Looking Forward Comprehensive Plan adopted in 2024 shows the property as located in the Seawillow District. Land use decisions regarding the parcel will be subject to consistency with the mix of land uses listed as appropriate within the Seawillow District. The land use plan also indicates a future collector street passing along the southern boundary of the annexation area. All services of the Lockhart Planning Department will be available to residents and owners of annexed Property.

13. Building inspection and code enforcement

Immediately upon annexation, the City of Lockhart Building Inspection Division, or a firm contracted by the City, will enforce the adopted building and nuisance codes within the Annexed Property. This includes consultation with developers, plan review, and on-site inspections for construction activity, as well as investigation of complaints and prosecution of code violations related to buildings, property maintenance, and other health and safety hazards or nuisances.

14. Environmental health code services

Immediately upon annexation, the City of Lockhart Health Officer will enforce the City's food-handler and other adopted health regulations within the Annexed Property area. This includes regular inspections as well as investigation of complaints and prosecution of violations.

15. Floodplain management

Immediately upon annexation, floodplain management will be in accordance with FEMA and City of Lockhart flood hazard regulations. There are no identified 100-year floodplains in the Annexed Property.

16. Miscellaneous municipal facilities and services

Should any other municipal facilities, buildings, or services be constructed or located within the subject area subsequent to annexation, all required operation or maintenance will be provided by the appropriate City department.

17. Term and Effective Date

This agreement shall be effective on the date the Annexed Property is annexed by the City. This Annexation Services Agreement shall be valid for a term of ten (10) years.

CITY OF LOCKHART

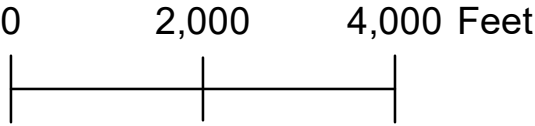
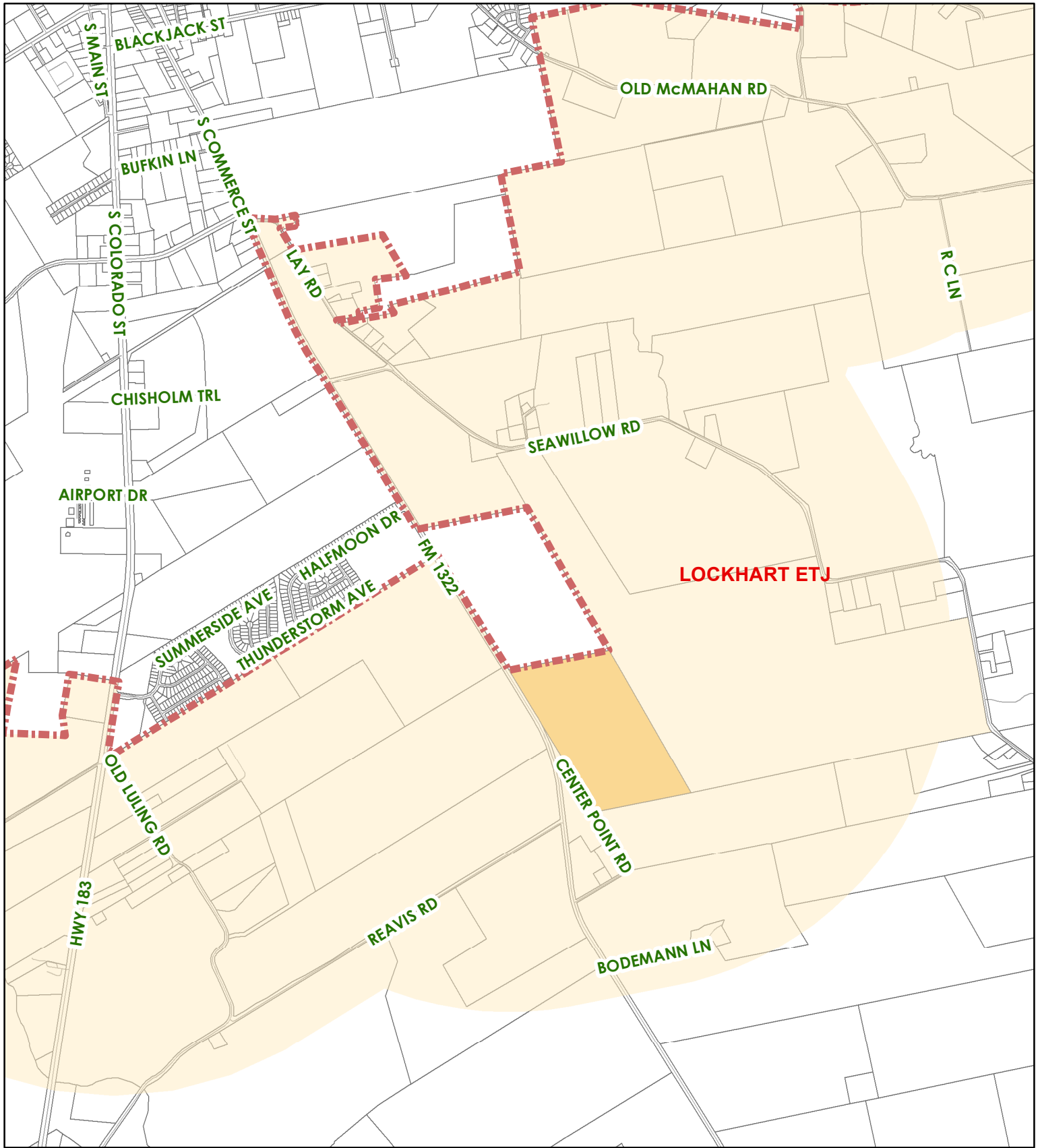
Lew White, Mayor

Date: _____

LANDOWNER

By:

Date: _____



Map Legend

- SENDERO ANNEXATION
- PARCEL BOUNDARY
- LOCKHART ETJ
- LOCKHART CITY LIMITS

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 17, 2024

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING on application ZC-24-08 by Talley J. Williams on behalf of Blackjack Block, LLC and discussion and/or action on Ordinance 2024-38 for a **Zoning Change** from AO Agricultural-Open Space District to RMD Residential Medium Density District on 84.981 acres in the John A. Neill Survey, Abstract No. 20, located last of the intersection of FM 1322 and Centerpoint Road and addressed as 2500 FM 1322.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: This item is the rezoning of the subject property from the AO Agricultural-Open Space District to RMD Residential Medium Density District. The property is scheduled to be annexed at a public hearing to be held earlier in the same City Council meeting. The purpose of the proposed zoning change is to allow the construction of a single family residential development of the SF-2 type, which is not possible in the AO zoning district. The site is adjacent to another development of the same type and other nearby areas with identical zoning.

The site is relatively flat, and does not have any areas within the one percent annual floodplain. The site is located past the current extent of the City's water and wastewater system, but will likely tie into utility extensions being built for other nearby subdivisions. The property is currently located within the Aqua water water CCN, which means that the owner must obtain a release of the property from the Aqua CCN before the City can serve the property.

PROJECT SCHEDULE (if applicable): None

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: An annexation of the property is pending, which the City Council will consider in the agenda item preceding the zoning case.

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission considered the zoning change request at their December 11, 2024 meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2024-38 changing the zoning from AO to RMD

LIST OF SUPPORTING DOCUMENTS: Ordinance 2024-38, ZC2408 aerial, Ordinance 2024-38 Exhibit A, ZC2408 case map, ZC2408 zoning, Seawillow District chart, zc-24-08 staff

City of Lockhart, Texas

Council Agenda Item Cover Sheet

report--council, ZC2408 application

ORDINANCE 2024-38

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY 84.981 ACRES IN THE JOHN A. NEILL LEAGUE, ABSTRACT NUMBER 20, ADDRESSED AS 2500 FM 1322, FROM AO AGRICULTURAL-OPEN SPACE DISTRICT TO RMD RESIDENTIAL MEDIUM DENSITY DISTRICT.

WHEREAS, on December 11, 2024, the Planning and Zoning Commission held a public hearing and voted to recommend approval of said change; and,

WHEREAS, the City Council desires to amend the zoning map as provided in Section 64-128 of the Code of Ordinances; and,

WHEREAS, a public hearing was held in conformance with applicable law;

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

- I. The foregoing recitals are approved and adopted herein for all purposes.
- II. The above-referenced property described in Zoning Change request ZC-24-08, known as 84.981 acres in the John A. Neill, Abstract Number 20, more particularly described in Exhibit A, located at 2500 FM 1322, will be reclassified from AO Agricultural-Open Space District to RMD Residential Medium Density District.
- III. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or unenforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation.
- IV. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.
- V. Publication: That the City Secretary is directed to cause this ordinance caption to be published in a newspaper of general circulation according to law.
- VI. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 17th DAY OF DECEMBER, 2024

CITY OF LOCKHART

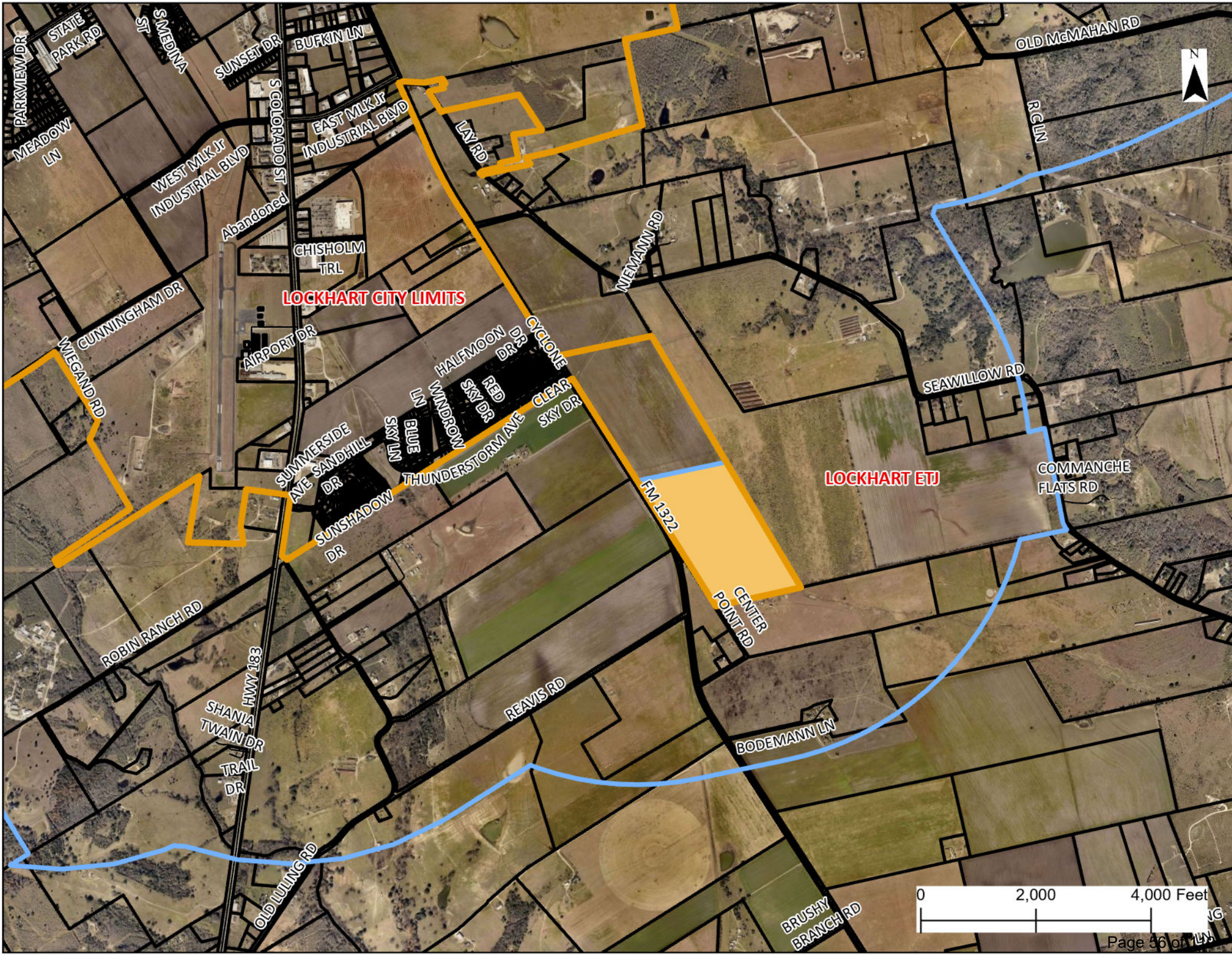
Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

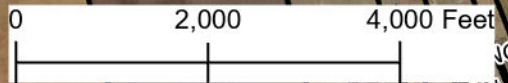
Julie Bowermon, City Secretary

Bradford Bullock, City Attorney



LOCKHART CITY LIMITS

LOCKHART ETJ



METES AND BOUNDS DESCRIPTION
FOR A 84.981 ACRE TRACT OF LAND
EXHIBIT "A"

Being a 84.981 acre tract of land located in the John A. Neill Survey, Abstract No. 20, Caldwell County, Texas, being that same called 85.00 acre tract, recorded in Document No. 2021-008619, Official Public Records, Caldwell County, Texas, said 84.981 acre tract of land being more particularly described as follows:

BEGINNING at an 1/2" iron pin found in the Northeast right of way line of Center Point Road for the Northwest corner of a called 82.278 acre tract recorded in Document Number 12-6410, Official Public Records, Caldwell County, Texas, same point being the Southwest corner of said 85.00 acre tract, recorded in Document No. 2021-008619, Official Public Records, Caldwell County, Texas;

THENCE with the West line of said 85.000 acre tract, same line being the Northeast right of way line of Center Point Road, continuing with the Northeast right of way line of FM 1322, the following three (3) calls:

1. N 31°43'11" W, a distance of 1570.68 feet to a found 1/2" Iron pin for a corner, and a beginning of a curve;
2. Along the arc of a curve to the left having a radius of 2907.19 feet, an arc length of 210.50 feet, and a chord bearing and distance of N 29°25'44" W, 210.46 feet to a found concrete TxDOT monument (TxDOT Type I) for a corner;
3. N 31°43'33" W, a distance of 777.30 feet to a found 1/2" iron pin with cap stamped "Hinkle" for the Southwest corner of a called 89.769 acre tract, recorded in document no. 2021-006882 Official Public Records, Caldwell County, Texas, same point being the Northwest corner of said 85.000 acre tract;

THENCE departing the Northeast right of way line of FM 1322, with the South line of said 89.769 acre tract and the North line of said 85.000 acre tract, N 78°46'07" E a distance of 1579.58 feet to a found 1/2" iron pin with cap stamped "Hinkle" in the Southwest line of a called 358.536 acre tract recorded in Volume 209, Page 425 Official Public Records, Caldwell County, Texas, same point being the Southeast corner of said 89.769 acre tract, the Northernmost corner of said 85.000 acre tract, and a corner of the herein described tract;

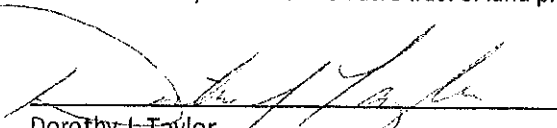
THENCE continuing the Southwest line of said 358.536 acre tract and the East line of said 85.000 acre tract, S 29°55'01" E, a distance of 2533.15 feet to a found 3/4" pipe in the North line of the aforementioned 82.278 acre tract for the Southwest corner of said 358.536 acre tract, same point being the Southeast corner of said 85.000 acre tract;

THENCE with the North line of said 82.278 acre tract and the South line of said 85.000 acre tract, S 78°46'45" W, a distance of 1503.51 feet to the POINT OF BEGINNING, containing 84.981 acres of land in Caldwell County, Texas.

Bearings shown hereon are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (NA2011) Epoch 2010.00.

Written August 13, 2024.

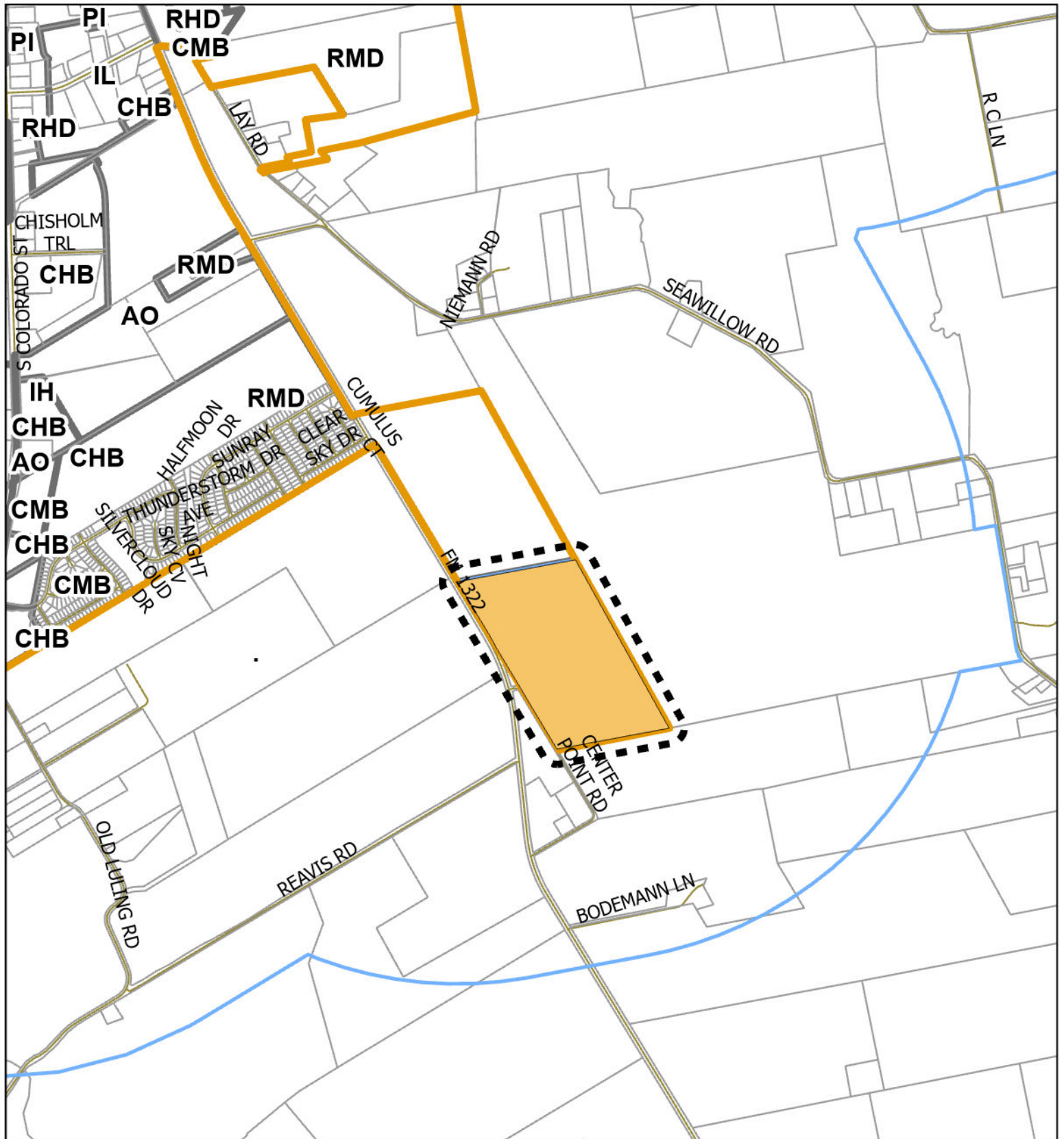
Reference survey of said 84.981 acre tract of land prepared this same date.


Dorothy J. Taylor

Registered Professional Land Surveyor No. 6295

S:\Projects\031 - DR Horton\031.109 - Sendero Tract Feasibility\M&B\84.981 AC. M&B.docx





ZC-24-08

AO TO RMD

2500 FM1322



Scale 1" = 2000'



SUBJECT PROPERTY



ZONING BOUNDARY



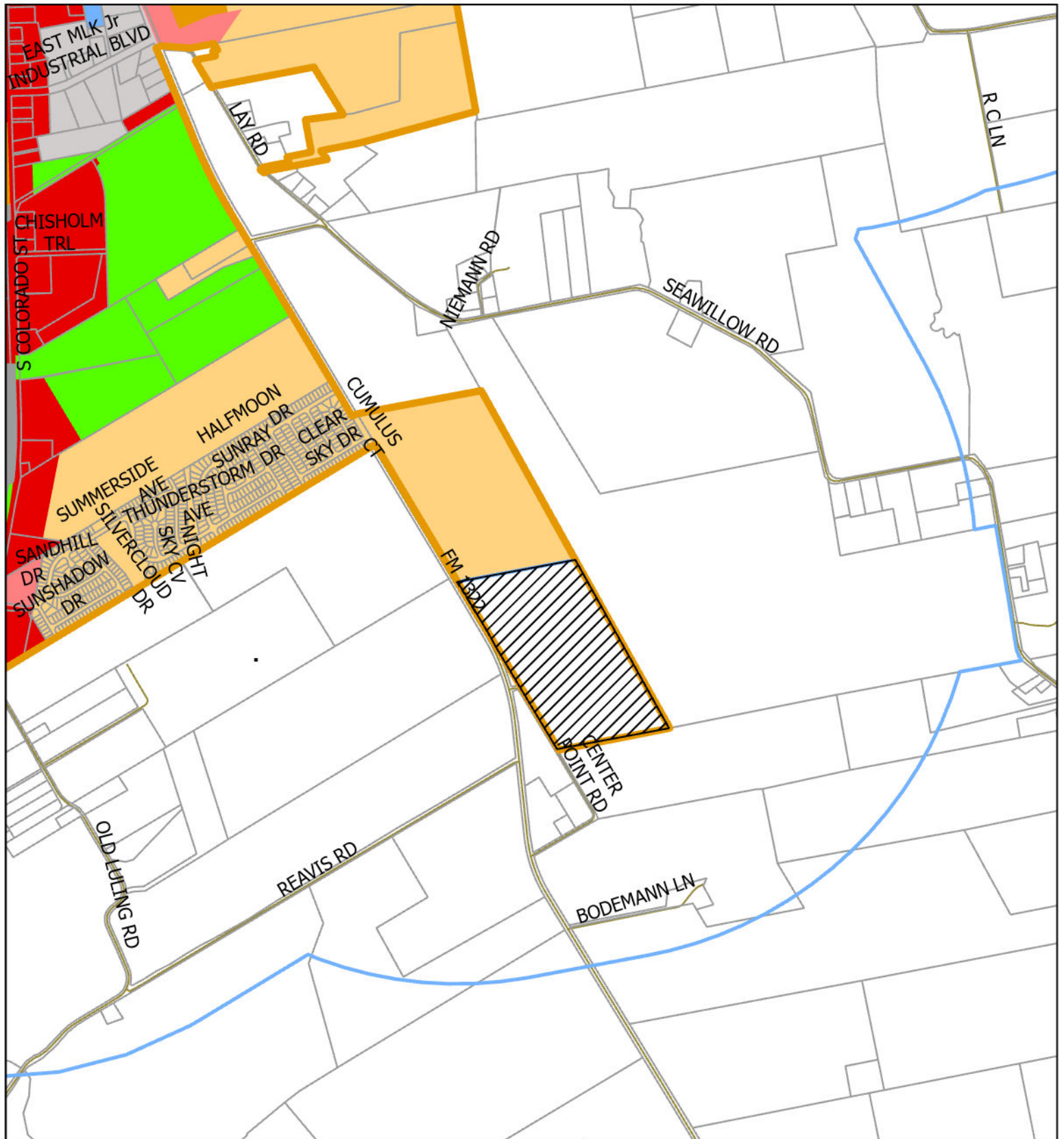
LOCKHART CITY LIMITS



LOCKHART ETJ



200 FT BUFFER
Page 59 of 119



ZC-24-08

AO TO RMD

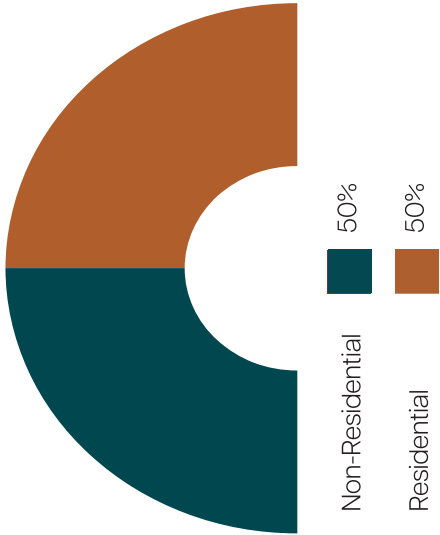
2500 FM1322



Scale 1" = 2000'

Seawillow District

Anchored by the potential Seawillow mixed use development, this district provides a mix of low-density housing as well as employment and industrial uses along FM 1322.



Residential Density
4 to 32 DUA
Intensity
40-80% Lot Coverage Low to Medium Intensity
Scale
1 to 2 Stories Low-rise



Project Type & Appropriateness		Compatibility Considerations
SFD	●●●●	
SFD + ADU	●●●●	
SFA	●●●●	Especially appropriate in local mixed use areas.
Small Multi-Family	●●●○	Appropriate closer to local corridors and multi-family areas. Not appropriate in cases where it creates significant difference in scale to adjacent residential uses.
Large Multi-Family	●●●○	
Retail/Entertainment	●●●○	Neighborhood-serving and local scale retail and entertainment uses are appropriate in local mixed use areas. More intense uses are appropriate along local corridors. Uses that are more likely to generate nuisances should be located away from residential uses.
Office	●●●○	Appropriate in employment and industrial areas.
Light Industrial	●●○○	
Heavy Industrial	●○○○	Industrial uses that are more likely to generate nuisances should be located away from residential uses.

CASE SUMMARY

STAFF: David Fowler, Planning Director

REPORT DATE: December 5, 2024

PLANNING AND ZONING COMMISSION HEARING DATE: December 11, 2024

CITY COUNCIL HEARING DATE: December 17, 2024

REQUESTED CHANGE: AO to RMD

STAFF RECOMMENDATION: **Approval**

PLANNING AND ZONING COMMISSION RECOMMENDATION: **Approval**

CASE NUMBER: ZC-24-08

BACKGROUND DATA

APPLICANT: Talley J. Williams
OWNER: Blackjack Block, LLC
SITE LOCATION: 2400 FM 1322
LEGAL DESCRIPTION: Metes and bounds
SIZE OF PROPERTY: 84.981 acres
EXISTING USE OF PROPERTY: Vacant land
LAND USE PLAN DESIGNATION: *Seawillow District*

ANALYSIS OF ISSUES

REASON FOR REQUESTED ZONING CHANGE: The property is scheduled to be annexed on December 17, 2024. Upon annexation, the property will be assigned AO Agricultural-Open Space zoning. The applicant proposes to rezone the subject property to develop a single-family residential subdivision. The initial AO zoning would allow single-family dwellings, but only on lots of one acre or larger. The RMD district has been requested, as the applicant intends to develop the subdivision consistent with the Single-Family 2 (SF-2) residential development type.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Subdivision under construction	RMD	<i>Seawillow District</i>
East	Vacant land, in Seawillow development	ETJ	<i>Seawillow District</i>
South	Agricultural use	ETJ	<i>Seawillow District</i>
West	Vacant land	ETJ	<i>Seawillow District</i>

TRANSITION OF ZONING DISTRICTS: There currently is a large block of RMD zoning to the north of the subject parcel in the form of section one of the Seawillow Development. This is the only portion of Seawillow that has been annexed to date. Other nearby areas are in the ETJ, including the rest of the Seawillow development area. Given that there is identical zoning adjacent and other nearby areas are likely to be the sites of residential or commercial development in the future, the transition of zoning districts reflected in the zoning pattern after the proposed zoning change will be appropriate.

ADEQUACY OF INFRASTRUCTURE: Adequate City water service is currently available in the FM 1322 right-of-way and is to be extended to the northern boundary of the site. City wastewater service will require a lengthy off-site extension along FM 1322 towards Blackjack Street (FM 20), which also will require the installation of a force main and lift station. This is planned as part of the development of the Seawillow development, and the developer of the subject property may be able to connect to this extension. Any subdivision of the property will require internal public streets, and stubs to neighboring properties and planned thoroughfares for connection to current and future development.

POTENTIAL NEIGHBORHOOD IMPACT: Because this is still a sparsely populated area, any adverse impact will likely be limited to increased traffic on FM 1322, and possibly streets within the Seawillow phase one. TxDOT will require a traffic impact analysis for all new street intersections along FM 1322 and could require safety improvements (center left-turn lane, right-turn transition lanes, traffic signals, etc.) that would be the responsibility of the developer to provide.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed RMD zoning is consistent with the uses listed within the Seawillow District within the comprehensive plan.

ALTERNATIVE CLASSIFICATIONS: None more appropriate.

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

STAFF RECOMMENDATION: Approval.

CITY OF

Lockhart

TEXAS

ZONING CHANGE APPLICATION

(512) 398-3461 • FAX (512) 398-3833
P.O. Box 239 • Lockhart, Texas 78644
308 West San Antonio Street

APPLICANT/OWNER

APPLICANT NAME Talley J. Williams

DAY-TIME TELEPHONE 512-404-2234

E-MAIL twilliams@mwswtexas.com

ADDRESS 221 W. 6th Street

Suite 1300

Austin, TX 78701

OWNER NAME Blackjack Block II, LLC

DAY-TIME TELEPHONE (312) 263-4141

E-MAIL svictor@dsiconsulting.com

ADDRESS 333 South Grand Ave

Suite 4100

Los Angeles, CA 90071

PROPERTY

2500 Fm 1322

ADDRESS OR GENERAL LOCATION Northeast of FM1322 and Center Point Rd

LEGAL DESCRIPTION (IF PLATTED) _____

SIZE 85 ACRE(S) LAND USE PLAN DESIGNATION Agricultural-open space

EXISTING USE OF LAND AND/OR BUILDING(S) Vacant Land

PROPOSED NEW USE, IF ANY Single Family - 2 (SF2)

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION Agricultural-Open Space (AO)

TO PROPOSED ZONING CLASSIFICATION Residential Medium Density (RMD)

REASON FOR REQUEST To allow development of the Property as a single family residential community

SUBMITTAL REQUIREMENTS

IF THE APPLICANT IS NOT THE OWNER, A LETTER SIGNED AND DATED BY THE OWNER CERTIFYING THEIR OWNERSHIP OF THE PROPERTY AND AUTHORIZING THE APPLICANT TO REPRESENT THE PERSON, ORGANIZATION, OR BUSINESS THAT OWNS THE PROPERTY.

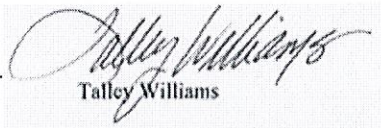
NAME(S) AND ADDRESS(ES) OF PROPERTY LIEN-HOLDER(S), IF ANY.

IF NOT PLATTED, A METES AND BOUNDS LEGAL DESCRIPTION OF THE PROPERTY.

APPLICATION FEE OF \$250, PLUS \$150 PER ACRE, MAXIMUM OF \$10,000, PLUS ADDITIONAL \$1,000 FOR PLANNED DEVELOPMENT DISTRICT.

APPLICATION FEE OF \$ 10,250 PAYABLE TO THE CITY OF LOCKHART.

TO THE BEST OF MY KNOWLEDGE, THIS APPLICATION AND ASSOCIATED DOCUMENTS ARE COMPLETE AND CORRECT, AND IT IS UNDERSTOOD THAT I OR ANOTHER REPRESENTATIVE SHOULD BE PRESENT AT ALL PUBLIC MEETINGS CONCERNING THIS APPLICATION.

SIGNATURE 
Talley Williams

DATE 9/23/2024

OFFICE USE ONLY

ACCEPTED BY D. Fowler

RECEIPT NUMBER _____

DATE SUBMITTED 10/9/2024

CASE NUMBER ZC 24 - 08

DATE NOTICES MAILED 11-22-2024

DATE NOTICE PUBLISHED 11-28-2024

PLANNING AND ZONING COMMISSION MEETING DATE Dec. 11, 2024

PLANNING AND ZONING COMMISSION RECOMMENDATION Approval

CITY COUNCIL MEETING DATE Dec. 17, 2024

DECISION _____

OWNER AGENT AUTHORIZATION

August 12, 2024

To: State of Texas
Texas Department of Transportation
City of Lockhart
Caldwell County
Lockhart Water and Sewer
Aqua Water
Bluebonnet Electric
Centric Gas and Fiber
Texas Gas
AT&T Fiber
Spectrum Fiber
Any other governmental or quasi-governmental entity with jurisdiction over the Property

Re: 85 acres of land in the JOHN A. NEILL SURVEY, ABSTRACT NO. 20, Caldwell County, Texas,
as more particularly described in Exhibit "A" attached hereto (the "*Property*")

To Whom It May Concern:

The undersigned, **Blackjack Block II, LLC**, a Texas limited liability company ("*Owner*"), as owner of the above reference Property, hereby authorizes **Continental Homes of Texas, L.P.**, a Texas limited partnership, to act as agent for Owner in (i) executing applications for and other documents pertaining to permits, entitlements, utility service commitments, and approvals, (ii) attending private and public meetings, (iii) appearing before the State of Texas, Texas Department of Transportation, Caldwell County Commissioners Court, City Council of Lockhart, Lockhart Water and Sewer Department, Aqua Water, Bluebonnet Electric, Centric Gas and Centric Fiber, Texas Gas, AT&T Fiber, Spectrum Fiber, or any other governmental or quasi-governmental entity with jurisdiction over the Property, and (iv) taking any other actions as may be deemed necessary in order to obtain approval of any necessary permits, entitlements, utility service commitments, and approvals with respect to the Property.

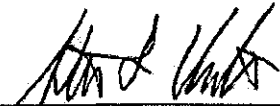
[SIGNATURES ON FOLLOWING PAGES]

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OWNER

Blackjack Block II, LLC
(a Texas limited liability company)

By: Inevitable Tech Inc. (f/k/a Iron Ox., Inc.)
(a Delaware corporation)
Its Sole Member

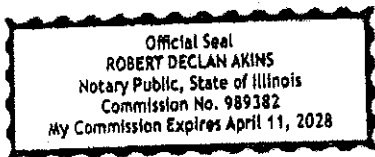
By: 
Steven L. Victor, Director and
Authorized Representative

STATE OF ILLINOIS §
 §
COUNTY OF COOK §

This instrument was acknowledged before me, the undersigned authority, this 21st day of August, 2024, by Steven L. Victor, Director and Authorized Representative of Inevitable Tech Inc. (f/k/a Iron Ox., Inc.), a Delaware corporation, Sole Member of Blackjack Block II, LLC, a Texas limited liability company, on behalf of said corporation and Blackjack Block II, LLC, a Texas limited liability company.

[SEAL]


Notary Public ★ State of Illinois



METES AND BOUNDS DESCRIPTION
FOR A 84.981 ACRE TRACT OF LAND
EXHIBIT "A"

Being a 84.981 acre tract of land located in the John A. Neill Survey, Abstract No. 20, Caldwell County, Texas, being that same called 85.00 acre tract, recorded in Document No. 2021-008619, Official Public Records, Caldwell County, Texas, said 84.981 acre tract of land being more particularly described as follows:

BEGINNING at an 1/2" iron pin found in the Northeast right of way line of Center Point Road for the Northwest corner of a called 82.278 acre tract recorded in Document Number 12-6410, Official Public Records, Caldwell County, Texas, same point being the Southwest corner of said 85.00 acre tract, recorded in Document No. 2021-008619, Official Public Records, Caldwell County, Texas;

THENCE with the West line of said 85.000 acre tract, same line being the Northeast right of way line of Center Point Road, continuing with the Northeast right of way line of FM 1322, the following three (3) calls:

1. N 31°43'11" W, a distance of 1570.68 feet to a found 1/2" iron pin for a corner, and a beginning of a curve;
2. Along the arc of a curve to the left having a radius of 2907.19 feet, an arc length of 210.50 feet, and a chord bearing and distance of N 29°25'44" W, 210.46 feet to a found concrete TxDOT monument (TxDOT Type I) for a corner;
3. N 31°43'33" W, a distance of 777.30 feet to a found 1/2" iron pin with cap stamped "Hinkle" for the Southwest corner of a called 89.769 acre tract, recorded in document no. 2021-006882 Official Public Records, Caldwell County, Texas, same point being the Northwest corner of said 85.000 acre tract;

THENCE departing the Northeast right of way line of FM 1322, with the South line of said 89.769 acre tract and the North line of said 85.000 acre tract, N 78°46'07" E a distance of 1579.58 feet to a found 1/2" iron pin with cap stamped "Hinkle" in the Southwest line of a called 358.536 acre tract recorded in Volume 209, Page 425 Official Public Records, Caldwell County, Texas, same point being the Southeast corner of said 89.769 acre tract, the Northernmost corner of said 85.000 acre tract, and a corner of the herein described tract;

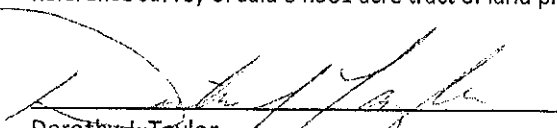
THENCE continuing the Southwest line of said 358.536 acre tract and the East line of said 85.000 acre tract, S 29°55'01" E, a distance of 2533.15 feet to a found 3/4" pipe in the North line of the aforementioned 82.278 acre tract for the Southwest corner of said 358.536 acre tract, same point being the Southeast corner of said 85.000 acre tract;

THENCE with the North line of said 82.278 acre tract and the South line of said 85.000 acre tract, S 78°46'45" W, a distance of 1503.51 feet to the POINT OF BEGINNING, containing 84.981 acres of land in Caldwell County, Texas.

Bearings shown hereon are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (NA2011) Epoch 2010.00.

Written August 13, 2024.

Reference survey of said 84.981 acre tract of land prepared this same date.


Dorothy J. Taylor

Registered Professional Land Surveyor No. 6295

S:\Projects\031 - DR Horton\031.109 - Sendero Tract Feasibility\M&B\84.981 AC. M&B.docx

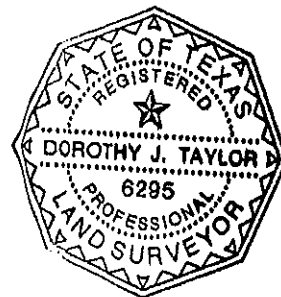


EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the JOHN A. NEILL SURVEY A-20 and also being a part of a tract of land called 254.813 acres and conveyed to William R. Clark et ux by deed recorded in Instrument #132443 of the Official Public Records of Caldwell County, Texas and being also all of a tract of land called 85.000 acres and conveyed to Charles D. Spillman et ux by deed recorded in Instrument #2016-005533 of the said Official Public Records and being more particularly described as follows:

BEGINNING at an 1/2" iron pin found in the SW corner of the above mentioned 254.813 acre tract and the SW corner of the above mentioned 85.000 acre tract and the NE line of Center Point Road (County Road #211) and the apparent NW corner of a tract of land called 82.278 acres and conveyed to Tom Blackwell Family Partners LP et al by deed recorded in Instrument #126410 of the said Official Records for the SW corner this tract.

THENCE with the West line of the said 254.813 acre tract and the West line of the said 85.000 acre tract and the East lines of Center Point Road and Farm to Market #1322 for the following Three (3) courses:

1) N 30 degrees 58 minutes 05 seconds W 1570.83 feet to a capped iron pin found (stamped "HINKLE SURVEYORS") in the PC of a curve.

2) With a curve turning to the left having a radius of 2907.19 feet and arc length of 210.56 feet and the chord of which bears N 28 degrees 42 minutes 34 seconds W 210.52 feet to a concrete monument found used for basis of bearing for the PT of the said curve.

3) N 30 degrees 58 minutes 00 seconds W 777.51 feet to a capped iron pin found (Stamped "HINKLE SURVEYORS") in the NW corner of the said 85.000 acre tract for the NW corner this tract and from which point a capped iron pin found (Stamped "HINKLE SURVEYORS") used for basis of bearing bears N 30 degrees 58 minutes 00 seconds W 5018.08 feet.

THENCE N 79 degrees 31 minutes 17 seconds E over and across the said 254.813 acre tract and with the North line of the said 85.000 acre tract 1579.86 to a capped iron pin found (Stamped "HINKLE SURVEYORS") in the East line of the said 254.813 acre tract and the NE corner of the said 85.000 acre tract and the apparent West line of a tract of land called 358.536 acres and conveyed to David Acevedo et al by deed recorded in Volume 209 Page 425 of the said Official Public Records for NE corner this tract.

THENCE S 29 degrees 09 minutes 39 seconds E with the East line of the said 254.813 acre tract and the East line of the said 85.000 acre tract and the apparent West line of the above mentioned 358.536 acre tract 2533.21 feet to a 3/4" iron pipe found in the SE corner of the said 254.813 acre tract and the SE corner of the said 85.000 acre tract and the apparent North line of the above mentioned 82.278 acre tract for the SE corner this tract.

THENCE S 79 degrees 31 minutes 17 seconds W with the South line of the said 254.813 acre tract and the South line of the said 85.000 acre tract and the apparent North line of the said 82.278 acre tract 1503.45 feet to the PLACE OF BEGINNING containing 85.000 acres of land or 3702600 sq ft of land more or less.

September 23, 2024

Via Electronic Mail

Steve Lewis
City Manager
308 W. San Antonio St.
Lockhart, TX 78644

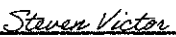
RE: Annexation Request for 85 acres of land in the John A. Neill Survey, Abstract No. 20, Caldwell County, Texas, as more particularly described in Exhibit "A" attached hereto (the "**Property**")

Dear Mr. Lewis:

As owner of the above-described Property (the "Owner"), we respectfully submit this request for full-purpose annexation of the Property into the corporate limits of the City of Lockhart, Texas, to allow development of the Property as a single family residential community. A Zoning Change Application for Residential Medium Density (RMD) zoning district is being filed simultaneously herewith.

If you have any questions about this request or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this request.

Sincerely,


Steven Victor (Sep 23, 2024 15:14 CDT)

Steven L. Victor
Blackjack Block II, LLC

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 17, 2024

AGENDA ITEM CAPTION: Discussion and/or action regarding construction agreement with Techline Construction, LLC for Project #5C as part of the City of Lockhart's five-year System Study and Capital Plan as prepared by the Lower Colorado River Authority (LCRA).

ORIGINATING DEPARTMENT AND CONTACT: Electric - Bobby Leos

ACTION REQUESTED: Agreement

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

Project #5C is a "System Rehabilitation" project and part of the LCRA's five-year system study that will replace single-strand copper conductor. These conductors have been shown to become brittle and break with age, causing outages. Project #5C will rebuild approximately 800 ft. of three-phase power line on circuit LK30, from Ash and Pecos, west to Comal, and then south on Comal to Pine St.

If approved, Project #5C will begin in the first quarter of 2025 with an estimated completion date of the second quarter of 2025. Techline cost for labor and travel is an estimated total of \$254,750 for the project.

Projects #5A and #5B were approved at the January 2, 2024 and March 19, 2024 Council meetings, respectively. Both projects are complete.

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:

COMMITTEE/BOARD/COMMISSION ACTION: N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Electric Superintendent recommends approval.

LIST OF SUPPORTING DOCUMENTS: Techline Construction - Project #5C Construction Agreement

ELECTRICAL DISTRIBUTION CONSTRUCTION AGREEMENT

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

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

1. This Agreement;
2. Exhibit A – LCRA Construction Drawings (complete title), LK30 Ash St upgrade;
3. Exhibit B – Contract No. 5045 Distribution Construction Services between the Lower Colorado River Authority and Techline Construction, LLC, dated October 1, 2018; and
4. Exhibit C – Proposal by Techline Construction, LLC to the City of Lockhart dated October 23, 2024, containing the estimate for the total cost of labor and equipment to complete the LK30 Ash St upgrade;

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

2. Scope. Contractor shall furnish all labor, construction equipment, transportation, subcontracting, and other required services, other than engineering services, to complete the work described in the Contract Documents, specifications, and Construction Drawings (the “**Work**”). Contractor agrees to perform the Work under the same terms and conditions and pricing contained in the Contract Documents. Contractor agrees, no hot work shall be performed without foreman on site. All orders and payments for the Work will be issued directly from Owner to Contractor, and Contractor will provide the services and associated invoices directly to Owner. Contractor shall not provide any additional items or services or bill for expenses incurred for Owner not specified by this Agreement unless Owner requests and approves in writing the additional costs for such services. Owner shall not be liable for any additional expenses of Contractor not specified by this Agreement unless Owner first approves such expenses in writing.

3. Compensation. Owner agrees to pay the Contractor in accordance with the prices listed in the proposal attached to the Contract Documents, estimated to be \$254,750.00 and not to exceed \$254,750.00, and in any change orders executed by the parties.

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

5. Independent Contractor. This Agreement shall not be construed to create a partnership, joint venture, nor other agency relationship between the parties, who are independent of one

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

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

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

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

Techline
Attn: President
9609 Beck Circle
Austin, TX 78758

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LOCKHART

TECHLINE CONSTRUCTION, LLC

Lew White, Mayor

Date:_____

Don Lawyer, President

Date:_____

Attest:

Julie Bowermon, City Secretary

Date:_____



9609 BECK CIRCLE
AUSTIN, TEXAS 78758
DON LAWYER (903) 603-6260

October 23, 2024

City of Lockhart
C/O Bobby Leos

RE: 5C

Dear Bobby,

Thank you for giving Techline Construction the opportunity to quote on the 5C Project . The estimated total will be \$254,750.00. This total includes Labor and travel.

Vance Thurmon
Superintendent
Techline Construction

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 17, 2024

AGENDA ITEM CAPTION: Discussion and/or action regarding engineering services agreement with M&S Engineering for Project #7 as part of the City of Lockhart's five-year System Study and Capital Plan as prepared by the Lower Colorado River Authority (LCRA).

ORIGINATING DEPARTMENT AND CONTACT: Electric - Bobby Leos

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: M&S Engineering is a multi-service utility engineering firm headquartered in Spring Branch, Texas with seven offices in Texas. M&S provides engineering services to several municipal owned utilities (MOU's) and electric cooperatives in Texas, among other clients. This includes the cities of San Marcos, New Braunfels, and previous City of Lockhart projects.

Project #7 is a "System Rehabilitation" project and part of the LCRA's five-year system study that will replace single-strand copper conductors. These conductors have been shown to become brittle and break with age, causing outages. Project #7 will rebuild approximately 6,000 ft. of three-phase power line on circuit LK20, along E Live Oak, Neches, San Saba, and Sabine streets.

M&S Engineering design services for Project #7 has an estimated cost of \$73,500, and not to exceed \$75,000.

If approved, the design for Project #7 will begin in the first quarter of 2025 with an estimated completion date of the third quarter of 2025. Once the project completes the design phase, staff will return to Council at a later date to review and approve the construction agreement to commence work on the project.

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:

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Electric Superintendent recommends approval.

LIST OF SUPPORTING DOCUMENTS: M&S Engineering - Project #7 Design Agreement



M&S ENGINEERING

CIVIL | ELECTRICAL | STRUCTURAL | MEP

477 FM 311 | PO BOX 970
SPRING BRANCH, TX 78070
830.228.5446 PH | 830.885.2170 FX
FIRM F-1394
WWW.MSENGR.COM

November 8, 2024

Steven Lewis
City Manager
City of Lockhart
308 W. San Antonio St.
Lockhart, TX 78644

Submitted electronically via email to Bob Leos bleos@lockhart-tx.org

Subject: PROJECT 7 – LK20 Cu REPLACEMENT – LIVE OAK – NECHES -SAN SABA – SABINE STREETS

Mr. Lewis,

We appreciate the opportunity to begin a relationship with the City of Lockhart with this new project. Below is the lump sum cost estimate to design and field stake the re- conductor of 6,000 (ft.) (linear footage) of #6 HARD DRAWN Copper (SINGLE STRAND) and TWO PHASE ("V") #6 HARD DRAWN SINGLE (THREE PHASE - #6 HARD DRAWN COPPER --overhead conductor to 3-Phase 1/0 ACSR AND #4 ACSR -- conductor. From the data you provided, we have a general understanding of the project needs. Subsequently, this estimate is based upon our previous experience with such projects and the knowledge we have of this specific project.

Project Definition

The scope of this project is to re- conductor of APPROX 6,000' (ft.) (linear footage) of #6 HARD DRAWN Copper (SINGLE STRAND) and TWO PHASE ("V") #6 HARD DRAWN SINGLE --(THREE PHASE - #6 HARD DRAWN COPPER overhead conductor to 3-Phase 1/0 ACSR AND #4 ACSR conductor. New air break switches will be installed – as recommended / approved by City of Lockhart Electric Dept.

Scope of Work

M&S Engineering will provide personnel and equipment to provide the detailed engineering required for this project. This work will generally include, but not be limited to:

Engineering & Design Activities

- Staking of the line to meet CITY OF LOCKHART ELECTRIC DEPT Specifications
- Design to include use of expanding foam to provide intermediate backfill for structural support on *** ALL NEW WOOD three phase poles.
- Design to include installation of lightning arrestors and ground wire according to CITY OF LOCKHART ELECTRIC DEPT Specifications.- using REA ELECTRIC SPECIFICATIONS.
- All required UTILITY EASEMENT NOTATIONS on project plan set will be coordinated with / approved by -- CITY OF LOCKHART ELECTRIC DEPT -- once approved will be noted on project plan set.
- Should existing rights of way not be clear of vegetation, identify on appropriate staking sheet(s) noting danger of the vegetation, even if hazard is outside of existing right of way.
- All REQUIRED Traffic Control SCOPE OF WORK – RESPONSIBILITY OF ELECTRIC CONTRACTOR.
- Edit each pole and show framing existing/removal.
- Provide sag charts.
- ALL REQUIRED ELECTRIC OUTAGES – coordinated with / approved by CITY OF LOCKHART ELECTRIC DEPT.—Before Outage is INITIATED.
- Any TRANSFER AND RELATED WORK pertaining to EXISTING COMMUNICATION INFRASTRUCTURE ON EXISTING to NEW UTILITY POLES – must be Coordinated / approved by CITY OF LOCKHART ELECTRIC DEPT.- before ANY is INITIATED.
- Ensure all equipment is 7200 kV. RATED.

- As per CITY OF LOCKHART ELECTRIC DEPT – All existing OVERHEAD TRANSFORMERS will be TRANSFERRED to NEW UTILITY POLE LOCATIONS.
- As per CITY OF LOCKHART ELECTRIC DEPT – ALL existing STREET LIGHT INFRASTRUCTURE (S/L ARMS, ILLIUMINATOR, ETC.) will be TRANSFERRED to NEW UTILITY POLE LOCATIONS.
- List of materials – to be created by TECHLINE CO.
- CITY OF LOCKHART ELECTRIC DEPT will provide the location of the proposed -- 3Ø AERIAL SWITCHGEAR EQUIPMENT – as required
- The Design Information on project plan set will be coordinated with/Approved by CITY OF LOCKHART ELECTRIC DEPT == before the project plan set is APPROVED/SEAL/SIGNED by M&S Engineering.
- All Existing / New Electric Infrastructure – will be GPS – and information provided to CITY OF LOCKHART ELECTRIC Dept.
- M&S Engineering will coordinate with CITY OF LOCKHART ELECTRIC DEPT – to submit the REQUIRED DOCUMENTS for RAILROAD PERMIT SUBMITTAL
- M&S ENGINEERING will NOT BE RESPONSIBLE for ANY (\$) PAYMENT TO RESPECTIVE RAILROAD ENTITY as per PERMIT REQUIREMENTS.
- The skillsets required for this type of work include:
 - Knowledge of CITY OF LOCKHART ELECTRIC Construction and joint use standards
 - Working knowledge of CITY OF LOCKHART ELECTRIC material standards
 - Knowledge of CITY OF LOCKHART ELECTRIC Safety Policies.
 - Knowledge of NESC and OSHA standards.
- Note and prioritize any remedy actions needed, such as:
 - Equipment and pole condition (ex: leaking transformer, broken cross arm brace, etc.)
 - Tree trimming is needed
 - Clearances over roads, highways, railroads, other utilities, etc.
 - Safety concerns
- *** SAFETY CONCERNS WILL BE REPORTED IMMEDIATELY TO CITY OF LOCKHART ELECTRIC – FOR ACTION
- M&S Engineering will not be responsible for any procurement of required Electric Infrastructure (Conductor, transformers, poles, pole hardware - etc.) that will be required in the Construction scope of work for this project.
- M&S Engineering will not be responsible for creating ANY BID PACKET DOCUMENTS in PROJECT SCOPE OF WORK.

Schedule

M&S Engineering currently has sufficient staff availability to begin this project within ten working days of acceptance and written notification from the City of Lockhart.

Coordination Requirements

M&S Engineering will coordinate closely with other stakeholders as needed throughout the course of this project. Included in this, M&S personnel will:

- Attend virtual meetings as required
- Attend 2 in-person (site visit) project meetings
- Respond to City of Lockhart questions or comments as required
- Assist City of Lockhart to respond to questions or issues from vendors, manufacturers, and subcontractors
- Coordinate with surveyors (as needed)

Pricing Estimate

Our lump sum cost for engineering design services for this work is **\$ 75,000.00**

The above cost estimate does not include any permitting fees. M&S assumed that any cost associated with obtaining permits would be directed to the City of Lockhart for processing.

This project is to be executed and billed in accordance with existing terms, conditions and rates as identified in the Engineering Services Contract Between the City of Lockhart and M&S Engineering, LLC.

Clarifications

This proposal was created for information purposes, in order to commit resources and personnel to the project. As such, a series of assumptions were made, and although M&S will do its best to stay in budget, we would like to point out the actual cost compared to this estimated budget may be affected by any of the following factors:

- Multiple modifications to the project by City of Lockhart staff
- Multiple or elaborate requirements outside of the defined scope of work

Assumptions:

- Existing easements to be provided by City of Lockhart as necessary

In the event these assumptions are proven false, M&S will keep City of Lockhart personnel and management informed of any cost over-runs as it becomes apparent.

Please note that while M&S and its sister companies can provide ground survey to verify or clarify any encroachments or impediments to the line, these services have not been included in this proposal. Should these services be required, it is recommended they be assigned to Sherwood Surveying & SUE.

We hope this estimate meets your current needs and look forward to further developing a more detailed scope and proposal as needed as your project develops. Please do not hesitate to call with any questions or comments.

Owner:	Engineer:
CITY OF LOCKHART	M&S Engineering LLC
(name of organization)	(name of organization)
By:	By:
(authorized individual's signature)	(authorized individual's signature)
Date:	Date:
(date signed)	(date signed)
Name: Steven Lewis	Name: Garrett Armke
(typed or printed)	(typed or printed)
Title: Lockhart City Manager	Title: Project Manager
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
308 W. San Antonio St.	6477 FM 311
Lockhart, Tx 78644	Spring Branch, TX 78070

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 17, 2024

AGENDA ITEM CAPTION: Discussion and consideration to accept the semi-annual report concerning the status of implementation of Chapter 31, "Impact Fees" of the Lockhart Code of Ordinances, and advise of the need to update the ordinance, land use assumptions, capital improvement plans, or impact fees.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: The report covers April-September 2024. New impact fee studies for water-wastewater and roads were adopted on May 2, 2023. As such, the most recent reporting period reflects a shift towards collecting at current impact fee rates as projects commenced under the previous impact fee rates are mostly complete. The vast majority of the fees were received from the 71 new houses permitted during the six-month reporting period, with the rest coming from commercial projects. This is lower activity than the previous two semi-annual periods, but the transition to collecting the new fees has resulted in strong collection of fees and the City now has a record balance for the four impact fee accounts (water, wastewater, and two roadway service areas).

PROJECT SCHEDULE (if applicable): The most recent Capital Improvement Plan (CIP) update was adopted May 2, 2023. An update of the CIP and impact fees will be required to start prior to the five-year anniversary of the current CIP.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): As a result of the ongoing collection of fees and the existing balances accruing interest, several of the projects in the water, wastewater, and roads Capital Improvement Plans can be funded at the 50 percent level outlined in their respective CIPs, with the other half of project costs to be contributed by project developers.

PREVIOUS COUNCIL ACTION: City Council last heard an update on the status of the CIP and impact fees at its July 2, 2024 meeting.

COMMITTEE/BOARD/COMMISSION ACTION: The Impact Fee Advisory Committee met on December 11, 2024 and recommended acceptance of the report with no further action at this time.

City of Lockhart, Texas

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STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends acceptance of the report and does not recommend updating the CIP or impact fees at this time.

LIST OF SUPPORTING DOCUMENTS: Fall 2024 signed committee report to CC, impact fee Exhibit A Fall 2024, Fall 2024 Exhibit B

IMPACT FEE REPORT

To Lockhart City Council – December 2024

PURPOSE

State law requires a continuing semi-annual role for the Impact Fee Advisory Committee in monitoring the progress of implementation of the impact fee ordinance, and in advising the City Council on needed revisions. More specifically, State law provides that the Committee:

- 1) Monitor and evaluate implementation of the capital improvement plans;
- 2) File semi-annual reports with respect to the progress of the capital improvements plans and report to City Council any perceived inequities in implementing the plans or imposing the impact fees; and,
- 3) Advise the City Council of the need to update or revise the land use assumptions, capital improvements plans (CIP's), and impact fees.

This is the 44th status report since the City's impact fee ordinance was originally adopted on January 15, 2002, and is for the period from April 1, 2024 through September 30, 2024. It is the fourth report since the update adopted on May 2, 2023. The six-month reporting dates align with the fiscal year quarters.

STATUS OF ACCOUNTS

Exhibit A shows revenue totaling \$1,669,643 during the period covered by this report. Fees collected during the six-month period were for 71 new houses (255 last period), and several commercial buildings. The only expenditures were periodic payments of invoices to the impact fee update consultants as they prepared the recent impact fee update. There was also a charge against the Service Area 1 road impact fees due to a successful appeal of the rate charged for an industrial project. The water, wastewater, and road impact fee account balances for the previous semi-annual report, as well as the current balances as of October 1, 2024, including accrued interest, are shown in the table.

The total estimated cost of all the projects in the capital improvement plans in effect during the six-month reporting period was \$120,118,135. However, the City Council adopted one-half that amount as the maximum to be collected by May 1, 2023, which is the end of the ten-year CIP period, so the maximum fees are based on an estimated cost of all three CIP's being \$60,059,068. The total of all impact fees spent on CIP projects so far since the April 4, 2017 update is \$774,729, which does not include payments to the impact fee update consultants. The total amount still to be spent is \$59,957,603. The total balance available remaining

collectively in the four impact fee accounts that can be used toward meeting that goal, is currently \$12,114,618.

TRENDS

The bar graph in **Exhibit B** illustrates the impact fee collection trends beginning with the first semi-annual report in July 2003. The trends reflect the state of the economy, as well as the availability of lots for residential development. Housing production and platting of new subdivisions have slightly decreased, with the total impact fee revenue in this six-month reporting period slightly lower than the previous reporting period, which was an all-time high. This period is the third highest revenue since the City began the semi-annual reports in 2003. It is important to build a healthy balance in all of the accounts because there is interest in development where the City does not currently have adequate infrastructure, but where many of the needed projects are already listed in the impact fee CIP's.

UPDATE

This report reflects the impact fee update completed and adopted in 2023, although a few of the fees received were for projects still building out under the old impact fees. In addition, The CIPs are intended to reflect the anticipated growth of the city, and the rapid population growth we are experiencing may require changes in the location and size of projects that are in the current CIPs, and/or may support adding new projects in future reviews of the city's CIP.

RECOMMENDATION

The Committee met on December 11, 2024, and unanimously voted to forward this semi-annual report to the City Council for the period ending on September 30, 2024, recommending that no further changes are necessary at this time.

Respectfully,



Philip Ruiz, Chair
Impact Fee Advisory Committee

EXHIBIT A

FALL 2024 IMPACT FEE ACCOUNT BALANCES¹

	<u>April 1, 2024</u>	+	Revenue ²	–	Expense ³	<u>October 1, 2024</u>
Water	3,722,682		534,855		29,815	4,227,721
Wastewater	3,328,745		653,113		61,708	3,920,150
Roads (Service Area 1)	2,160,076		386,443		168,575	2,377,944
Roads (Service Area 2)	1,493,570		95,232		0	1,588,803
TOTAL	\$10,705,073		\$1,669,643		\$260,098	\$12,114,618

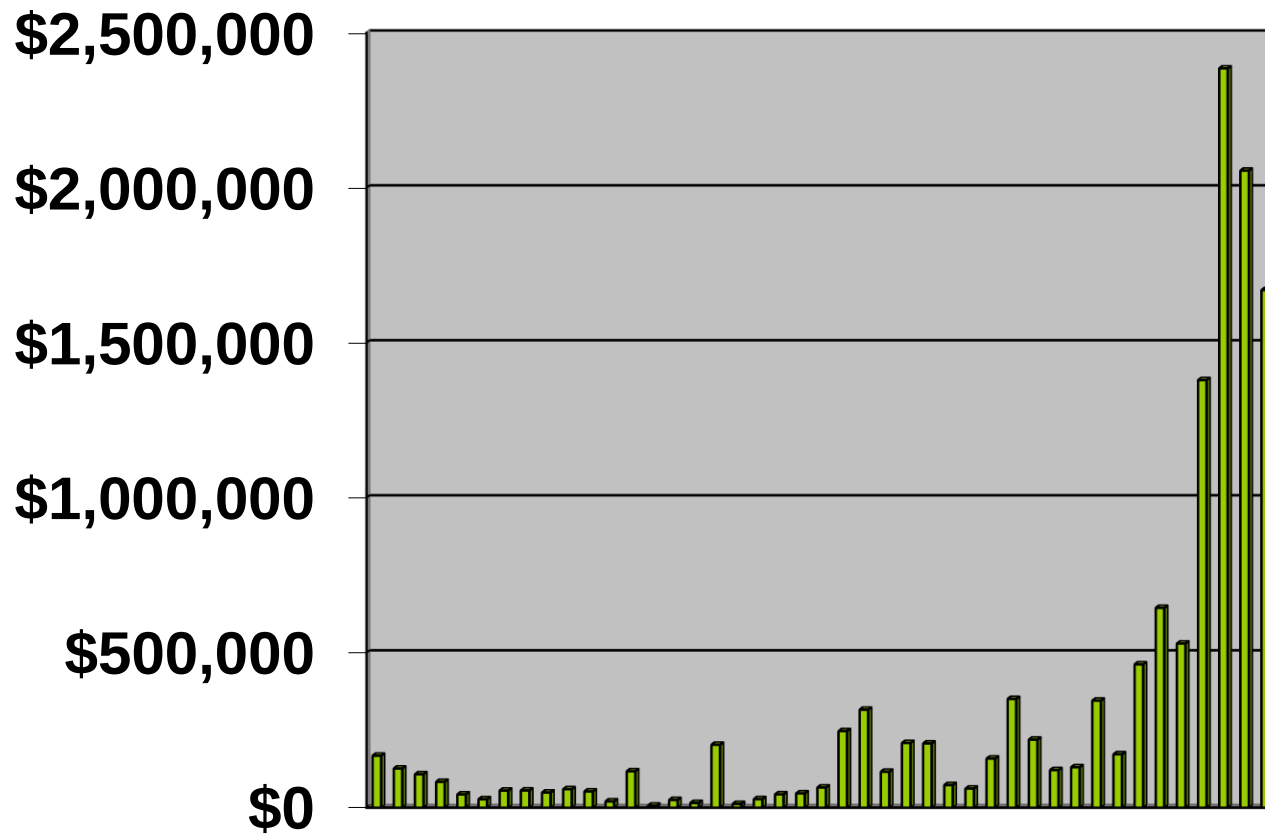
1. All amounts have been rounded to the nearest dollar.

2. Revenue amounts include accrued interest.

3. Expenses were due to invoices from impact fee update and water/wastewater master plan consultants.

One-half total CIP estimated cost (estimated 100% cost of all projects is \$120,118,135):	\$60,059,068
Total spent on projects since adoption of Ordinance 2023-09 on May 2, 2023:	\$117,739
Remaining amount of 1/2 estimated cost not yet spent:	\$59,941,329
Current balance on October 1, 2024:	\$12,114,618

EXHIBIT B
IMPACT FEE SEMI-ANNUAL REVENUE
July 2003 - October 2024



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 17, 2024

AGENDA ITEM CAPTION: Discussion and/or action regarding Resolution 2024-38 approving the City of Lockhart's participation in the Kroger settlement related to the statewide global opioid settlement.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Joseph Resendez, Brad Bullock

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The State of Texas reached a proposed settlement with Kroger, another company alleged to have contributed to the opioid crisis. The Texas Attorney General's Office is urging all municipalities and counties in the State to approve of this new settlement which will add funds to the overall pool of money available to municipalities and counties that have previously adopted the Texas Term Sheet. As part of this new settlement, the municipality must agree not to sue Kroger or drop any pending lawsuits of which Lockhart is not currently pursuing.

Previously, the State of Texas reached a proposed settlement with Endo/Par and Teva, other companies alleged to have contributed to the opioid crisis. On February 15, 2022, the City of Lockhart approved Resolution 2022-10 to execute the "Texas Subdivision and Special District Election and Release Forms" for settlement with Endo/Par and Teva.

Background

The State of Texas along with other states have reached a settlement with manufacturers of opioids that have contributed to the nationwide opioid crisis. Pursuant to the settlement agreement, individual municipalities and counties had to consider and adopt resolutions supporting the settlement before the municipality or county could receive any funds from the State of Texas via the settlement. The deadline for that approval was January 26, 2022. On October 19, 2021, the City of Lockhart approved a resolution 2021-17 adopting the Texas Term Sheet and approving the settlement participation forms.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Approve Resolution 2024-38 supporting the Kroger settlement and reaffirming our findings in Resolution 2021-17 previously approved.

LIST OF SUPPORTING DOCUMENTS: Resolution 2024-38, Exhibit A

RESOLUTION OF THE CITY OF LOCKHART, TEXAS

RESOLUTION NO. 2024-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM, FOR SETTLEMENT WITH KROGER AND ANY FUTURE RELEASE FORMS AS PART OF THE GLOBAL OPIOID SETTLEMENT LED BY THE TEXAS ATTORNEY GENERAL; AUTHORIZING SUBMISSION OF SETTLEMENT PARTICIPATION FORMS AND PROVIDING AN EFFECTIVE DATE.

BE IT REMEMBERED, at a regular meeting of the City Council of the City of Lockhart, Texas (the “City”), held on the 17th day of December, 2024, on motion made by Councilmember _____, and seconded by Councilmember _____, the following Resolution was adopted:

WHEREAS, the City of Lockhart obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (“Defendant”, or collectively, “Defendants”) have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct, and misconduct have resulted in significant financial costs to the City of Lockhart; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the “Texas Term Sheet”) approving the allocation of any and all opioid settlement funds within the State of Texas (“Global Opioid Settlement”); and

WHEREAS, on October 19, 2021, the City of Lockhart adopted Resolution No. 2021-17, adopting the Texas Term Sheet and approving the Mayor to execute those “Settlement Participation Forms” for settlements with Johnson and Johnson and opioid distributors provided by the Texas Attorney General’s office; and

WHEREAS, on February 15, 2022, the City of Lockhart adopted Resolution No. 2022-10, authorizing the Mayor to execute those certain “Texas Subdivision and Special District Election and Release Form[s]” adding entities Endo/Par and Teva as Defendants in the Global Opioid Settlement pursuant to the Texas Term Sheet, and releasing such entities from claims outside of the Global Opioid Settlement; and

WHEREAS, the City Council now intends to execute those certain “Texas Settlement Subdivision Participation and Release Form”, attached hereto as **Exhibit A**, adding entity Kroger as Defendant in the Global Opioid Settlement pursuant to the Texas Term Sheet, and releasing such entities from claims outside of the Global Opioid Settlement; and

WHEREAS, the City intends to authorize the Mayor to execute any further similar forms for the Global Opioid Settlement, with funds distributed according to the Texas Term Sheet.

NOW, THEREFORE, BE IT RESOLVED that we, the City Council of the City of Lockhart:

- 1. Re-affirm the findings and resolutions made in Resolution 2021-17, approving the Texas Term Sheet; and
- 2. Hereby authorize the Mayor to execute and submit, the Texas Settlement Subdivision Participation and Release Form, attached hereto as **Exhibit A**, and incorporated herein, for settlement with Kroger, as part of the Global Opioid Settlement conducted by the Texas Attorney General’s office, and pursuant to the previously approved Texas Term Sheet; and
- 3. Hereby authorize the Mayor to execute and submit any future related Global Opioid Settlement release forms for further Defendants, and subject to the Texas Term Sheet.

PASSED AND APPROVED on this the 17th day of December, 2024.

APPROVED:

CITY OF LOCKHART, TEXAS

ATTEST:

Lew White, Mayor

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Bradford E. Bullock, City Attorney

Exhibit A

TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM

Political Subdivision:	Texas
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Texas Political Subdivision”), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Kroger Texas Settlement Agreement and Full Release of All Claims dated October 30, 2024 (“Kroger Texas Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Kroger Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Texas Political Subdivision elects to participate in the Kroger Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Kroger’s counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Kroger Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Kroger Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the Kroger Texas Settlement solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Kroger Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Kroger Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Kroger Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Kroger Texas Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities in any forum whatsoever. The releases provided for in the Kroger Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Kroger Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Kroger Texas Settlement.
10. In connection with the releases provided for in the Kroger Texas Settlement, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Texas Political Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Kroger Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Kroger in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
12. Nothing herein is intended to modify in any way the terms of the Kroger Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Texas Settlement, the Kroger Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.

Signature: _____
Name: _____
Title: _____
Date: _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 17, 2024

AGENDA ITEM CAPTION: Discussion and/or action regarding confirmation of Civil Service Commission member reappointment of Ms. Worlanda Neal for a three (3) year term as recommended by the City Manager.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Ms. Neal has served on the commission for the past 18 years (six 3-year terms), and as the commission chairman since 2017. According to Civil Service regulations, she can be reappointed for additional terms (3 years long) if the appointment is confirmed by a two-thirds majority of the City Council. Ms. Neal has graciously agreed to continue serving on the commission. Both the City Manager and Civil Service Director concur that she has been, and will continue to be, an asset to the Civil Service Commission.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Both the City Manager and Civil Service Director respectfully recommend that Council confirm, by vote, the reappointment of Ms. Worlanda Neal.

LIST OF SUPPORTING DOCUMENTS: History - November 2, 2021 City Council minutes

HISTORY

REGULAR MEETING

LOCKHART CITY COUNCIL

NOVEMBER 2, 2021

6:30 P.M.

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

Council present:

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

Mayor Lew White
Councilmember Derrick David Bryant
Councilmember Kara McGregor
Councilmember Brad Westmoreland

Staff present:

Steven Lewis, City Manager
Monte Akers, City Attorney
Sean Kelley, Public Works Director
Dan Gibson, City Planner
Jeanne Pendergrass, Animal Shelter Manager

Connie Constancio, City Secretary
Victoria Maranan, Public Information Officer
Randy Jenkins, Fire Chief
Pam Larison, Finance Director
Mike Mendoza, Animal Shelter Officer

Citizens/Visitors Addressing the Council: Citizens: Suzy Falgout, Javier Barajas, David Mendoza, Jason Balser, Alan Balser and James Tiemann.

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 RESOLUTION 2021-18 REQUIRING APPROVAL BY THE CITY COUNCIL OF THE CITY OF LOCKHART FOR THE 2021 CERTIFIED PROPERTY TAX ROLL.

Ms. Larison stated that Section 26.09 of the Property Tax Code requires approval by the City Council of the City of Lockhart for the Certified Property Tax Roll, with the tax amount presented by the Caldwell County Appraisal District for the 2021 tax year. The 2021 Certified Property Tax Roll contains final amounts due totaling \$5,752,038.03 (\$956,833.88 for debt service). Ms. Larison recommended approval.

B. DISCUSS CONFIRMATION OF CIVIL SERVICE COMMISSION MEMBER REAPPOINTMENT OF MS. WORLANDA NEAL FOR A THREE (3) YEAR TERM AS RECOMMENDED BY THE CITY MANAGER.

Mr. Lewis stated that Ms. Neal has served on the commission for the past 15 years (five 3-year terms), and as the commission chairman since 2017. According to Civil Service regulations, she can be reappointed for additional terms (3 years long) if the appointment is confirmed by a two-thirds majority vote of the City Council. Ms. Neal has graciously agreed to continue serving on the commission. Both the City Manager and Civil Service Director concur that she has been, and will continue to be, an asset to the Civil Service Commission. Mr. Lewis recommended approval.

HISTORY

VOL 32 PG 225

Mayor White requested the applicant to address the Council.

Alan Balser, Dallas, Texas, stated that the property is proposed to consist of single-family homes and duplex dwellings. He requested approval.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 8:25 p.m.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2021-37, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 4. PUBLIC COMMENT.

Mayor White requested citizens to address the Council.

James Tiemann, Concho Street, suggested that the Council consider registering feral cat colonies that could assist the animal control officers with having knowledge of the colony in the event of complaints and to provide spay and neuter options of feral cats.

ITEM 5. CONSENT AGENDA.

Councilmember Michelson made a motion to approve consent agenda items 5A, 5B, 5C, and 5D. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

The following are the consent agenda items that were approved:

5A: Approve Resolution 2021-18 requiring approval by the City Council of the City of Lockhart for the 2021 Certified Property Tax Roll.

5B: Authorize confirmation of Civil Service Commission member reappointment of Ms. Worlanda Neal for a three (3) year term as recommended by the City Manager.

5C: Accept a \$20,000 cost-share reimbursement grant for Lockhart Fire Rescue to purchase Personal Protective Equipment (PPE). The grant is administered by the Texas A&M Forest Service.

5D: Approve opting out of the Public Utility Commission (PUC) Securitization Process under HB 4492.

ITEM 6-A. DISCUSSION AND/OR ACTION REGARDING AMENDMENT OF SECTION 10-5 OF THE CITY CODE OF ORDINANCES IN REGARD TO OWNERSHIP OF ANIMALS IMPOUNDED AT THE LOCKHART ANIMAL SHELTER AS OUTLINED IN ORDINANCE 2021-38.

Councilmember McGregor made a motion to approve Ordinance 2021-38, as presented. Councilmember Bryant seconded. The motion passed by a vote of 7-0.

ITEM 6-B. DISCUSSION AND/OR ACTION REGARDING AMENDMENT OF SECTION 10-19 OF THE CITY CODE OF ORDINANCES IN REGARD TO ANIMAL LIMITATIONS WITHIN THE CITY LIMITS OF LOCKHART AS OUTLINED IN ORDINANCE 2021-39.

Mayor Pro-Tem Sanchez made a motion to table the item and to direct staff to consider additional options in regard to animal limitations. Councilmember Mendoza seconded.

Councilmember McGregor requested that staff include options to require spay and neuter if an individual obtains a special permit for a larger number of animals.

VOTE: The motion passed by a vote of 7-0.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: December 17, 2024

AGENDA ITEM CAPTION: Discussion and/or action to consider a Councilmember appointment to the Community Action, Inc. of Central Texas Board of Directors.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: One third of the Community Action Board of Directors shall be elected public officials. The directors serve five-year terms, not to exceed a total of 10 years (or 2 terms). Councilmember Mendoza, who is currently appointed to the Community Action Board of Directors, has reached the ten-year limit of service. Community Action, Inc of Central Texas has invited the City of Lockhart to appoint a new representative to serve on the board.

The board typically meets on Thursdays 6 times per year in San Marcos. The meetings, on average, last approximately one and a half hours and are held in person. However, they do offer a virtual option through Zoom for those who cannot attend in person.

The board is scheduled to meet in 2025 as follows:

January 16, 2025

March 27, 2025

May 15, 2025

July 17, 2025

September 18, 2025

November 20, 2025

Community Action provides a variety of community services ranging from early childhood education, adult literacy programming, and health services, among other programs.

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: Discretion of the Council.

LIST OF SUPPORTING DOCUMENTS: New City of Lockhart Community Action Board

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Representative 2025, Community Action Board Appointment Form 2025, .



Community Action, Inc.
of Central Texas
— DEVELOPING OPPORTUNITIES —

December 2, 2024

Mayor Lew White
City of Lockhart
308 W. San Antonio St.
Lockhart, TX 78644

Dear Mayor White:

On behalf of Community Action, Inc. of Central Texas, I am writing to notify you and the City Council of the conclusion of Council Member Juan Mendoza's service on our Board of Directors. Per our bylaws, public officials may serve on our Board for a term of five consecutive years, but no longer than ten years. Council Member Mendoza has reached the ten-year limit of service.

It is with sincere gratitude that we honor and acknowledge Council Member Mendoza's exemplary contributions during his tenure. His faithful service, dedication to our mission, and consistent presence—rarely missing a meeting—have had a significant impact on our organization and the community we serve. His leadership and commitment to fostering opportunities for low-income residents will be greatly missed on our Board.

As his term concludes, I invite the City of Lockhart's leadership to appoint a new representative to join our Board of Directors. The next meeting of the Board is scheduled for Thursday, January 16, 2025. We welcome the City Council's timely consideration of this matter to ensure continued collaboration and representation from Lockhart.

Thank you for the City of Lockhart's ongoing partnership and support of Community Action, Inc. Our collaboration has been an invaluable asset to our shared mission of strengthening and enriching our community. We look forward to continuing our work together in the years ahead.

Please do not hesitate to contact me if you have any questions or if I can provide additional information regarding the appointment process.

With gratitude,

Doug Mudd
Executive Director
Community Action, Inc. of Central Texas
dmudd@communityaction.com



Community Action, Inc. of Central Texas

— DEVELOPING OPPORTUNITIES —

APPOINTMENT FORM- PUBLIC OFFICIAL REPRESENTATIVES FOR BOARD OF DIRECTORS

One third of Community Action Agency's Board of Directors shall be elected public officials, holding office on the date of selection or their representative. The term of office shall be 5 consecutive years but no longer than a total of ten as long as the public official remains in elected office.

PLEASE COMPLETE THE FOLLOWING SECTION:

Governing Body:

_____ County Commissioners Court
OR
_____ City Council
OR
_____ Other Governing Body

City, County, or Organization Being Represented

Name of Representative

Position

Address

City

Zip Code

Telephone

Fax Number

Email Address

Check One:

_____ Reappointment
_____ ☒ Filling Vacancy
_____ Changing Representative

I confirm our governing body appointed the above individual to serve as an elected official representative for the Board of Directors of Community Action, Inc. of Central Texas on

Date of Meeting

Signature of Elected Official

Date

"Helping Central Texans improve economic self-reliance through a wide range of services and community partnerships"



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:

