

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL
May 20, 2025
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. Receive an update from SH130 Concessions regarding traffic signal timing at the intersection of West San Antonio Street (SH142). **6-12**
- B. Discussion regarding authorizing Resolution 2025-14 designating the Lockhart Economic Development Corporation as the City's Liaison for the Music Friendly Texas Program, authorizing the Lockhart Economic Development Corporation to execute a Memorandum of Understanding between the Lockhart Economic Development Corporation and the Texas Music Office within the Office of the Governor for Maintenance of the Texas Music Industry Directory. **13-22**
- C. Discussion regarding authorizing Resolution 2025-15 directing publication of Notice of City's intent to issue Certificates of Obligation for certain capital projects and Resolution 2025-16 expressing official intent to reimburse certain expenditures incurred by the City related to these capital projects. **23-32**
- D. Discuss awarding a professional services contract to Halff Assoc. for architectural and engineering design services for an Aquatics Facility. **33-98**
- E. Discuss Resolution 2025-17: (1) determining that a public necessity exists for the acquisition of permanent utility easements located on approximately eight (8) separate tracts of real property which are required for the construction of the Lockhart Square Utility Project to relocate existing electric utility infrastructure; (2) authorizing the City Manager to make offers for the acquisition of easements required for said Project and to expend an aggregate amount not to exceed \$260,000.00 to acquire said easements; (3) establishing certain procedures for acquisition; and (4) authorizing the City Manager to execute any documents in connection therewith. **99-102**

- F. Discuss authorizing Resolution 2025-18 finding that five utility easements located on properties addressed as 215 S Commerce Street, 111 E Prairie Street, 110 E Market Street, 112 Market Street, 114 E Market Street, and 116 E Market Street, Lockhart, Caldwell County, Texas are necessary for the construction of the Lockhart Square Utility Project to relocate existing electric utility infrastructure and authorizing the use of eminent domain to condemn the easement interests pursuant to Government Code § 2206.053. 103-123
- G. Presentation from Police Chief regarding developing a city-wide neighborhood watch program. 124-187
- H. Discussion regarding Ordinance 2025-12 establishing a bilingual assignment pay for police officers and firefighters. 188-193
- I. Announcement of nomination of Curtis Hawkins to the Parks and Recreation Advisory Board by Councilmember Juan Mendoza for a term to expire in November 2025. 194-198
- J. Announcement of nomination of Justin Wells to the Lockhart Economic Development Corporation by Councilmember John Lairsen for a term to expire in November 2026. 199-203

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 on application ZC-25-01 a request by Craig Harris and discussion and/or action on Ordinance 2025-10 for a Zoning Change from RMD Residential Medium Density District to CHB Commercial Heavy Business District on 0.248 acres in the Byrd Lockhart Survey, Abstract No. 17, located at 729 South Colorado Street. 204-217
- B. Hold a PUBLIC HEARING on application ZC-25-02 and consider a request by David Samuelson on behalf of Mario Gutierrez with Gutierrez Ortega, LLC for and discussion and/or action on Ordinance 2025-11 for a Zoning Change from RMD Residential Medium Density District to CLB Commercial Light Business District on Lot 19, Block 1, Trinity Addition Revised, consisting of 0.197 acres, located at 820 Fifth Street. 218-231

5. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action authorizing Resolution 2025-14 designating the Lockhart Economic Development Corporation as the City's Liaison for the Music Friendly Texas Program, authorizing the Lockhart Economic Development Corporation to execute a Memorandum of Understanding between the Lockhart Economic Development Corporation and the Texas Music Office within the Office of the Governor for Maintenance of the Texas Music Industry Directory. **232-241**
- B. Discussion and/or action authorizing Resolution 2025-15 directing publication of Notice of City's intent to issue Certificates of Obligation for certain capital projects and Resolution 2025-16 expressing official intent to reimburse certain expenditures incurred by the City related to these capital projects. **242-251**
- C. Discussion and/or action to consider awarding a professional services contract to Halff Assoc. for architectural and engineering design services for an Aquatics Facility. **252-317**
- D. Discussion and/or action authorizing Resolution 2025-17: (1) determining that a public necessity exists for the acquisition of permanent utility easements located on approximately eight (8) separate tracts of real property which are required for the construction of the Lockhart Square Utility Project to relocate existing electric utility infrastructure; (2) authorizing the City Manager to make offers for the acquisition of easements required for said Project and to expend an aggregate amount not to exceed \$260,000.00 to acquire said easements; (3) establishing certain procedures for acquisition; and (4) authorizing the City Manager to execute any documents in connection therewith. **318-321**
- E. Discussion and/or action authorizing Resolution 2025-18 finding that five utility easements located on properties addressed as 215 S Commerce Street, 111 E Prairie Street, 110 E Market Street, 112 Market Street, 114 E Market Street, and 116 E Market Street, Lockhart, Caldwell County, Texas are necessary for the construction of the Lockhart Square Utility Project to relocate existing electric utility infrastructure and authorizing the use of eminent domain to condemn the easement interests pursuant to Government Code § 2206.053. **322-342**
- F. Discussion and/or action to consider Ordinance 2025-12 establishing a bilingual assignment pay for police officers and firefighters. **343-348**
- G. Announcement of nomination of Curtis Hawkins to the Parks and Recreation Advisory Board by Councilmember Juan Mendoza for a term to expire in November 2025. **349-353**
- H. Announcement of nomination of Justin Wells to the Lockhart Economic Development Corporation by Councilmember John Lairsen for a term to expire in November 2026. **354-358**

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

- Update on Airport Paving Project at Lockhart Municipal Airport.
- Update on Lockhart ISD's tentative plans for a second middle school.
- Update on interlocal agreement with Lockhart ISD for the new aquatic center.
- Special Council Workshop regarding the Visitor Center and tourism efforts scheduled for Thursday, May 22 at 6 p.m.
- Balcones Real Estate has begun building construction on the corner of Cahill and Dewitt St.
- Recap on Ziegenfelder's Grand Opening on May 15.
- City Pool to open for the season on Saturday, May 24.
- Summer Fan Program is now open to Lockhart residents.
- Household Hazardous Waste Collection event is scheduled for June 7 at City Park.
- City offices will be closed for Memorial Day on Monday, May 26.

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 and SECTION 551.071 – CONSULTATION WITH ATTORNEY TO DISCUSS LEGAL ISSUES RELATED THERETO.

- A. Discussion concerning Resolution 2025-17 related to the acquisition of permanent utility easement located on approximately eight (8) separate tracts of real property concerning the Lockhart Square Utility Project.
- B. Discussion concerning Resolution 2025-18 finding that five utility easements located on properties addressed as 215 S Commerce Street, 111 E Prairie Street, 110 E Market Street, 112 Market Street, 114 E Market Street, and 116 E Market Street, Lockhart, Caldwell County, Texas are necessary for the construction of the Lockhart Square Utility Project.

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. Discussion concerning Resolution 2025-15 authorizes proceeding with the issuance of Certificates of Obligation and further directing the publication of Notice of Intention to issue City of Lockhart, Texas combination tax and revenue certificates of obligation for certain capital projects.
10. **EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.074, PERSONNEL MATTERS, TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE.**
- A. Executive staff duties, projects, and transition.
11. **OPEN SESSION**
- A. Discussion and possible action concerning Resolution 2025-17 related to the acquisition of permanent utility easement located on approximately eight (8) separate tracts of real property concerning the Lockhart Square Utility Project.
- B. Discussion and possible action concerning Resolution 2025-18 finding that five utility easements located on properties addressed as 215 S Commerce Street, 111 E Prairie Street, 110 E Market Street, 112 Market Street, 114 E Market Street, and 116 E Market Street, Lockhart, Caldwell County, Texas are necessary for the construction of the Lockhart Square Utility Project.
- C. Discussion and possible action concerning Resolution 2025-15 authorizes proceeding with the issuance of Certificates of Obligation and further directing the publication of Notice of Intention to issue City of Lockhart, Texas combination tax and revenue certificates of obligation for certain capital projects.
- D. Discussion and/or action regarding executive staff duties, projects, and transition.
12. **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 May 16, 2025 at 5:00 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 20, 2025

AGENDA ITEM CAPTION: Receive an update from SH130 Concessions regarding traffic signal timing at the intersection of West San Antonio Street (SH142).

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On January 7, 2025, SH130 Concessions presented information to City Council regarding the congestion at the intersection of SH130 and SH142 and covered the following topics.

- Signal Warrant Analysis that triggered the signal activation
- The current Signal Timing Plan
- Min/Max Time Matrix
- Crash Statistics

SH130 recently conducted an engineering study of the intersection. Tonight's presentation will cover the recommended changes to alleviate congestion during peak times at the intersection and the timing of the scheduled traffic signal modifications.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Receive comments.

LIST OF SUPPORTING DOCUMENTS: Jan. 7, 2025- Council Presentation SH130/SH142 Traffic Signal



SH 130 Frontage and SH 142 Intersection Signals

January 2025



STATE HIGHWAY 130

Background

SH 130 Concession Company operates and maintains the 41-mile southern section of the SH 130 toll road, as well as the frontage road including US 183 between Mustang Ridge and Lockhart. The Company annually conducts signal warrant analyses at intersections along the facility.

SH 130 Frontage and SH 142 Signals

- The signal warrant analysis in 2022 demonstrated that both intersections satisfied 1 or more warrants. TxDOT approved the activation in early 2023.
- The signals switched from flashing to standard operation in August 2023.
- Broad support for activation among elected officials, businesses and LISD staff

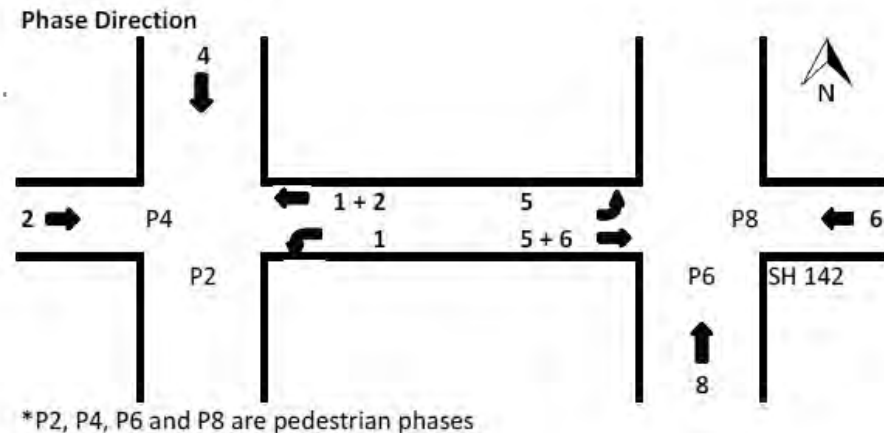


Signal Timing

- The traffic signals operate according to a combination of timing schedule and vehicle detection.
- The phases serving the various movements through the intersection are allotted green time according to the expected volumes. The allotted times include an extension of green time when vehicle detection indicates the need.

Signal Timing Phase Data

Phase	1	2	3	4	5	6	7	8
Minimum Green	10	15		7	10	15		7
Maximum 1	10	65		30	20	65		30
Maximum 2								
Extension	2	3		3	2	3		3
Yellow change	5	5		5	5	5		5
Red clearance	2.5	2		2	2.5	2		2.5
Walk		7		7		7		7
Pedestrian Clear		18		23		18		20
Max Rcl								
Dual Entry								



Impact and Adjustments Since Activation

- Post-activation, SH 130 has conferred with engineering consultants and TxDOT to adjust the intersection timing on several occasions, most recently May 2024.
- Delays on EB and WB SH 142 are occasionally observed during peak travel periods in the mornings and afternoons, typically lasting 30-45 minutes.
- Closures and crashes on other area roadways – including I-35 – can increase traffic volumes through SH 142 as drivers reroute through the area
- Crashes at the intersections have decreased since activation

SH 142 & SH 130 Intersection Crashes

Year	Intersection Crashes
2019	4
2020	8
2021	5
2022	8
2023	7
2023	1
2024	3

**Activation in
Aug. '23**

Data from TxDOT Crash Records Information System

Observations

- The SH 142 intersections are under CCTV surveillance. They are monitored by the company's Traffic Management Center, which is staffed 24/7.
- Two issues frequently observed are:
 - 1) **Heavily-loaded trucks being slow to accelerate.** If they are beyond the detection zone, the signal stops extending the green time and the max green time is not made available.
 - 2) **Inattentive drivers** failing to respond to the green signal. In the worst case, this can have the same result of shortening the green time due to no detection.

Drivers looking at cell phones or other items in their car is regularly observed, causing noticeable gaps between vehicles passing through the intersection.



April 3, 2024 – 3:25 pm – “All vehicles in que cleared during cycle”



Dec. 20, 2024 – 5:35 pm – “Traffic flowing well overall. But once as low as 10 vehicles through intersection because of semis going through slow”

SH 130 Frontage and SH 142 Intersection Signals

January 2025



STATE HIGHWAY 130

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 20, 2025

AGENDA ITEM CAPTION: Discussion regarding authorizing Resolution 2025-14 designating the Lockhart Economic Development Corporation as the City's Liaison for the Music Friendly Texas Program, authorizing the Lockhart Economic Development Corporation to execute a Memorandum of Understanding between the Lockhart Economic Development Corporation and the Texas Music Office within the Office of the Governor for Maintenance of the Texas Music Industry Directory.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: On December 20, 2024, The City of Lockhart was designated a "Music Friendly City" by the Texas Office of the Governor (OOG). Due to a backlog at the Texas OOG, the Memorandum of Understanding (MOU) for the certification has just now become available for approval. The proposed action presented to Lockhart City Council authorizes the Lockhart Economic Development Corporation to serve as liaison and maintain the local music industry database. A press release and certification presentation to Mayor White occurred January 3, 2025. Both State Senator Zaffirini and State House Representative Gerdes lauded the effort for fostering a vibrant music community and ongoing dedication to supporting local musical talent.

The Music Friendly Texas program, the first in the nation since introduced by Texas Music Office in 2016, seeks to foster music business-related economic development and job creation in Texas cities and communities.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: None

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of Resolution 2025-14

LIST OF SUPPORTING DOCUMENTS: Resolution 2025-14- Texas Music Office MOU, Lockhart MOU, Governor Abbott Announces Lockhart Designated Music Friendly Texas Certified Community

RESOLUTION NO. 2025-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS DESIGNATING THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION AS THE CITY'S LIAISON FOR THE MUSIC FRIENDLY TEXAS PROGRAM; AUTHORIZING THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION AND THE TEXAS MUSIC OFFICE WITHIN THE OFFICE OF THE GOVERNOR FOR MAINTENANCE OF THE TEXAS MUSIC INDUSTRY DIRECTORY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, December 20, 2024, the Texas Music Office (TMO) within the Office of the Governor (OOG), announced the City of Lockhart (City) was designated as a Music Friendly Texas Certified Community after completing a multi-step certification process;

WHEREAS, the certification as a "Music Friendly Community" allows the City to participate in the Texas Music's Program to foster music industry development; and

WHEREAS, the City is required to designate a liaison between the City and TMO and enter into a Memorandum of Understanding with the Texas Music Office within the Office of the Governor for Maintenance of the Texas Music Industry Directory (the "MOU"); and

WHEREAS, the City designates the Lockhart Economic Development Corporation as its liaison with the TMO; and

WHEREAS, the City Council finds that the MOU is in the best interest of the City and for a valid public purpose.

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

Section 1. The recitals and findings set forth above are true and correct and are incorporated in the body of this Resolution as if fully set forth herein.

Section 2. The City Council designates Lockhart Economic Development Corporation (LEDC) as the City's liaison with the Texas Music Office and authorizes the LEDC's President, or his designee, to execute any documents necessary to facilitate the City's participation in the Music Friendly Community Program, including the MOU.

Section 3. The City Council hereby finds, determines, and declares that the meeting at which this Resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

Section 4. This Resolution shall be effective from and after its passage as provided by law.

PASSED and APPROVED this 20th day of May, 2025.

City of Lockhart, Texas

Lew White, Mayor

Attest:

Approved as to form:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TEXAS MUSIC OFFICE WITHIN THE OFFICE OF THE GOVERNOR
AND THE
LOCKHART ECONOMIC DEVELOPMENT CORPORATION
FOR MAINTENANCE OF THE TEXAS MUSIC INDUSTRY DIRECTORY**

This Memorandum of Understanding (“MOU”) for ongoing maintenance of the Lockhart dataset of the Texas Music Directory is entered into by and between the Texas Music Office within the Office of the Governor (“OOG”) and the Lockhart Economic Development Corporation (“LEDC”). The OOG and LEDC shall be referred to collectively as the “Parties.”

I. PURPOSE

The purpose of the MOU is to document the responsibilities of the Parties for export and maintenance of the Lockhart dataset within the Texas Music Industry Directory (the “Directory”). The Directory consists of listings of recording studios, music venues, booking agents, producers, musicians, and other music businesses and is published on the State-owned and managed website, TexasMusicOffice.com. The Directory will be matched and updated from the correlating LEDC-owned dataset of Lockhart-area music businesses with the (512) and (737) area codes.

This MOU encourages mutual cooperation of the Parties to maintain the accuracy of the information within the Lockhart dataset to help the OOG meet its legislative mandate of promoting the development of the music industry in Texas by informing members of that industry and the public about the resources available in the state for music production. Additional information on the websites, dataset format, and the primary contacts assigned to maintain those datasets are described in this MOU. In addition, this MOU permits the LEDC to use information exported from the Directory to create and maintain an Lockhart Music Industry dataset to promote the development of the Lockhart music industry.

The Parties, in consideration of the mutual covenants and agreements to be performed as set forth in this MOU, agree as follows:

II. TERM

Upon execution by the Parties, this MOU shall commence effective upon the signature of the last Party to sign this MOU (“Effective Date”) and shall remain in effect for a period of one year, unless extended by option of the Parties or terminated earlier pursuant to the terms of this MOU. This MOU may be extended by agreement of the Parties in any increment of months, for up to thirty-six (36) months.

III. SCOPE

The Lockhart dataset will be exchanged between the Parties twice a year. Both Parties shall have the ability to receive updated dataset information from the other Party. Maintenance includes the exporting, updating and monitoring of the Lockhart dataset of the Directory. The Parties will cooperate in good faith at all times to comply with all applicable laws. The Parties shall cooperate when developing priorities and

performing maintenance activities with respect to the Lockhart dataset and will share information to create a more accurate Texas Music Industry Directory for the mutual benefit of both Parties.

The Parties shall identify primary contacts for all ongoing correspondence and communication related to this MOU. Requests for the twice-a-year export of the dataset and questions about information within the dataset will be managed by these contacts.

The Parties acknowledge that the directory is a priority and agree to dedicate staff time as necessary to perform the tasks required to ensure proper maintenance of the Lockhart dataset of the Directory.

IV. MANAGING PARTIES

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

Holly Malish
Director of Economic Development
Lockhart Economic Development Corporation
215 East Market Street
Lockhart, Texas 78644
(512) 668-4766
hmalish@lockhart-tx.org

TEXAS MUSIC OFFICE WITHIN THE OFFICE OF THE GOVERNOR

Chip Adams
Division Director
Texas Music Office
1100 San Jacinto Boulevard
Austin, Texas 78701
(512) 463-8335
chip.adams@gov.texas.gov

V. OOG RESPONSIBILITIES

The OOG shall undertake the following activities during the term of the MOU term:

1. Export the current Lockhart Music Industry dataset twice annually during the months of January and July as an Excel spreadsheet or tab-delimited file. The dataset includes and is limited to: business name, business sort code (how the business is sorted alphabetically), business address, business phone number, contact name & contact job title, business email address, business website URL, genre businesses work within, business category, year business was established, and a business description. The OOG contact will then email an Excel spreadsheet and/or tab-delimited file of the export to the LEDC so that the LEDC may create a Lockhart Music Industry dataset to be published on the LEDC's website, and so that the LEDC may research the accuracy of the dataset.
2. Ensure that the LEDC is kept aware of any website changes that may affect the Lockhart database.
3. Establish and maintain communication with businesses in the Texas Music Industry Directory to assist in the updating of the current listings as necessary.

VI. LEDC RESPONSIBILITIES

The LEDC shall undertake the following activities during the term of the MOU term:

1. Assist the OOG in maintaining the Lockhart Music Industry dataset, located at: <https://gov.texas.gov/apps/music/directory/results/all/p1/city/lockhart>
2. Review and update where possible all exported entries within the Lockhart Music Industry dataset.

3. Update and export the Lockhart dataset twice annually during the months of January and July, to be sent to the OOG for update of the online Directory within 3 months of receiving the exported dataset from the OOG.
4. Promote public awareness of the Lockhart Music Industry dataset and encourage utilization by industry members.

VII. TEXAS PUBLIC INFORMATION ACT

The exchange of information by the Parties is not a release of information to the general public, but rather a transfer of records for an official purpose. Notwithstanding any provisions of this MOU, the Parties acknowledge that they are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"), and that this MOU and any information created or exchanged in connection with this MOU is subject to the PIA. The Parties agree to notify each other in writing within a reasonable time from receipt of a request for information covering the subject matter of this MOU. The OOG, in consultation with the LEDC, will make a determination whether to submit a request received by the OOG for a ruling under the PIA to the Attorney General.

VIII. AMENDMENT

This MOU may be amended only upon written agreement signed by the Parties.

IX. TERMINATION

The Parties understand that participation in this MOU is voluntary and may be terminated by either Party by giving thirty (30) days' written notice to the other Party of its intention to terminate. Within a reasonable time prior to the final termination of this MOU, the Parties will cooperate with each other to ensure that each Party receives the most current Lockhart Music Industry dataset.

X. COSTS

Each Party will bear its own costs in performing its obligations under this MOU.

SIGNATORIES. IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date stated above.

**LOCKHART ECONOMIC DEVELOPMENT
CORPORATION**

**TEXAS MUSIC OFFICE,
OFFICE OF THE GOVERNOR**

STEVEN LEWIS, PRESIDENT

CHIEF OF STAFF OR DESIGNEE

DATE

DATE

Oficina del Gobernador de Texas | Greg Abbott

[Inicio](#)[Gobernador Abbott](#)[Primera Dama](#)[Iniciativas](#)[Noticias](#)[Organización](#)[Inicio](#) [Noticias](#) Governor Abbott Announces Lockhart Designated Music Friendly Texas Certified Community

Governor Abbott Announces Lockhart Designated Music Friendly Texas Certified Community

December 20, 2024 | Austin, Texas | [Press Release](#)

Governor Greg Abbott today announced that the City of Lockhart has been designated by the Texas Music Office (TMO) as a Music Friendly Texas Certified Community after completing the multi-step certification process. The Music Friendly Texas program, the first in the nation since introduced by TMO in 2016, seeks to foster music business-related economic development and job creation in Texas cities and communities.

“Congratulations to the City of Lockhart on earning the Music Friendly Texas Certified Community designation,” said Governor Abbott. “Music is key to the Texas brand and is deeply rooted in the cultural traditions of our great state. Music Friendly Texas Communities work tirelessly to attract and develop the local music industry to boost local job creation and economic growth. In fact, with support from the Texas Music Office, the Texas music industry accounts for more than 192,000 direct and indirect permanent jobs and generates more than \$26 billion in annual economic activity statewide. Together, we will continue to work alongside communities in every region of our state to build a bigger, better Texas.”

“Congratulations to the City of Lockhart for being named a Music Friendly Texas Certified Community,” said Senator Judith Zaffirini. “This prestigious designation highlights the city’s commitment to fostering music business-related economic

development. Lockhart now is officially recognized for its vibrant music scene and ongoing dedication to supporting local musical talent. This achievement not only strengthens our cultural identity, but also sets the stage for more opportunities for growth. We enthusiastically salute the music, the community, and the exciting journey ahead for Lockhart.”

“This Music Friendly Texas Community designation not only highlights Lockhart’s dedication to supporting local musicians and businesses, but also strengthens its reputation as a premier destination for live music and tourism,” said Representative Stan Gerdes. “I’m proud to celebrate this milestone with the community and look forward to the continued growth and opportunities it will bring.”

“From hosting live music events on the historic Lockhart Square to the variety of venues here in town with live artists, it’s clear that Lockhart is a place where music is valued,” said Lockhart Mayor Lew White. “It only makes sense for Lockhart to seek the Music Friendly Texas Community designation. We want to make sure to support the musicians and artists who make Lockhart special and unite our community. This designation has been proven to boost local economies by supporting small businesses, creating jobs, and attracting tourism. We look forward to seeing Lockhart thrive in a variety of ways through this designation.”

“It’s great to have Lockhart be recognized for bringing live music to town,” said The Pearl owner Ronda Reagan. “I opened The Pearl 9 years ago in January and started bringing artists to my stage immediately. Live music has grown with the addition of more businesses in our downtown historic district supporting it. With this designation making it official, Lockhart will be a star on the map as a Music Friendly Texas Community—a live music destination that will certainly attract more music lovers and musicians.”

“This is a truly an exciting milestone for Lockhart, a city celebrated for its rich culture, legendary barbecue, and a growing, authentic music scene,” said Troubadour Image + Sound owner Steven Collins. “Becoming a Music Friendly Texas Certified Community cements Lockhart as a hub for musicians and music lovers, creating opportunities for local talent to thrive and highlighting the unique contributions Lockhart brings to Texas music.”

The Music Friendly Texas Community Certification Ceremony cohosted by TMO, the Lockhart Economic Development Corporation, Lockhart Chamber of Commerce, Lockhart Downtown Business Association, and Greater Caldwell County Hispanic

Chamber of Commerce will be held on January 3 during Lockhart’s First Friday event and will include city officials and community leaders. TMO Community Relations and Outreach Specialist Gini Mascorro will present the designation.

Lockhart Music Friendly Texas Community Certification Ceremony

Friday, January 3 at 5:00 PM

Downtown Lockhart – January First Friday

107 North Main Street

Lockhart, Texas 78644

Inquiries may be directed to Holly Malish, Director of Economic Development, Lockhart Economic Development Corporation, 512-668-4766, hmalish@lockhart-tx.org (<mailto:hmalish@lockhart-tx.org>).

Lockhart becomes the 72nd Music Friendly Texas Certified Community. Learn more about the Music Friendly Texas program: gov.texas.gov/music/page/music-friendly-communities

The Texas Music Office in the Governor’s Economic Development & Tourism Office is the first and longest-running state music office in the nation. Since 1990, TMO has fostered the economic development of Texas music businesses, Texas musicians, and Texas communities. Since 2016, TMO has operated the first and only statewide Music Friendly Community Program in the nation, with an extensive network of more than 65 certified Music Friendly Texas community partners across the state. The TMO also serves as a clearinghouse for Texas music industry information, acts as a liaison between music businesses and government offices, publicizes significant industry developments, and attracts essential music industry to the Lone Star State. A vibrant Texas music industry supports local job creation while drawing visitors from around the globe, attracting a talented workforce across industries, and supporting business recruitment and expansion efforts throughout the state.

**Oficina del Gobernador de
Texas**

P.O. Box 12428
Austin Texas 78711
(512) 463-2000

- | | |
|---------------------|------------------------------|
| Empleo | Dónde va el dinero |
| Accesibilidad | Búsqueda TRAIL |
| Políticas del sitio | Portal de Veteranos de Texas |
| Reportar Fraude | Texas.gov |
| Mapa del sitio | RSS Feed |



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 20, 2025

AGENDA ITEM CAPTION: Discussion regarding authorizing Resolution 2025-15 directing publication of Notice of City's intent to issue Certificates of Obligation for certain capital projects and Resolution 2025-16 expressing official intent to reimburse certain expenditures incurred by the City related to these capital projects.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Resolution 2025-15 authorizes proceeding with the issuance of Certificates of Obligation and further directing the publication of Notice of Intention to issue City of Lockhart, Texas combination tax and revenue certificates of obligation for certain capital projects. The issuance amount of \$20,000,000 in the resolution is an amount not to exceed. Council may authorize an issuance amount less than the \$20,000,000, depending on the scope of capital projects funded by the issuance. The proposed projects to be funded by this issuance include the following:

- design and construction of the new aquatics facility;
- acquisition and renovation of an indoor recreation center;
- upgrades to the existing city hall;
- land acquisition for future police and/or fire facilities; and
- other improvements to existing City parks.

The final issuance amount would also include the costs of professional services, including engineering fees, in connection to these projects and the costs of issuing the certificates of obligation.

Resolution 2025-16 expresses official intent to reimburse the City for certain expenditures. As discussed at the March 18, 2025 city council meeting, the issuance of the Certificate of Obligation (CO) will reimburse the General Fund for the acquisition of the property located at 120 W. MLK Industrial Boulevard for future use as an indoor recreation center.

If both resolutions are approved, the City's Bond Counsel and Financial Advisor will proceed with publication of the required notices and begin preparation of the offering documents for the CO's. Tentatively, the Financial Advisor would price the CO's through competitive sale and present the the recommended underwriter(s) to Council for award at the July 15, 2025 Council meeting. Closing and proceeds received would occur in August 2025.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Resolution 2025-15, Resolution 2025-16

RESOLUTION NO. 2025-15

RESOLUTION AUTHORIZING PROCEEDING WITH ISSUANCE OF CERTIFICATES OF OBLIGATION AND FURTHER DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF LOCKHART, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION FOR CERTAIN PROJECTS FOR IMPROVING, CONSTRUCTING, EQUIPPING, ACQUIRING, OR DESIGNING THE CITY'S: PARKS AND RECREATION FACILITIES, PUBLIC SAFETY FACILITIES, EXISTING ADMINISTRATION BUILDING, AND THE PAYMENT OF PROFESSIONAL SERVICES IN CONNECTION THEREWITH INCLUDING FISCAL AND ENGINEERING FEES AND THE COSTS OF ISSUING THE CERTIFICATES OF OBLIGATION RELATED THERETO IN AN AMOUNT NOT TO EXCEED \$20,000,000.

WHEREAS, this City Council deems it advisable to give notice of intention to issue certificates of obligation of the City of Lockhart, Texas (the "City"), as hereinafter provided; and

WHEREAS, prior to the issuance of the Certificates, the City Council is required pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 et seq., Local Government Code, as amended (the "Act"), to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City and continuously on the City's website, the notice stating: (i) the time and place tentatively set for the passage of the ordinance authorizing the issuance of the Certificates, (ii) the purpose of the Certificates to be authorized; and (iii) the manner in which the Certificates will be paid; (iv) the then-current principal of all outstanding debt obligations of the issuer; (v) the then-current combined principal and interest required to pay all outstanding debt obligations of the issuer on time and in full; (vi) the maximum principal amount of the certificates to be authorized; (vii) the estimated combined principal and interest required to pay the certificates to be authorized on time and in full; (viii) the estimated interest rate for the certificates to be authorized or that the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (ix) the maximum maturity date of the certificates to be authorized.

WHEREAS, it is officially found and determined that the meeting at which this resolution has been considered and acted upon was open to the public and public notice of the time, place and subject of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended; Now, Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART:

Section 1. Form of Notice. Attached hereto is a form of "Notice of Intention to Issue Certificates of Obligation" the form and substance of which is hereby adopted and approved.

Section 2. Publication of Notice. Said Notice shall be published, in substantially the form attached hereto, in a newspaper, as defined in Texas Government Code Ann. §2051.044, of general circulation in the area of said City, once a week for two consecutive weeks, the date of the first publication thereof to be at least 46 days before the date tentatively set for passage of the ordinance authorizing the issuance of the Certificates.

Section 3. City Website Posting of Notice. Further, said notice shall be continuously published in substantially the form attached hereto on the City's website for at least 45 days before the date tentatively set for passage of the ordinance authorizing the issuance of the Certificates.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption. The Mayor and City Clerk are hereby authorized and directed to execute this Resolution on behalf of the City and to do any and all things proper and necessary to carry out the intent of this Resolution.

Section 5. Attorney General Fee. The City Council hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each series of obligations being issued or (ii) \$9,500 for each series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the debt.

[Execution Page Follows]

PASSED, APPROVED AND EFFECTIVE this May 20, 2025.

Mayor, City of Lockhart, Texas

ATTEST:

City Secretary, City of Lockhart, Texas

[CITY SEAL]

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Lockhart, Texas (the "City"), at its meeting to commence at 6:30 P.M. on May 20, 2025 (the "meeting"), at its regular meeting place in the Clark Library Annex-Council Chambers, 217 South Main Street, 3rd Floor, Lockhart, Texas, tentatively proposes to authorize the issuance of one or more series of interest bearing certificates of obligation for certain projects for improving, constructing, equipping, acquiring, or designing the City's: (1) parks and recreation facilities, to include an aquatics center and recreation center; (2) public safety facilities, including the acquisition of land for police and fire facilities; (3) existing administration building; and (4) the payment of professional services in connection therewith including fiscal and engineering fees and the costs of issuing the certificates of obligation related thereto in an amount not to exceed \$20,000,000. The City presently proposes to provide for the payment of the certificates of obligation by the levy of ad valorem taxes, within the limits prescribed by law. The certificates of obligation will be additionally payable from a limited pledge of surplus revenues of the City's water and wastewater system not to exceed \$1,000.

The following information is required pursuant to Texas Local Government Code, Section 271.049(b)(4): As of May 20, 2025, principal of all outstanding debt obligations, including debt obligations in the process of issuance, of the City is \$17,845,000. As of May 20, 2025, combined principal and interest required to pay all outstanding debt obligations, including debt obligations in the process of issuance, of the City on time and in full is \$20,608,555.25. The maximum principal amount of the Certificates to be authorized is \$20,000,000. The estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is \$39,636,083.33. The maximum interest rate for the Certificates may not exceed the maximum legal interest rate. The maximum maturity date of the Certificates to be authorized is August 1, 2055.

Lew White
Mayor, City of Lockhart, Texas

RESOLUTION NO. 2025-16

**RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE
CERTAIN EXPENDITURES OF THE CITY OF LOCKHART, TEXAS**

WHEREAS, the City Council of the City of Lockhart, Texas (the "Issuer") expects to pay expenditures in connection with the projects described on Exhibit A attached hereto (the "Project") prior to the issuance of obligations to finance the Project;

WHEREAS, the Issuer finds, considers and declares that the reimbursement of the Issuer for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The Issuer reasonably expects to incur debt, as one or more separate series of various types of obligations, with an aggregate maximum principal amount not to exceed \$20,000,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the Issuer in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 20TH DAY OF MAY, 2025.

Mayor

EXHIBIT A

To pay costs related to improving, constructing, equipping, acquiring, or designing the City's: (1) parks and recreation facilities, to include an aquatics center and recreation center; (2) public safety facilities, including the acquisition of land for police and fire facilities; and (3) existing administration building.

CERTIFICATE FOR RESOLUTION

I, the undersigned City Secretary of the City of Lockhart, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Session on May 20, 2025, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Lew White, Mayor
Angie Gonzales-Sanchez, Mayor Pro-Tem
Brad Westmoreland, Councilmember At Large
Juan Mendoza, District 1 Councilmember
John Castillo, District 2 Councilmember
John Lairsen, District 3 Councilmember
Jeffry Michelson, District 4 Councilmember

and all of said persons were present, except for the following: _____; thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Resolution entitled

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES OF THE CITY OF LOCKHART, TEXAS

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true, full and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting officers and members of said City Council as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Tex. Gov't Code Ann., ch. 551.

SIGNED AND SEALED this May 20, 2025.

City Secretary, City of Lockhart, Texas

[CITY SEAL]

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 20, 2025

AGENDA ITEM CAPTION: Discuss awarding a professional services contract to Halff Assoc. for architectural and engineering design services for an Aquatics Facility.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION: Staff published a Request for Qualifications (RFQ) for architectural and engineering design services to build a new aquatics facility on February 11, 2025. Staff received 12 Statements of Qualification in response to the RFQ. Four firms were selected for interviews: Dunaway, Halff Assoc., LJA Engineering, and Turner Ramirez Architects. Halff Assoc. (Halff) was selected as the finalist by the review committee on March 28, 2025.

If the professional services contract with Halff is approved by City Council, Halff will begin work on the final design of the facility and oversee construction. Deliverables for the project include design, construction documents, bid documents, a proforma and operational planning.

The project will be completed in two phases. The first phase will consist of the leisure pool component and support amenities such as a bath house, lifeguard office, mechanical room, landscaping, fencing, and parking lot/lighting. The second phase will consist of a competition pool and teaching pool enclosed with a retractable roof, allowing for year-round operation. Phase 1 is scheduled for completion in approximately 12 months. Phase 2 will commence immediately after Phase 1 and is scheduled to be completed 9 months later.

The Halff design and construction administration team will also include Barker Rinker Seacat Architecture, P.C., Water Technology, Inc., and Beyond Engineering and Testing, LLC to provide design expertise and assistance to various aspects of the project including:

- Landscape Architecture / Site Design
- Architecture
- Mechanical, Electrical, Plumbing (MEP)
- Aquatics Design, and
- Civil Engineering

PROJECT SCHEDULE (if applicable): The project will commence immediately upon the execution of the contract. Phase 1 will be completed in approximately 12 months. Phase 2 will begin immediately after Phase 1 and will be completed in approximately 9 months.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The City has committed \$8 million to this project and has been awarded \$750,000 from Texas Parks & Wildlife through their small community grant program. An additional \$750,000 will be applied for, to complete Phase 2.

PREVIOUS COUNCIL ACTION: - On November 15, 2022, Council directed staff to form a citizen aquatics committee to determine the necessity/feasibility of constructing a new aquatics facility.

- On July 18, 2023, Council approved a contract with Halff and Water Technology, Inc to provide a needs assessment, concept designs, and cost estimates for the construction of a new aquatics facility.

- On October 17, 2023, Halff and Water Technology, Inc presented Council with a market analysis, final design recommendations, and cost predictions for the construction and operation of a new aquatics facility.

- On July 16, 2024, Council approved Resolution 2024-18 authorizing staff to submit an application to Texas Parks & Wildlife to obtain funding assistance through the small community grant program.

COMMITTEE/BOARD/COMMISSION ACTION: - On January 26, 2023, the Aquatics Committee convened for the first of their regular monthly meetings.

- August 2, 2023, the Aquatics Committee had an initial workshop with Water Technology, Inc representatives to determine potential programming and utilization of the future aquatics facility.

- On September 28, 2023, a workshop was conducted with participation from the Aquatics Committee, Parks & Recreation Advisory Board, and Lockhart ISD staff to analyze potential designs, amenities, programming and to provide feedback to Halff and Water Technology, Inc on their recommendations.

- On November 30, 2023, the Parks & Recreation Advisory Board approved the Aquatics Committee's recommendation of the final aquatics facility conceptual design.

- On February 22, 2024, the Parks & Recreation Advisory Board approved the Aquatics Committee's recommendation to build the aquatics facility on the Navarro Elementary School campus property site.

STAFF RECOMMENDATION/REQUESTED MOTION: Approve Contract

LIST OF SUPPORTING DOCUMENTS: LockhartAquaticFacilityCouncilPresentation_58727 - 2, City of Lockhart Aquatics Facility Professional Services Agreement - Halff Executed 5-14-2025, City of Lockhart Aquatics Facility Final Scope of Services 5-14-2025



CITY OF LOCKHART **LOCKHART AQUATICS FACILITY**

May 20, 2025



ABOUT THE HALFF TEAM



PURPOSED FOR PEOPLE

Halff is a full-service infrastructure consulting firm designed, engineered, planned, constructed – and purposed – for people. For 75 years, we’ve been improving lives and communities by turning **ideas** into **reality**.

Our Partners



BARKER
RINKER
SEACAT
ARCHITECTURE



Design Approach

- **Integrated, phased design process** prioritizing feasibility, budget stewardship, and community input
- **Clear communication** structure with City departments and stakeholders at each step
- **Concept-driven development** grounded in real-world construction and maintenance needs
- **Commitment** to delivering a community-focused facility that’s operationally sustainable and future-ready

Outcomes that represent a “Dive Deeper” design process

PRIMARY PROJECT TEAM

LOCAL FAMILIARITY, NATIONAL EXPERTISE



JAMES HEMENES, PLA,
ASLA, CPRE

Director of Landscape
Architecture –
Principal-in-Charge
(Halff)



TOBY FOX, PLA, LI

Project Manager
(Halff)



JASON RINGDAHL,
AIA

Sr. Principal - Architecture
(BRS)



STEVE CROCKER, PE

Project Leader –
Aquatic Consulting (WTI)

PROJECT SUMMARY

Site:

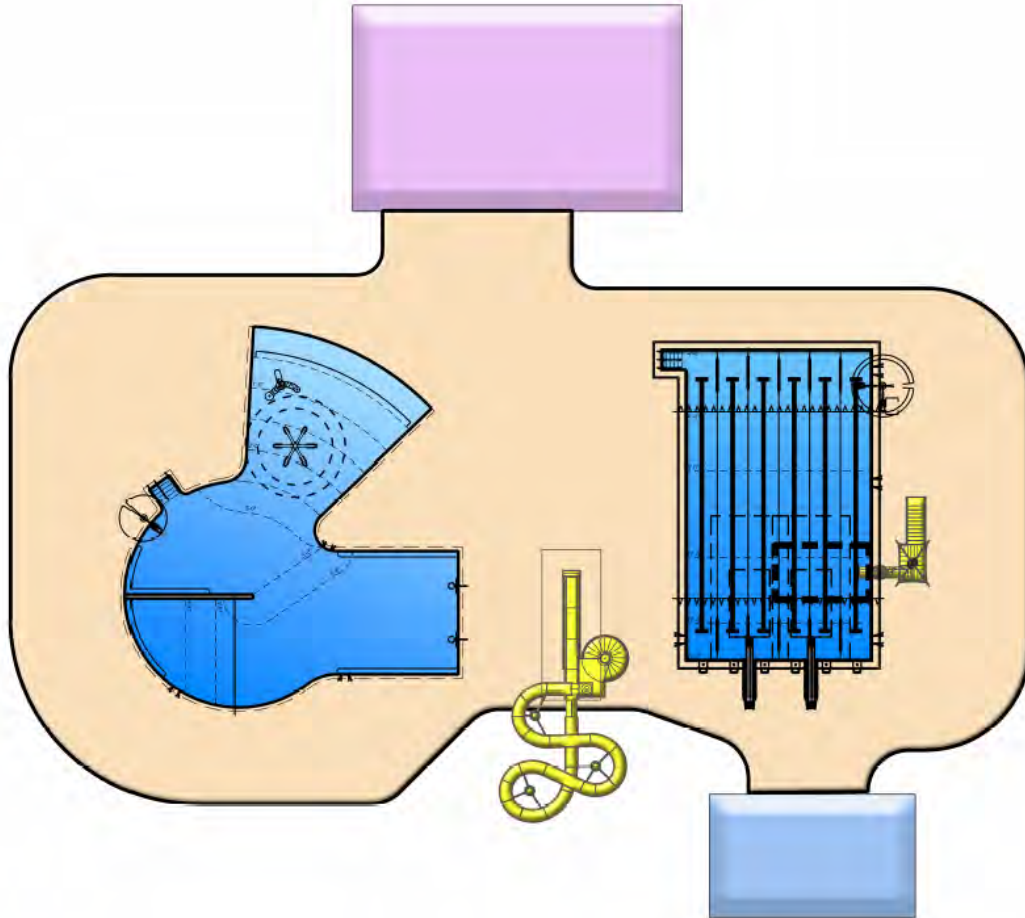
- 6.8 acres at the NW corner of Center and San Jacinto Streets

Proposed Improvements:

- 3,400 sq ft Lap/Competition Pool, with 6 – 25 yard lanes;
- 1,500 sq ft Instructional Pool;
- 4,650 sq ft zero depth entry Leisure Pool with Play Features and a Current Channel;
- 1 Pool Slide Tower – Body Slide;
- Retractable Pool Cover over the Competition Pool and Instructional Pool;
- 6,000 sq ft Bath House that includes restrooms and showers, lockers, staff office, lifeguard room, light concessions, check-in/cashier's station and a meeting room;
- 2,000 sq ft pool mechanical/pump/chemical and maintenance building
- Other support items like Parking, Landscape and Utility Connections.

CONCEPT AND PROPOSED SITE

The Agreement includes the design of those listed improvements per the approved concept plan provided during the feasibility study previously prepared by HALFF.



LAP/COMPETITION POOL



INSTRUCTIONAL POOL



LEISURE POOL



POOL SLIDE



RETRACTABLE POOL COVER



BATH HOUSE



POOL MECHANICAL/MAINTENANCE BUILDING



**CONTRACT FOR PROFESSIONAL SERVICES –
ARCHITECT/ENGINEER**

THIS AGREEMENT, entered into as of the date fully executed by and between the City of Lockhart, Texas, a duly incorporated home-rule city pursuant to Chapter 9 of the Tex. Loc. Gov't. Code, and its municipal charter (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by resolution of the City Council of the City of Lockhart and HALFF ASSOCIATES, INC., 1201 North Bowser Road, Richardson, TX 75081-2275 (hereinafter called the "ENGINEER"), a Texas corporation, registered to do business in Texas. The CITY and ENGINEER may hereinafter sometimes be referred to as a "Party" or collectively as the "Parties."

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the ENGINEER to (1) render certain technical and professional services hereafter described in "Scope of Services" or (2) perform certain work hereafter described in "Scope of Services" for the project briefly described as Aquatics Center,

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

I. EMPLOYMENT OF ENGINEER

The CITY hereby agrees to engage the ENGINEER, and the ENGINEER hereby agrees to perform the "Scope of Services" hereinafter set forth. This contract shall be performed in Caldwell County, Texas.

II. SCOPE OF SERVICES

Engineering services in connection with preparation of plans and specifications and construction phase services including, but not limited to, all necessary design, surveying, plans, and specifications for Aquatics Center.

The ENGINEER shall also prepare detailed cost estimates of authorized construction, and shall use reasonable skill and care befitting the profession in preparing cost estimates that shall reflect current, local construction costs or current wage rate.

The ENGINEER shall review submittals, substitutions, pay requests and/or change order requests and make recommendations to the CITY. The ENGINEER has no authority to approve any changes to the Construction Documents, Design, Materials, Contract Amount, or Contract Time nor make any other decisions on behalf of the CITY, only the CITY has this authority, and the ENGINEER'S responsibilities are in an advisory capacity only.

Certain elements of the engineering work shall be performed as Basic Services; others shall be performed as Additional Services, upon request by CITY and if agreed upon by the ENGINEER. Additional Services may include elements of the

engineering work which cannot be accurately pre-determined or controlled entirely by the ENGINEER.

The work is further described in detail in Exhibit A - Halff Associates proposal dated April 16, 2025 and shall include a proposed schedule for design of the project.

III. TIME OF PERFORMANCE

ENGINEER shall proceed in a timely manner upon execution of this Contract with performance of the services called for under the Basic Services with completion within Four Hundred-Fifty (450) calendar days after execution, unless delayed by causes outside the control of ENGINEER, and shall proceed with subsequent work only on authorization by CITY. ENGINEER shall timely submit to CITY in writing evidence of delay satisfactory to the CITY'S reasonable discretion, upon which an extension of time equal to the period of actual delay, if approved by the CITY, shall be granted in writing.

IV. INFORMATION AND SERVICES TO BE FURNISHED ENGINEER

It is agreed that the CITY shall furnish, without charge, for the purpose of the Contract, information, data, reports, records, and maps as are existing and available, for the carrying out of the work of the ENGINEER as outlined under "Scope of Services"; provided, however, the CITY makes no representation or warranty regarding the reliability of any such information, data, reports or maps. The CITY its agencies shall cooperate with the ENGINEER and will, to the fullest extent reasonably practicable, facilitate the performance of the work described in this Contract.

V. COMPENSATION AND METHOD OF PAYMENT

A. COMPENSATION

It is agreed that total fees for Basic Services for the work as described in the attached Exhibit "A" (including subcontracted Engineering and other professional services) shall not exceed the sum of One Million Five Hundred Forty Thousand Four Hundred Ninety Dollars and Zero Cents (\$1,540,490.00) unless specifically authorized by the CITY in writing.

B. PAYMENT

ENGINEER shall invoice CITY monthly for its services and charges incurred by ENGINEER for services performed under the direction and control of ENGINEER as described herein.

CITY agrees to pay ENGINEER at its office the full amount of each such invoice. Invoices will be paid in accordance with the Texas Prompt Payment Act. The ENGINEER shall pay its subcontractors no later than the tenth day after he receives payment as required under Chapter 2251, Texas Local Government Code.

1. REIMBURSABLES – as stated in Attachment A of ENGINEER'S Proposal and shall not exceed the limits proposed, All reimbursables shall be accompanied with documentation to expenses incurred, and shall only be paid with the approval of the CITY.
2. SITE VISITS – as stated at rate and frequency in Attachment A and approved by the CITY.
3. ENGINEER shall not charge for corrections of errors and omissions, by the ENGINEER, to the design of the project.

VI. RECORDS

ENGINEER shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of Contract work. Such records shall be kept in the office of the ENGINEER for a period of not less than five years (5 Yr) and shall be made available to the CITY for inspection and copying upon reasonable request.

VII. OWNERSHIP OF DOCUMENTS

All final documents, including original drawings, estimates, specifications, field notes and data will become the property of CITY upon ENGINEER's receipt of payment in full for the services performed. ENGINEER may retain reproducible copies of drawings and other documents for its use.

All documents, including drawings and specifications prepared by ENGINEER

are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by ENGINEER for the specific purpose intended shall be at CITY'S sole risk and without liability or legal exposure to ENGINEER. Any such verification or adaption shall entitle ENGINEER to further compensation at rates to be agreed upon by CITY and ENGINEER.

VIII. INSURANCE

All insurance shall be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by CITY. The City of Lockhart, its officers, agents, and employees shall be named as an additional Insured except for Workers' Compensation and Professional Liability Insurance. The ENGINEER shall, at his own expense, purchase, maintain and keep in force insurance that shall protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any agent, subcontractor or by anyone directly employed by any of them, or by anyone for whose acts ENGINEER may be liable, of the following types and limits (no insurance policy or certificate of insurance required below shall contain any aggregate policy year limit unless a specific dollar amount (or specific formula for determining a specific) aggregate policy year limit is expressly provided in the specification below for the particular insurance policy.

- A.** Worker's Compensation Insurance with statutory limits.
- B.** Commercial General Liability occurrence type insurance (No "XCU" restrictions shall be applicable). Products/completed operations coverage must be included.
 - 1.** Bodily injury: Five hundred thousand dollars (\$500,000) single limit per occurrence or five hundred thousand dollars (\$500,000) each person/ five hundred thousand dollars (\$500,000) per occurrence.
 - 2.** Property Damage: One hundred thousand dollars (\$100,000) per occurrence.
 - 3.** Minimum aggregate policy year limit: Two million dollars (\$2,000,000).
- C.** Commercial Automobile Liability Insurance (including owned, non-owned and hired vehicles coverages).
 - 1.** Minimum combined single limit of five hundred thousand dollars

(\$500,000) per occurrence for bodily injury and property damage.

2. If individual limits are provided: Minimum limits are Three hundred thousand dollars (\$300,000) per person, Five hundred thousand dollars (\$500,000) per occurrence for bodily injury and One hundred thousand dollars (\$100,000) per occurrence for property damage.
3. Such coverage shall include owned, hired, and non-owned vehicles of ENGINEER or ENGINEER's employees, agents, representatives or subcontractors.

D. ENGINEER also agrees to maintain Professional Liability Insurance coverage of two million dollars (\$2,000,000) minimum per occurrence/claim/policy year aggregate limits to protect the CITY against damages arising from the ENGINEER'S negligent or wrongful act or omission in the performance of services under this Contract. Coverage shall continue for a minimum of two (2) years after the ENGINEER'S assignment under this Contract is completed. The deductible on the policy for Professional Liability shall not exceed three hundred fifty thousand dollars (\$350,000) unless specifically approved by the CITY.

E. ENGINEER shall require all of its subcontractors to provide the foregoing coverages, as well as any other coverage that ENGINEER considers necessary. ENGINEER will require that all subcontractors maintain a comprehensive commercial general liability policy with a minimum limit of at least \$2,000,000 per occurrence. Any exclusion shall first be approved by CITY. It is the responsibility of the ENGINEER to require compliance with this provision. The CITY accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. Subcontractors shall provide waiver of subrogation in favor of the CITY on all required policies, and additional insured on a primary and non-contributory basis for general liability and automobile liability.

F. With reference to the foregoing insurance requirement, Subcontractor and ENGINEER shall specifically endorse applicable insurance policies as follows:

- (1). The City of Lockhart shall be named as an additional insured with respect to General Liability and Automobile Liability.
- (2). Additional insured for the City of Lockhart should be on a primary and non-contributory basis.
- (3). All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- (4). A waiver of subrogation in favor of the City of Lockhart shall be contained in the Workers Compensation and all liability policies.

- (5). All insurance policies shall be endorsed to require the insurer to immediately notify the CITY of any material change in the insurance coverage.
- (6). All insurance policies shall be endorsed to the effect that the CITY will receive at least thirty- (30) days' notice prior to cancellation or non- renewal of the insurance.
- (7). All insurance policies, which name the CITY as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- (8). Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (9). Contractor may maintain reasonable and customary deductibles, subject to approval by the CITY.
- (10). Insurance must be purchased from insurers that are financially acceptable to the CITY.

IX. PROFESSIONAL LIABILITY

- A.** ENGINEER shall be responsible for the use and employment of reasonable skill and care befitting the profession in the designs, drawings, plans, specifications, data, reports and designation of materials and equipment provided by ENGINEER for the Project covered by this Contract. Approval by CITY shall not constitute nor be deemed a release or waiver of the responsibility and liability of ENGINEER for the accuracy and competency of such designs, drawings, plans, specifications, data, reports and designation of materials and equipment. Contractor shall be responsible for the actual supervision of Construction operations and safety measures involving the work, his employees and the public, but the ENGINEER, on behalf of the CITY, shall advise the Contractor of any items requiring the attention and action of the Contractor after notification to the CITY. ENGINEER shall in a timely manner make the CITY aware of any fault or defect in the project, including any errors, omissions, or inconsistencies in the ENGINEERS Documents or Instruments of Service.
- B.** If services include periodic visits to the site to observe work performed by the Project Contractor, ENGINEER shall be responsible for exercising reasonable care and skills befitting the profession to require that the Contractor performs the work in general accordance with Contract Documents and to endeavor to safeguard the CITY against defects and deficiencies in the work; provided, however, ENGINEER does not guarantee or insure the work completed by the Contractor. During visits to the construction site, and on the basis of the ENGINEER'S on-site observations as an experienced and qualified design professional, ENGINEER shall keep the CITY informed on the extent of the progress of the work, and shall advise the CITY of material and substantial defects and deficiencies in the work of Contractors that are discovered by the ENGINEER or otherwise brought to the ENGINEER'S attention in the

course of construction, shall not exercise whatever rights the CITY may have to disapproved work and materials as failing to conform to the Contract Documents.

- C.** In connection with the services of Contractor's Project Representatives, ENGINEER shall use the usual degree of care and prudent judgment in the selection of competent Project Representatives, and the ENGINEER shall see that the Project Representatives are on the job to perform their required duties.
- D.** In performing these services, the ENGINEER shall not be responsible for the actual supervision of construction operations or for the safety measures that the Contractor takes or should take, except as stipulated in the Scope of Services.

X. INDEMNIFICATION

ENGINEER SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, CAUSED BY THE NEGLIGENCE, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF THE ENGINEER, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBENGINEERS IN THE PERFORMANCE OF THIS AGREEMENT.

ENGINEER SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS IN CONNECTION WITH THE SERVICES OF ENGINEER AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE TO THE EXTENT ARISING OUT OF NONCOMPLIANCE WITH SUCH LAWS, RULES AND REGULATIONS, WITHOUT LIMITATION. ENGINEER SHALL ASSUME FULL RESPONSIBILITY FOR PAYMENTS OF FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER THE SOCIAL SECURITY, WORKER'S COMPENSATION, AND INCOME TAX LAWS WITH RESPECT TO ENGINEER'S EMPLOYEES. FURTHER, ENGINEER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS TO THE EXTENT ARISING OUT OF ANY ACT OR OMISSION, INTENTIONAL TORT, OR FAILURE TO PAY A SUBENGINEER OR SUPPLIER OF ENGINEER, ITS OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER OR AS A RESULT OF ENGINEER'S FAILURE TO USE AND EMPLOY REASONABLE SKILL AND CARE BEFITTING THE PROFESSION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. FURTHER, ENGINEER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY,

ITS OFFICERS, AGENTS, AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS AGREEMENT.

THE FOREGOING INDEMNIFICATION PROVISION SHALL APPLY TO ENGINEER REGARDLESS OF WHETHER OR NOT SAID LIABILITY, LOSS, DAMAGES, EXPENSES, OR CLAIMS IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.

THE ENGINEER SHALL REQUIRE ALL OF ITS APPROVED SUBCONTRACTORS TO INCLUDE IN THEIR SUBCONTRACTS, A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

XI. ADDRESS OF NOTICE AND COMMUNICATIONS

CITY:
CITY OF LOCKHART
P.O. Box 239
Lockhart, TX 78644
Attn: Steve Lewis
City Manager

ENGINEER:
Halff Associates, Inc.
13620 Briarwick Drive, Suite 100
Austin, TX 78729
Attn: James Hemenes

With Copy to:
Halff Associates, Inc.
Attn: Legal Department
1201 N. Bowser Road
Richardson, Texas 75081

All notices and communications under this Contract shall be mailed or delivered to CITY and ENGINEER at the above addresses, respectively.

XII. CAPTIONS

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any Paragraph or in any way determine its interpretation or application.

XIII. SUCCESSORS AND ASSIGNMENTS

The CITY and the ENGINEER each binds themselves and their successors, executors, administrators, and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the ENGINEER shall assign, sublet, or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may

be a party to this Contract.

XIV. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, either Party shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the either Party shall violate any of the covenants, agreements, or stipulations of this Contract, the non-breaching Party shall thereupon have the right to terminate this Contract by giving written notice to the other party of such termination and specifying the effective date thereof, at least ten days (10 days) before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports prepared by the ENGINEER under this Contract shall become the property of the CITY upon the ENGINEER receiving just and equitable compensation for any work completed hereunder.

Notwithstanding the above, the ENGINEER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the ENGINEER and the CITY, following reasonable written notice to ENGINEER and an opportunity to investigate and either refute or cure, may withhold any payment to the ENGINEER for the purpose of setoff until such time as the exact amount of damages due the CITY from the ENGINEER is determined.

XV. TERMINATION FOR CONVENIENCE OF THE CITY

Either Party may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the other Party. If the Contract is terminated by the CITY as provided herein, the ENGINEER shall be paid for the time provided and expenses incurred up to the termination date,. If this Contract is terminated due to the fault of the ENGINEER, other terms and conditions relative to termination, as contained in Paragraph 14 of this Contract shall apply.

XVI. CHANGES

The CITY may, from time to time, request changes in the scope of the services to be performed by the ENGINEER under this Contract. Such changes, including any increase or decrease in the amount of the ENGINEER'S compensation, which are mutually agreed upon by and between the CITY and ENGINEER shall be incorporated in written amendments to this Contract.

XVII. PERSONNEL

- A.** The ENGINEER represents that it has, or shall secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any other contractual relationship with the CITY.
- B.** All of the services required hereunder shall be performed by the ENGINEER or under its supervision and all personnel engaged in the work shall be fully qualified and, as applicable, shall be authorized or permitted under State

and local law to perform such services.

- C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written Contract or agreement and shall be similarly subject to each provision of this Contract.

XVIII. REPORTS AND INFORMATION

The ENGINEER shall, at such times and in such forms as the CITY may require, furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

XIX. INTEREST OF ENGINEER AND EMPLOYEES

The ENGINEER covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder.

The ENGINEER further covenants that in the performance of this Contract, no person who has any such interest shall be employed by the ENGINEER.

XX. INCORPORATION OF PROVISIONS REQUIRED BY LAW

Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Contract shall be amended to make such insertion upon application by either party.

XXI. COMPLIANCE WITH LAWS

ENGINEER shall comply with all applicable laws, ordinances, and codes of the state, federal, and local governments and shall commit no trespass on any public or private property in performing any of the services embraced by this Agreement.

XXII. FEDERAL/STATE GRANTS

If federal or state grant funds are involved in the funding of the project, then the conditions of those respective grants are incorporated herein by reference and made a part hereof for all purposes.

XXIII. ASSIGNMENT

ENGINEER shall not assign, transfer, or encumber any right or interest in this Agreement, in whole or in part, without prior approval of the CITY.

XXIV. VENUE

Any action brought by either party based on any claim arising under or as a result of this Contract shall be brought in a court of competent jurisdiction in Texas, with venue in Caldwell County, Texas.

XXV. TIME OF PERFORMANCE

In accordance with the ENGINEER's applicable standard of care, time is of the essence for the completion of all work described in this contract. It is anticipated that all work will be completed within the time as stated in the Schedule from the date of execution, and that any delay in the completion of the work described herein shall constitute a breach of this contract.

XXVI. INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR

Contractor shall be an independent contractor with respect to the performance of all Work, and neither Contractor nor anyone employed by Contractor shall be deemed for any purpose to be the employee, agent, servant, borrowed servant, or representative of Owner in the performance of any Work (despite Contractor's obligation to comply with various rules and regulations of the Owner). The Work contemplated herein shall meet the approval of Owner and be subject to the general right of inspection of Owner to secure the satisfactory completion thereof. The actual performance and supervision of all Work shall be by Contractor, but Owner or its representatives shall have full and complete access to the Work site to determine whether the Work is being performed by Contractor in accordance with all provisions of this Contract and for reasons otherwise stated in this Contract. Owner is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes Contractor. Neither Contractor nor its employees shall be entitled to receive any benefits which employees of Owner are entitled to receive, and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for Owner. Contractor is not the agent of Owner and is not authorized to make any representation, contract, or commitment on behalf of Owner unless specifically requested to do so, by Owner, in writing. No provisions herein shall be construed as creating a partnership, joint venture or other association whereby the Owner and Contractor would be jointly liable or liable as partners or co-ventures.

XXVII. RIGHTS AND REMEDIES

The rights and remedies provided by this Contract are given in addition to any other rights and remedies either Party may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies.

XXVIII. NO WAIVER OF RIGHTS

If either party fails to enforce any of the provisions of this Contract or any rights hereunder or fails to exercise any election provided in the Contract, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of the Contract. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provisions, rights or elections, which it may have under this Contract.

XXIX. ENTIRE AGREEMENT

The Contract Documents sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, between or among the parties, except as specifically provided herein. Except as explicitly set forth herein, there are no promises, conditions, representations, understanding, interpretations or terms of any kind as conditions or inducement to the execution hereof or in effect among the Parties.

XXX. HEADINGS

The Paragraph headings included in this Contract are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement.

XXIV. COUNTERPARTS

(a) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement, effective when counterparts have been signed by each - and delivered to - the other Parties; it being understood that all Parties need not sign the same counterparts.

(b) The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another via either a dial-up connection or by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the document's original graphic and pictorial appearance, or by combination of such means, constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or by electronic means as described shall be deemed to be their original signatures for all purposes.

XXV. EXHIBITS

ENGINEER affirms and verifies the statutorily required provisions found in Ex. B. All referenced Exhibits are incorporated for all purposes as part of this Agreement and are included as part of the Contract Documents, which consist of this agreement and its attached and incorporated exhibits, and the allowance for and allocation of risk, and the required statutory clauses.

[Signatures on Page following]

ACCEPTED:

CITY:
CITY OF LOCKHART, TEXAS

PROPOSED AND AGREED TO:

Halff Associates, Inc.



MAYOR

BY: _____
Vice President, Director of Landscape
Architecture

DATE: _____

DATE: 5/14/2025

ATTEST:

CITY SECRETARY

ATTEST:

(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT "A"
Rates for Services Provided and Scopes of Services

	
Rate Schedule (58727)	
Position	Bill Rate
Engineer I	132.00
Engineer II	162.00
Engineer III	209.00
Engineer IV	269.00
Engineer V	357.00
Scientist I	105.00
Scientist II	135.00
Scientist III	195.00
Scientist IV	255.00
Scientist V	335.00
LA/Planner I	130.00
LA/Planner II	150.00
LA/Planner III	200.00
LA/Planner IV	220.00
LA/Planner V	250.00
Surveyor I	124.00
Surveyor II	131.00
Surveyor III	173.00
Surveyor IV	210.00
Surveyor V	290.00
Field Tech I	75.00
Field Tech II	101.00
Field Tech III	121.00
Field Tech IV	148.00
Field Tech V	194.00
Office Tech I	79.00
Office Tech II	101.00
Office Tech III	129.00
Office Tech IV	160.00
Office Tech V	210.00
Administrative I	79.00
Administrative II	101.00
Administrative III	128.00
Administrative IV	150.00
Administrative V	396.00
Specialist I	104.00
Specialist II	138.00
Specialist III	194.00
Specialist IV	225.00
Specialist V	401.00
CEI Srv I	109.00
CEI Srv II	126.00
CEI Srv III	126.00
CEI Srv IV	161.00
CEI Srv V	217.00
Intern	94.00

		
Crew Rate Schedule (58727)		
Crew Rates	UM	Bill Rate
1-Man Survey Crew	hour	130.00
1-Man Terrestrial HDS Crew	hour	255.00
2-Man Survey Crew	hour	200.00
2-Man Terrestrial HDS Crew	hour	350.00
3-Man Survey Crew	hour	270.00
Designating (QL-B) (1-Man)	hour	125.00
Designating (QL-B) (2-Man)	hour	250.00
FAA 107 UAS Pilot	hour	260.00
Potholing (QL-A) (1-Man)	hour	175.00
Potholing (QL-A) (2-Man)	hour	350.00
Spar Designating (QL-B) (2-Man)	hour	300.00
Equipment Rates	UM	Bill Rate
Office Vehicle Mileage (VA01-M24)	mile	\$ 0.67
Office Vehicle Mileage (VA01-M24)	mile	\$ 0.67
UAS LIDAR (ES11-I)	hour	\$ 145.00
Office Vehicle Mileage (VA01-M)	mile	\$ 0.70
Office Vehicle Mileage (VA01-M)	mile	\$ 0.70
MX9 Mobile LIDAR (ES20-I)	hour	\$ 295.00
Crew, expense and equipment rates are updated periodically rather than escalating annually		

BARKER RINKER SEACAT ARCHITECTURE, P.C.

BILLING RATE CATEGORIES

Designer I	\$ 125/ hour
Designer II	\$ 135/ hour
Designer III	\$ 145/ hour
Designer IV	\$ 160/ hour
Senior Designer	\$ 200/ hour
Marketing/Administrative	\$ 150/ hour
Design Manager	\$ 175/ hour
Project Specialist	\$ 185/ hour
Project Manager	\$ 205/ hour
Principal I	\$ 205/ hour
Principal II	\$ 225/ hour
Senior Principal III	\$ 240/ hour
Partner	\$ 260/ hour

Water Technology, Inc.

Rate Schedule

Principal/Director	\$250.00
Project Manager/Engineer	\$185.00
Creative Studio	\$160.00
Project Design	\$145.00
Mechanical Design	\$170.00
Technical Design	\$105.00
Administrative	\$75.00

Beyond Engineering and Testing, LLC

Rate Schedule

Professional Engineer 1 (4-8)	\$174.60
Engineer in Training II (5-10)	\$143.91
Engineer in Training I (0-5)	\$129.68

EXHIBIT "B"
Statutorily Required Provisions

1. ENGINEER affirms that it has submitted the necessary forms to comply with Texas Gov't Code Section 2252.908, Certificate of Interested Parties (Form 1295, <https://www.ethics.state.tx.us/forms/1295.pdf>) and Chapter 176, Texas Local Gov't Code, Conflict of Interest Questionnaire (Form CIQ, <https://www.ethics.state.tx.us/forms/CIQ.pdf>) and has returned a fully executed copy of the latter as an attachment to this executed contract and proof of the former to the City after filing with the Texas Ethics Commission, as required by the referenced provision of the Texas Government Code.

2. Verification Regarding Firearm Entities or Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2274.002 (b) TEX. GOV'T. CODE, (i) the ENGINEER verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) the ENGINEER will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274, Tex. Gov't. Code, to the extent the applicable provision in Chapter 2274.002, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "firearm entity or firearm trade association" shall have the meaning assigned to the terms in § 2274.001 (6), (7), Tex. Gov't. Code. ENGINEER understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit

3. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2274.002, Tex. Gov't. Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, ENGINEER hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with § 2274.002, Tex. Gov't. Code, as amended, to the extent that § 2274.002, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in § 809.001, Tex. Gov't. Code. ENGINEER understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

4. Certification Regarding Terrorist Organizations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under §§ 2252.151-.154 Tex. Gov't. Code, ENGINEER hereby certifies that it and its parent company, wholly or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. ENGINEER understands "affiliate" to mean an entity that controls, is controlled by, or is

under common control with the Underwriter and exists to make a profit.

5. Certification Regarding Boycott of Israel To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Tex. Gov't. Code, ENGINEER and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex Gov't. Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102) The foregoing verification is made solely to comply with Chapter 2271, Tex. Gov't. Code, to the extent the applicable provision in Chapter 2271.001, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in § 808.001(1), Tex. Gov't. Code. ENGINEER understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

May 14, 2025

Project No. (AVO): 58727.001

City of Lockhart, TX
Travis Hughes
Director of Parks & Recreation
705 Wichita Street
Lockhart, TX 78644

RE: Lockhart Aquatic Center Design
Lockhart, TX

Dear Travis,

At Halff we improve lives and communities by turning ideas into reality. We do that by working with great clients on meaningful projects. As such, we are pleased to submit the following Scope of Services for the Lockhart Aquatic Facility Design.

The proposed services to be performed are described in the Scope of Services (**Exhibit A**). Services that are not included as part of the Scope of Services are listed in the Exclusions/Available Additional Services; however, these services can be provided by Halff upon request. An Exhibit with Project Location and Approved Concept Plan and estimated Schedule are also included.

Unless otherwise modified, please note that the proposed Scope of Services described herein shall remain valid and continue in effect for a period of 90 calendar days for execution by both parties, after which it will require renewal in writing by CONSULTANT and CLIENT.

Thank you for the opportunity to work with you to improve lives and communities. Please feel free to contact me if you have any questions or comments regarding this Scope of Services.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Fox".

Tobin L. Fox, PLA, LI
Project Manager
737-309-4703
tfox@halff.com

A handwritten signature in blue ink, appearing to read "M. Hemenes".

M. James Hemenes, PLA, ASLA, CPRE
Vice President
Director of Landscape Architecture
512-777-4564
jhemenes@halff.com

EXHIBIT A

BASIC SCOPE OF SERVICES

PROFESSIONAL SITE DEVELOPMENT SERVICES FOR

LOCKHART AQUATIC FACILITY

PURPOSE

Halff (CONSULTANT) shall provide Landscape Architecture, Architecture, Aquatic, and Civil Engineering Design Services for Lockhart Aquatic Facility Design (PROJECT), to the City of Lockhart (CLIENT). Halff will utilize sub-consultants BRS Architecture for the Architecture, WTI for the Aquatics Design, Ballard*King for Proforma and Operational Planning, and Beyond Engineering for Geotechnical Engineering. All other design disciplines will be Halff teams. The purpose of the PROJECT is to provide design, bidding and construction administration services for the above-referenced project.

SCOPE

The PROJECT is located at the intersection of Center Street and San Jacinto Street, in Lockhart, TX and will consist of a 6-8 acre outdoor aquatics facility that includes:

- 3,400 square foot Lap/Competition Pool, with six (6) - 25 yard lanes;
- 1,500 square foot Instructional Pool;
- 4,650 square foot zero depth entry Leisure Pool with Play Features and a Current Channel;
- 1 Pool Slide Tower – Body Slide;
- Retractable Pool Cover over the Competition Pool and Instructional Pool;
- 6,000 square foot Bath House that includes restrooms and showers, lockers, staff office, lifeguard room, light concessions, check-in/cashier's station and meeting room;
- 2,000 square foot pool mechanical/pump/chemical and maintenance building;

The anticipated project budget for the proposed pool development is \$8,000,000.00. Project includes the design of the following proposed improvements per the approved concept plan provided during the feasibility study prepared by CONSULTANT:

Landscape Architecture / Site Design (HALFF)

- Site Plan
- Pool deck
- Landscape planting
- Irrigation system
- Parking lot(s)
- Screened dumpster enclosures
- Covered seating areas
- Pedestrian access from the parking lot
- Monument sign
- Perimeter Security Fencing

Architecture (BRS)

- Floor Plans, Roof Plans, Exterior and Interior Elevations, Sections, Details and Specifications (and enlargements as required) for:

- o Bath house and concessions, administrative office, meeting and lifeguard space, retractable pool enclosure, storage and aquatic equipment building.
- Furnishings plans (if required).
- Owner-review sets delivered at Phase Milestones outlined below.
- Building construction estimates provided at Phase Milestones outlined below.
- Preliminary aquatics equipment coordination to size Pool Support Buildings.
- Coordination of utility requirements for the building(s).
- Assist in theming concept imagery and coordination.
- Coordination with full project design team at regular intervals.

MEP (HALFF)

- Mechanical, Plumbing and Electrical Plans, Sections, Details and Specifications as required for:
 - o Bath house and concessions, administrative office, meeting and lifeguard space, retractable pool enclosure, storage and aquatic equipment building.
- Site lighting and photometric plans.

Aquatics Design (WTI)

- Design (layout) of three (3) pool shells
 - o Plans and sections
- Pool amenities/features
 - o S/S rail goods
 - o White goods/fittings
 - o Waterslides
 - o Pool finishes
 - o Process piping
 - o Pumps
 - o Filtration systems
 - o Chemical treatment systems
- Pool related equipment including
 - o Maintenance
 - o Deck
 - o Safety equipment

Civil Engineering (HALFF)

- Site plan
- Site grading
- Drainage and onsite retention/detention
- Site utility plan connections to buildings
 - o water
 - o sewer

ASSUMPTIONS

This scope of services has been prepared using the following assumptions as a basis for its preparation:

1. The Scope of Services represents a single, stand-alone project consisting of tasks described below for the design and construction of the proposed improvements, in their entirety, with no removal or separation of tasks for the completion of the PROJECT.

2. The PROJECT will follow site, building, and aquatics design requirements as noted below:
 - a. 2018 International Building Code
 - b. City of Lockhart Building codes
 - c. 2018 International Swimming Pool and Spa Code
 - d. Local Engineering Design standards or APWA if no standards are available
3. The CLIENT will be responsible for distributing, coordinating, and facilitating all submittal milestones/packages to necessary stakeholders, including correspondence during the submittal review period(s) and providing CONSULTANT with organized reviews, comments and feedback from reviewing entities.
4. The PROJECT schedule shall be subject to CLIENT review as follows: **The schedule milestone dates are based on an assumed CLIENT submittal review period of a maximum of (2) two weeks.** Review periods exceeding (2) two weeks may impact subsequent submittals and milestone dates. A review delay of (1) one week or longer will result in a subsequent delay of deliverables and revision of the schedule.
5. Civil site design will start after the site layout has been confirmed with the local jurisdiction and CLIENT.
6. A Construction Manager at Risk (CMAR), independently hired by CLIENT will be constructing the Aquatics Facility and will be providing cost estimating services for the project from the Design Development Phase (60%) through the 100% Construction Documents Phase.

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PHASE 1 – DESIGN SUPPORT SERVICES

TASK 1.1 – PROJECT MANAGEMENT AND COMMUNICATION

Project Management Coordination, Communications, and Reporting:

CONSULTANT will provide monthly progress reports to the CLIENT which will detail the current progress, highlight any outstanding issues, and address future concerns. This will be provided via email.

Additionally, CONSULTANT will conduct internal meetings with their staff for effective coordination, communication, budgeting and invoicing regarding the PROJECT.

Task 1.1 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the monthly progress reports (included with monthly invoice).

TASK 1.2 – PROJECT MEETINGS

Project Kick-off Meeting:

CONSULTANT will attend one (1) virtual coordination/project kick-off meeting with the CLIENT (date and time to be coordinated with CLIENT) to confirm the goals, objectives, budget, schedule and program of proposed improvements for the PROJECT. Notes shall be taken by CONSULTANT to record items discussed and decisions made during this meeting and provided to all attendees.

- Project Kick-Off Meeting – One (1) In Person (three (3) hours maximum duration not including travel time)

Bi-Weekly Coordination Meetings:

During the Design Phases, the Design Team will conduct bi-weekly coordination meetings with CLIENT to review progress and identify any items that need further discussion and direction to keep the project moving forward according to schedule. Notes shall be taken by the CONSULTANT to record items discussed and decisions made during this meeting and provided to all attendees.

- Bi-Weekly Coordination Meetings - up to 14 virtual meetings (one-hour maximum each)

Task 1.2 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Project Kick-Off meeting notes.
- One (1) Digital PDF copy of the Bi-Weekly Coordination Meeting Minutes

TASK 1.3 – CODE AND ORDINANCE REVIEW

Prepare a code analysis and ordinance review for the following:

- a. 2018 International Building Code
- b. City of Lockhart Building codes
- c. 2018 International Swimming Pool and Spa Code
- d. Local Engineering Design standards or APWA if no standards are available

CONSULTANT will provide a written copy to the CLIENT.

Task 1.3 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the ordinance review.

TASK 1.4 – GEOTECHNICAL REPORT

Task 1.4.1 – Geotechnical Engineer (BEYOND)

The field investigation for the geotechnical investigation will be supervised by a Geotechnical Engineer. The report will be prepared by a Professional Engineer registered in the State of Texas. Penetration Tests and sampling will be performed in accordance with ASTM D 1586 and as necessary ASTM D1587 and ASTM D 2113.

- Field Investigation – 4 Bore Holes to a depth of 20 feet (1 within each building footprint and 1 within each pool shell footprint), and 1 Bore Hole to a depth of 25 feet (within pool slide footprint).
 - o Contract Drill Rig (Est. 1 day)
 - o Draft Geotechnical Report (Est. 14 days)
 - o Final Geotechnical Report (Est. 5 days after draft report comments received)
 - o Laboratory Analysis
 - a. Atterberg Limits Tests (liquid limit, plastic limit and plasticity index);
 - b. Grain Size Analysis (sieve analysis and was #200);
 - c. Moisture Contents;
 - d. Unconfined compressive strength (if samples permit);
 - e. Unit Weight (if samples permit);
 - f. Sulfate and Chloride content.
- Engineering Analysis, Recommendations and Report – The Geotechnical Report will contain the following:
 - o A site plan indicating bore hole locations;
 - o Boring logs with laboratory test results, sample depths, sample methods, SPT blow counts, material descriptions, groundwater observations, and other pertinent observations;
 - o Presentation of all field tests with relevant parameters/results;
 - o Presentation of all laboratory test results;
 - o A discussion of site topography, and earthwork requirements;
 - o A discussion of geological setting as well as subsurface soil and groundwater conditions at the site;
 - o Presentation of seismic parameters at the site;
 - o Discussion of corrosion potential of soils relative to concrete and steel;
 - o Recommendations for foundation type, embedment depth, and allowable bearing pressure for proposed building and large pool slide;
 - o Provide pool structure foundation options and recommendations including bearing capacity parameter, coefficient of friction, lateral earth pressures and design groundwater level;
 - o Discussion of foundation settlement potentials;
 - o Recommendations for pavement types and pavement layer thickness;
 - o Earthwork recommendations and backfill material specifications; and
 - o Electronic copy of the final report.

Schedule

Upon receipt of Notice to Proceed (NTP), client verification, and site plan:

- CONSULTANT will initiate the underground utility search within one week.
- Mobilize drill crew within one week of receiving signed NTP.
- Geotechnical Field work is anticipated to take one day to complete, but is dependent on clearance of underground structures, access to all boreholes and weather conditions.

Geotechnical Services Notes

- This fee is inclusive of mobilization/travel, time on site for drilling, and any incidental fees that may be incurred related to performing this work.
- If PROJECT encounters difficulties beyond the driller's control or if the scope of work is altered, CONSULTANT reserves the right to renegotiate the price.
- Locations are to be clear of any overhead and subsurface utilities. CLIENT to provide all records of city-owned water, wastewater and storm sewer lines located on the property.
- All locations are to be accessible using two-wheel drive equipment and vehicles.
- Additional trips, training and standby charges are not included in this proposal and will be billed at Standard Rates.
- This fee proposal assumes one mobilization.
- Remaining invoices will be submitted monthly with net 30 days from receipt. If the project is in progress during multiple billing cycles, partial invoices will be sent out for work performed during that billing cycle.

Task 1.4 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Geotechnical Report.*

TASK 1.5 – DESIGN SURVEY

Task 1.5.1 – Survey (HALFF)

Topographic Survey

CONSULTANT will perform a topographic survey of the subject tract(s). The following specific services will be provided:

- Aerial or mobile LiDAR and conventional survey methods may be used for data collection.
- Establish a minimum of two control points.
- Obtain break lines and spot elevations sufficient for 1-foot contour intervals.
- Obtain line and grade on handicap ramps, crosswalks, and sidewalks.
- Locate above ground visible improvements.
- Locate visible above-ground utility locations, either found by our surveyors or located for us by utility companies and/or other agencies.
- Provide spot elevations at center point of manhole covers and access vaults.
- Provide invert elevation of manhole and elevation of pipe flowlines (if possible).
- Provide location, pipe size, (if possible) and invert elevation of existing storm drain structures.
- Locate and tag existing trees 8-inches diameter and greater. The critical root zones will be represented by a circle (tree circle), the radius of which equals 1 foot for each inch of tree diameter, unless other local or specific standards are provided to us. The client understands that certain species of trees may be difficult to identify, particularly in winter months, and the client should consider retaining an arborist to confirm the identification of certain trees in critical areas.
- Process field collected data for field survey.
- Perform quality control for survey requirements.
- Prepare base map illustrating data collected above.
- Extract spot elevations and break lines into DTM.
- Extract and prepare triangulated irregular network into DTM.
- Load 1-foot contour information.
- Provide a Civil 3D CAD file.

Services performed outside the above scope of services can be provided upon receipt of an executed Additional Services Agreement, and will be billed on an hourly basis in accordance with our standard hourly rates. To furnish a lump sum fee, the following assumptions were made:

- The client will provide any permission necessary for access on adjoining properties to gather topographic or boundary information that may be required.

Task 1.5 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Design Survey.

TASK 1.6 – ENVIRONMENTAL (IF REQUIRED)

Task 1.6.1 – Environmental (HALFF)

CONSULTANT will conduct an Environmental Constraints Analysis for the proposed development and prepare a technical memorandum documenting the following information:

- Potentially regulated waters of the U.S. (WOTUS) within the study area, jurisdictional assessment, and U.S. Army Corps of Engineers (USACE) Section 404 permitting requirements.
- Potential suitable habitat or designated critical habitat for state and federally listed threatened and endangered species within the study area, and determinations of whether the development within the study area will affect or have the potential to affect state or federally listed species.
- Potential cultural resources within the study area, and determinations of whether the development within the study area potential to impact archeological sites or historic properties, and recommendations for compliance with the Antiquities Code of Texas (Title 9, Chapter 191 of the Texas Natural Resources Code), and Section 106 of the National Historic Preservation Act (NHPA).

Task 1.6.2 – Waters of the United States Delineation and Jurisdictional Assessment

- The study area will be reviewed, and field work will be conducted to complete a delineation of WOTUS (including wetlands) subject to USACE regulation that would be potentially impacted by the project. CONSULTANT will perform a delineation of all aquatic features in the study area in accordance with the *1987 USACE Wetland Delineation Manual*, the *Great Plains Regional Supplement, Version 2.0* (March 2010).
- Prior to initiating field work, CONSULTANT will perform desktop research using publicly available data (e.g., National Wetland Inventory maps, topographic maps, soil survey reports, aerial photography) as needed or required. CONSULTANT will delineate and map the ordinary high-water mark of water bodies and boundaries of wetland features within and adjacent to the study area. The survey will involve recording geographic coordinates of the boundary of aquatic features using a handheld GPS instrument with sub-meter accuracy. CONSULTANT will record all necessary data to produce wetland data forms. CONSULTANT will document the methodology and results of the investigation in sufficient detail to satisfy jurisdictional determination requirements for USACE permitting under Section 404 of the Clean Water Act.

Task 1.6.3 – Threatened and Endangered Species Assessment

- A threatened and endangered species habitat assessment will be conducted to demonstrate compliance with the Endangered Species Act, NWP General Conditions 18 (Endangered Species) and 19 (Migratory Birds and Bald and Golden Eagles), and the Texas Parks and Wildlife Code. CONSULTANT will perform a literature review of state and federally listed threatened and endangered species for Caldwell County, Texas. CONSULTANT will obtain official species information from the U.S. Fish and Wildlife Service Information for Planning and Consultation that will support determinations of potential species occurrence for the study area and provide specific information where available. CONSULTANT will make observations during the field visit to identify suitable habitat for any state or federally protected species.

Task 1.6.4 – Cultural Resources Assessment

- Because the project is being developed on property owned by Lockhart Independent School District, a political sub-entity of the State of Texas, it falls under purview of the Antiquities Code of Texas (Title 9, Chapter 191 of the Texas Natural Resources Code), which requires that the Texas Historical Commission (THC) review actions that have the potential to impact archeological historic properties within the public domain. In addition, the project may require authorization pursuant to Section 404 of the Clean Water Act or receive federal funding, which would consider the project as a federal action requiring compliance with Section 106 of the National Historic Preservation Act (Section 106). To comply with Section 106 and the Antiquities Code of Texas (Antiquities Code), CONSULTANT will perform the services described below.
- CONSULTANT will perform a desktop review of the Texas Archeological Sites Atlas maintained by THC to determine whether any archeological historic properties eligible for listing on the National Register of Historic Places (NRHP) are documented within or adjacent to the project's Area of Potential Effects (APE). Background research will also include a review of local soil, geologic and predictive modeling data to evaluate the potential for buried and intact archeological deposits as it pertains to the horizontal and vertical footprint of the APE. Historic topographic maps and aerial photography will be reviewed to identify any potential above-ground historic structures within or adjacent to the APE. The results of the desktop review will be submitted for review by the THC for project review in compliance with Antiquities Code. The desktop review will provide recommendations regarding the project's potential to impact archeological historic properties. The THC or federal agency (if applicable) will determine whether additional Section 106 consultation is required following review of the project. Any additional tasks beyond the above-described desktop review would be scoped as an additional service per state and federal requirements.

Task 1.6 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Environmental Report.*

TASK 1.7 – PROFORMA AND OPERATIONAL PLANNING (BALLARD*KING)

Task 1.7.1 – Project Overview and Administration

CONSULTANT will participate in meetings to discuss goals and objectives identified with the project. Subsequent to the kick-off meeting, CONSULTANT will develop an information request. That information request will identify the documents needed to update the Market Review and develop the Operations Plan.

- Establish lines of communication
- Confirm schedule
- Discuss project goals

Task 1.7.2 – Market Review & Program

CONSULTANT will update the market assessment for the study with projections for population, new participation statistics and development of service areas.

- Identify/Define service area
- Review demographic characteristics/community profile
 - o Population/age range/household income
 - o Recreation Spending Potential Index
 - o Population trends
 - o Changing population trends that impact recreation
- Comparison with national, regional and local participation statistics
 - o NSGA standards
 - o Potential participation levels
- Market segment determination and analysis
 - o Determination of user groups
 - o Impact of user group needs on facility component listing
- Program Recommendation
 - o Priorities of use
 - o Philosophy of operation
 - o Validate/Adjust program

Task 1.7.3 – Operations Plan

- Fee structure
 - o Admissions – Drop-in/multiple admissions/annual passes
 - o Family, corporate, group rates
 - o Rentals
- Sources of Income
 - o Identification and verification of revenue sources
- Attendance/use estimates
- Develop operating cost impact for facility
 - o Develop a line-item budget
 - o Personnel by position
 - o Contractual services
 - o Commodities
 - o Capital replacement
- Develop revenue impact for facility

- o Admissions – daily/annual/multiple admissions
 - o Programs and services
 - o Rentals
 - o Other revenue sources
- Revenue/expenditure comparisons
 - o Cost recovery level

TASK 1.8 – FUNDING RESOURCES (HALFF)

Task 1.8.1 – Funding Resources

- Attend one (1) kick-off meeting call with the City to identify long-lead items
- Attend up to six (6) virtual progress meetings to discuss project status and project developments, specification and details
- CONSULTANT will coordinate with agencies and stakeholders involved in the project, as needed
- CONSULTANT will identify and collate if needed, exhibits and attachments required by the identified grant program, which may include a site plan, project location map, vicinity map, aerial phot and photo pages of the project, authorizing resolution, certification and assurances, letters of support, map of the floodplain, NFIP insurance evidence, letter of match commitment, environmental checklist, budget, Section 106 compliance, map illustrating sensitive resources, support for sustainable claims, subject matter expert coordination and support, and evidence of community support.
- Provide written comments on the grant application narrative to be submitted by the City.

TASK 1.9 – QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)

CONSULTANT will perform internal Quality Assurance and Quality Control (QA/QC) reviews of deliverables at each submittal milestone. Subconsultants are required to follow CONSULTANT QA/QC standards. In addition, the CONSULTANT's QA/QC manager will provide comments to subconsultants and recheck for implementation.

TASK 1.10 – STATE ACCESSIBILITY PLAN REVIEW

State Accessibility Plan Review:

At the completion of the 90% construction documents, CONSULTANT will submit drawings to a Texas Registered Accessibility Specialist to be reviewed for accessibility compliance. CONSULTANT will provide CLIENT with review results. **CONSULTANT shall be responsible for incorporating any comments received and adjusting the plans as needed prior to final 100% Bid Package.**

Substantial Completion Accessibility Inspection:

CONSULTANT shall be responsible for coordinating, scheduling, and accompanying the Texas Registered Accessibility Specialist on the accessibility inspection once construction progress has reached Substantial Completion. CONSULTANT'S Substantial Completion inspection cannot occur until the Accessibility Inspection has been done. CMAR shall be responsible for incorporating applicable changes resulting from the Final Inspection Report into the built conditions for the PROJECT. Accessibility violations will be noted in the substantial completion punch list prepared by the CONSULTANT and delivered to the CMAR to correct before final approval is granted.

Inspection Fees:

TDLR registration, accessibility review and inspection fees will be paid by the CONSULTANT and delivered with the construction documents to **the Texas Registered Accessibility Specialist**. The costs for the TDLR registration, accessibility review, inspection fees as well as the printing of plans and specifications and shipping will be a reimbursable expense.

Task 1.10 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Plan Review Report.
- One (1) Digital PDF copy of the accessibility review registration form

TASK 1.11 – PRE-DEVELOPMENT MEETING 1

CONSULTANTS will meet (virtually) with the planning department to confirm site plan and development review requirements. CONSULTANTS will prepare a checklist (if not available from the planning department) detailing the review requirements. CONSULTANTS will include the checklist as part of the development of submitted packages.

- *Pre-Development Meeting – One (01) virtual meeting (two (2) hours maximum duration)*

Task 1.11 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Pre-Development meeting minutes..

TASK 1.12 – PROGRAMMING

CONSULTANTS will meet (virtually) with CLIENT to finalize project programming. The Final Design Program will include a list of aquatic, architectural, and site elements to be included in the final design package. Elements added as a part of this task that are not already included in the rest of this SCOPE may be added as additional services.

- *Programming Meeting – One (01) virtual meeting (two (2) hours maximum duration)*

PHASE 2 – SCHEMATIC DESIGN

TASK 2.1 – SCHEMATIC DESIGN (30%)

SCHEMATIC DESIGN (30%):

Based on the input gathered from the kickoff meeting, the approved feasibility study concept, stakeholder meetings, and site investigation, the CONSULTANT will prepare one (1) Schematic Design that helps communicate the intent and vision of the PROJECT. The Preliminary Schematic Design shall include the layout of all proposed improvements to demonstrate compliance with applicable Federal, State, and local/stakeholder rules, regulations, and codes as previously listed in Assumptions above. The CONSULTANT will identify any location where exceptions to the established design standards may be necessary.

Schematic Design plans shall be on a 24"x36" sheet size, formatted with black and white line work with a scale appropriate to illustrate the proposed improvements. In addition to the anticipated improvements described above, CONSULTANT's Preliminary Schematic Design plans will contain plans and sections/elevations, showing critical dimensions and features for the following:

Task 2.1.1 – LA (Design Team Lead)

- Buildings (locations only, all details by Architecture)
- Pool deck and pedestrian paving

- Site amenities (fencing, seating, covered seating)
- Landscaping – Tree, bed and turf locations; will not specify specific plants in this Phase.
- Provide general resource information formatted as shown to the CLIENT in the following areas:
 - o Pool and pool deck finishes – Image Boards
 - o Lighting Fixtures – Image Boards

Task 2.1.2 – Civil

- Based on the Client's selected conceptual layout, CONSULTANT will prepare a schematic design plan. This plan will include:
 - o proposed mass grading of the parking lot;
 - o the detention pond, using earthen grading only (no structural walls or underground vaults);
 - o grading of areas up to within 5 feet of the aquatic facility's fence line, and;
 - o a 2-dimensional layout of storm sewer, water and wastewater services.

Task 2.1.3 – Aquatics

- Verify aquatic design for code compliance
- Develop water rides, activities and features
- Define pool zones, depths and turnover rates
- Develop pool wall profile options
- Select preliminary mechanical equipment
 - o Identify pool filtration, heating and lighting methodologies
- Develop preliminary mechanical equipment layout
- Develop aquatic narrative
- Develop aquatic drawings
 - o SD Level Plans, Sections, and Details
- Develop Rough Order of Magnitude (ROM) Opinion of Probable Construction Costs (OPCC)

Task 2.1.4 – Architecture

- Updated site plan (provided by LA, not in Architecture scope)
- Schematic floor plans (and enlargements as needed) for:
 - o Bath house and concessions, administrative office, lifeguard space, meeting room, retractable pool enclosure, storage & aquatic equipment building(s)
- Preliminary aquatics equipment coordination to size pool support buildings
- Coordination of preliminary utility requirements for the building(s)
- Assist in theming concept images
- Detailed program breakdown, including square footage, fixture count, and amenities

Task 2.1.5 – MEP

- Mechanical, Plumbing and Electrical design narratives or conceptual plans including the following:
 - o Mechanical HVAC Plans
 - o Plumbing Plans
 - o Fire Sprinkler Plans
 - o Electrical Power Plans
 - o Electrical Lighting Plans

Task 2.1.6 – STRUCTURAL

- Coordinate with the Geotechnical Subconsultant to identify the necessary soil design parameters for the following scope items:
 - o Amenity center building foundation
 - o Pool equipment building foundation
 - o Foundation for retractable pool enclosure

- o Small miscellaneous structure foundations including shade structures, light poles, and a monument sign
- Coordinate with the Project Architect to select major structural systems for the amenity center and pool equipment building.

NOTE:

Internal Design coordination meetings will be held as needed with the Design Team during the Preliminary Schematic Design Phase.

Task 2.1 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of any Image Boards generated as general resource information.
- One (1) Digital PDF copy of reports as noted.
- One (1) Digital PDF copy of the Preliminary Schematic Design Submittal (plans, sections and elevations).

TASK 2.2 – OPINION OF PROBABLE CONSTRUCTION COST (OPCC)

Schematic Design OPCC:

Based on the preliminary Schematic Design plan, the CONSULTANT shall prepare and submit an Opinion of Probable Construction Cost (OPCC) reflective of the schematic level of the approved schematic plan. CONSULTANT's OPCC shall be based on the quantities indicated on the CONSULTANT's plans and on the unit prices current at the time of the probable cost opinion preparation. Quantities and available unit pricing included in the schematic design OPCC are preliminary and shall be subject to change due to significant fluctuations in the market and pricing changes beyond CONSULTANT'S control. OPCCs are intended for budget purposes only.

Task 2.2 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Opinion of Probable Construction Cost listing bid items, quantities, and estimated bid costs.

TASK 2.3 – SCHEMATIC DESIGN REVIEW MEETING

Schematic Design Review:

CONSULTANT will participate in one (01) schematic design review meeting with the CLIENT and other necessary stakeholders (facilitated by CLIENT) to review the Schematic Design and associated OPCC.

- Schematic Design Review Meeting – One (01) virtual meeting (three (3) hours maximum duration)

The following items shall be discussed during the Schematic Design document review:

- o Swimming pools and support functions
- o Building concepts and layouts
- o Building schematic elevations
- o Adjacencies and circulation
- o Traffic patterns (not to include a formal traffic study)
- o Activity program use of space and capabilities
- o Spectator facilities (if any)
- o Phasing of the project (if required)
- o Mechanical systems
- o Hydrostatic relief system

Notes will be taken by the CONSULTANT to record items discussed and decisions made during this meeting and provided to all attendees.

CLIENT comments provided for the 30% Schematic Design will be addressed by the CONSULTANT in the subsequent 60% Design Development submittal.

Task 2.3 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the review minutes.

PHASE 3 – DESIGN DEVELOPMENT

TASK 3.1 – DESIGN DEVELOPMENT (60% DRAWINGS)

Design Development (60%):

CONSULTANT shall prepare design development level documents that include design drawings, bid documents and technical specifications for the PROJECT.

The Design Development submittal milestone shall include the anticipated improvements identified in the PROJECT's Scope and Assumptions sections. Design for improvements shall follow current CLIENT standards.

CONSULTANT's Preliminary Design Development plans will contain plans and sections/elevations, showing critical dimensions and features for the following:

Task 3.1.1 – LA (Design Team Lead)

- Overall theming and branding
- Overall site plans
 - o Property boundary lines with dimensions and bearings
 - o Existing and proposed easements
 - o Adjacent parking and vehicular pavement
 - o Building footprints
 - o Pavilions and shade coverings
 - o Landscaping, including specific trees, shrubs, groundcovers and turf areas
 - o Irrigation, including equipment type and locations as well as mainline route
 - o Proposed and existing contour lines
 - o Dumpster enclosure
 - o Security fencing
 - o Pedestrian site lighting
 - o Monument signage
 - o Transformer(s)
 - o Air conditioning compressors
 - o Water service lines and meters
 - o Sanitary sewer service lines
- Pool and pool deck finishes
- Site amenities (fencing, seating, covered seating)
- Layout of site lighting – coordinate with Architect/MEP on pedestrian lighting locations and the selection of poles and fixtures and electrical details
- Layout of the pedestrian paving areas and pool deck
- Landscaping
- Point of connection and main line routing for the irrigation system

- Plans and elevations of the pavilions and covered seating areas
- Layout of the security fencing
- Coordinate grading plan with Civil
- Provide general resource information formatted as shown to the CLIENT in the following areas:
 - o Pool and pool deck finishes – Image Boards
 - o Lighting Fixtures – Image Boards
- Prepare outline specifications for items listed above

Task 3.1.2 – Civil

- This task will begin with the Client's approval of the 30% Schematic Design deliverable. The task includes the preparation of construction plans (60%) identified below and the submission to the Client for their review and comment.
- This task includes addressing the Client's comments from the Schematic Design (30% Drawings) submission.
 - o Cover sheet
 - o General notes
 - o Plat
 - o Existing conditions and tree survey
 - o Erosion and sedimentation control plan
 - o Site dimensional control plan
 - o Fire access plan
 - o Grading and drainage plan
 - o Paving plan
 - o Existing drainage area map
 - o Storm sewer plan, profiles, calculations, detention pond plan and profile and detention pond calculations
 - o Domestic and fire water plan and profile
 - o Wastewater plan and profile
 - o Erosion and sedimentation control details
 - o Site details
 - o Storm details
 - o Domestic and fire water details
 - o Wastewater details

Task 3.1.3 – Aquatics

- Conduct inter-disciplinary review and coordinate with other consultants of the client
- Finalize pool wall profile(s)
 - o Shapes and depths
- Define pool specialty and mechanical equipment
- Develop pool mechanical equipment layout
- Develop aquatic drawings
 - o Pool plans, sections, and details
 - o Pool structural design
 - o Preliminary pool piping plans, and piping details
 - o Pool mechanical plans, schedules, and details
- Develop preliminary utility requirement document for coordination
- Develop draft specifications
- Develop preliminary aquatic construction cost opinion

Task 3.1.4 – Architecture

- Overall site plan showing the planned improvements and their location (provided by HALFF)
- Aquatics layout plans and enlargements and engineering plans (provided by WTI)
 - o BRS will coordinate with WTI for building space requirements for all pool equipment and sanitation systems

- Architectural Plans:
 - o Bath house and concessions, administrative office, meeting space and lifeguard space, retractable pool enclosure and aquatic equipment building
 - o Interior and exterior materials palette
 - o MEP engineering associated with architectural elements (provided by HALFF)
 - o Structural engineering associated with architectural elements (provided by HALFF)
- Electrical/site lighting plans (provided by HALFF)
- Coordination of utility needs (water, sanitary sewer, storm) for the building(s)
- Theming and branding conceptual elements to the buildings
- Outline specifications for items listed above

Task 3.1.5 – MEP

- HVAC Plans
 - o Run HVAC calculations for pump rooms, for freeze protection
 - o Potential cooling unit or make-up air system for restroom/locker facilities
 - o Unit heaters for freeze protection in pool pump room and mechanical rooms
 - o General exhaust air systems for locker rooms, shower facilities, and pool chemical storage rooms.
 - o Fresh air and exhaust calculations
 - o IECC mechanical compliance certificate (ComCheck)
 - o Respond to local permit comments to facilitate permit process
 - o Building plumbing plans
 - o Building mechanical plans
- Plumbing Plans
 - o Natural gas piping if pool is to be heated, routing natural gas to pool heaters, including combustion air
 - o Coordinate natural gas service with local utilities
 - o New fixtures for restroom and shower area, domestic hot & cold piping, hot water return piping as required by code
 - o Domestic hot water heaters as required with hot water circulation pumps as required by codes
 - o Connect domestic cold water to swimming pool fill valves along with splash pad fill valves
 - o IECC plumbing compliance certificate (ComCheck where applicable)
 - o Respond to local permit comments to facilitate permit process
- Mechanical Plans
 - o Design of louvers on one of the fixed ends of retractable pool enclosure. Three (3) corrosion resistant sidewall axial ventilation fans mounted in the exterior wall of the building.
 - o Design of four (4) corrosion resistant gas radiant heaters mounted two at each fixed end of the retractable pool enclosure. Design includes combustion inlet air design and gas flue design piping (all corrosion resistant).
 - o Design of six (6) corrosion resistant adjustable axial jet fans mounted on ceiling of retractable pool enclosure. Three (3) mounted at each fixed end to circulate air through the enclosure when it is closed.
- Sprinkler System:
 - o Fire sprinkler zoning, performance notes & specifications
 - o For mechanical rooms and pump rooms or as specified by architect
 - o Fire protection zoning plans
- Electrical Power Plan
 - o Design of new electrical power distribution Systems as required
 - o Short circuit calculations
 - o Coordinate with local utility company for power feed, meter, and transformer
 - o Design of power for pool and splash pad systems & pumping equipment

- o Design of power for pool underwater lighting (as required)
- o Design of power for exhaust fans and other HVAC equipment
- o Design of power for plumbing equipment (where required)
- o Design of power to all mechanical equipment listed within the retractable pool enclosure
- Electrical Lighting Plan
 - o Parking lot photometric calculations and pole lighting
 - o Pool deck pole photometric calculations and pole lighting
 - o Potential power to pole mounted light fixtures around pool, calculating photometrics for the inside of the retractable pool enclosure when it is closed at night. Design of a lighting system inside the retractable pool enclosure
 - o Lighting controls as required per local codes
 - o Photometric design based on IESNA (interior and exterior) for this type of building and site
 - o Interior lighting design for restroom/locker room building as well as mechanical buildings
 - o Signage & monument signage power at street
 - o IECC lighting compliance certificate (ComCheck)
- Outline specifications for items listed above

Task 3.1.6 – STRUCTURAL

- Prepare 60% design development drawings for the amenity center and pool equipment building including:
 - o Preliminary foundation plan for each building
 - o Roof framing plan for each building
 - o Preliminary foundation plan and technical details for the retractable pool enclosure

Task 3.1 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Design Development Submittal (Design Development plans, sections and elevations)*
- *One (1) Digital PDF copy of the outline specifications*
- *One (1) Digital PDF copy of all meeting notes*

TASK 3.2 – DESIGN DEVELOPMENT REVIEW

Design Development Review:

After the submittal milestone has been delivered to the CLIENT, CONSULTANT will schedule and conduct Drawing Deliverable Review/Comment Resolution Meeting with the CLIENT to discuss submittal review comments related to the PROJECT. Meeting objectives will include design feedback, comment review discussions, and description of subsequent submittal deliverables per the Scope of Work, with general questions and answers. Notes may be taken by the CONSULTANT at these meetings to document items discussed and decisions made.

CLIENT comments provided for the 60% Design Development Plans will be addressed by the CONSULTANT in the subsequent 90% Construction Document submittal.

- *Design Development Review Meeting – One (1) virtual meeting (three (3) hours maximum duration)*

Task 3.2 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the review minutes.*

TASK 3.3 – PRE-DEVELOPMENT MEETING 2

Design Development Site Plan Review:

- Prepare a Preliminary Site Plan to be submitted for informal MEP/Civil/Structural review by the Planning Department.
- Participate in a Preliminary Site Plan Development review meeting.
- *Pre-Development Review Meeting – One (1) virtual meeting (one (1) hour maximum duration)*

Task 3.3 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Development review meeting minutes.
- One (1) Digital PDF copy of the Preliminary Site Plan.

PHASE 4 – CONSTRUCTION DOCUMENTS

TASK 4.1 – 90% CONSTRUCTION DOCUMENTS and 100 % BID PACKAGE

Construction Document Preparation:

CONSULTANT shall prepare construction documents that include design drawings, bid documents and technical specifications for the PROJECT.

The 90%, and 100% submittal milestones shall include the anticipated improvements identified in the PROJECT's Scope and Assumptions sections. Design for improvements shall include the layout of proposed improvements to demonstrate compliance with applicable Federal, State, and local/stakeholder rules, regulations, and codes.

The CONSULTANT will identify any locations where exceptions to the established design standards may be necessary.

Construction Document Coordination:

A design coordination call will be held on a weekly basis with the Design Team during the Construction Document Phase.

90% Construction Documents and 100% Bid Package Submittal Milestone Preparation:

CONSULTANT shall prepare both the 90% Construction Documents and 100% Bid Package submittal milestones. 90% Construction Documents and 100% Bid Package plans shall be on a 24"x36" sheet size, formatted with black and white line work with a scale appropriate to illustrate the proposed improvements.

CONSULTANT's 90% Construction Documents and 100% Bid Package plans will contain plans and sections/elevations, showing critical dimensions and features for the following:

Task 4.1.1 – LA (Design Team Lead)

- Overall Theming and Branding
- Preparation of Existing Conditions and Removal Plan
 - Property boundary lines with dimensions and bearings
 - Existing easements
- Overall Site Plans
 - Proposed easements
 - Adjacent parking and vehicular pavement

- o Building footprints
- o Pavilions and shade coverings
- o Landscaping
- o Irrigation
- o Proposed and existing contour lines
- o Dumpster enclosure
- o Security fencing
- o Pedestrian site lighting
- o Monument signage
- o Transformer(s)
- o Air conditioning compressors
- o Water service lines and meters
- o Sanitary sewer service lines
- Preparation of a Construction Layout Plan for all “hardscape” improvements such as fencing, vehicular and pedestrian paving, steps and ramps, monument signage, dumpster enclosures, and site amenities such as trash receptacles, benches, bike racks and flagpoles
- Preparation of a Construction Layout Plan for pool deck finishes
- Layout of the site lighting. Coordinate with the Architect/MEP on pedestrian lighting locations and the selection of poles and fixtures and electrical details.
- Layout of the pedestrian paving areas and pool deck
- Preparation of a Planting Plan that includes size, quantity and plant locations for each plant type. Accompanying the Planting Plan will be planting details
- Preparation of an Irrigation Plan and Details
- Preparation of “hardscape” related construction details (fencing, steps and ramps, monument signage, vehicular and pedestrian paving, site amenities, dumpster enclosure, pavilions, shade shelters).
- Coordinate grading plan with Civil
- Provide general resource information to the CLIENT in the following areas:
 - o Pool and pool deck finishes
 - o Lighting
- Technical specifications and bidding documents for items listed above

Task 4.1.2 – Civil

- This task will begin with the Client’s approval of the 60% Design Development deliverable. This task includes the further refinement of the Design Development (60% Drawings) documents and the submission to the Client for their review and comment.
- This task includes addressing the Client’s comments from the Design Development (60% Drawings) submission.

Task 4.1.3 – Aquatics

- Finalize Coordination with other Consultants of the Client
- Finalize Utility Requirements
- Finalize and Assemble Pool and Pool Mechanical Aquatic Drawings
 - o Pool Plan, Sections, and Details
 - o Pool Equipment and Finish Schedules
 - o Pool Mechanical Plans, Schedules, and Details
 - o Pool Piping Plans, Schedules, and Details
 - o Pool Structural Design
 - o Pool Mechanical Design
 - o Pool Mechanical Schematics
- Finalize Specifications
- Perform Internal Quality Assurance Procedure
- Complete draft Swimming Pool permit applications with project specific information for local jurisdiction.
 - o Client is responsible for completion, review, and submittal of final application(s).

Task 4.1.4 – Architecture

- Architectural Plans:
 - o Bath House and Concessions, Administrative Office, Meeting Room and Lifeguard Space, Retractable Pool Enclosure and Aquatic Equipment Building
 - o Architectural Details
 - o MEP engineering associated with architectural elements (provided by HALFF)
 - o Structural engineering associated with architectural elements (provided by HALFF)
 - o Electrical/site lighting plans (provided by HALFF)
- Coordination of final utility needs (water, sanitary sewer, storm) for the building(s)
- Theming and Branding Details applied to the building design. Theming to be led by HALFF and coordinated with BRS
- Provide Technical Specification Sections related to the building scopes of work at the DD and CD phase milestones. Building consultants to provide their respective specification sections. Assemble technical specifications for the work included in the construction documents. The specifications will be incorporated into the project manual. General Conditions to be provided by CLIENT.

Task 4.1.5 – MEP

- This task will begin with the Client's approval of the 60% Design Development deliverable. This task includes the further refinement of the Design Development (60% Drawings) documents and the submission of 90% and 100% plans to the Client for their review and comment.
- This task includes addressing the Client's comments from the Design Development (60% Drawings) submission.

Task 4.1.6 – STRUCTURAL

- Prepare 90% and 100% construction drawings including the following scope items:
 - o Amenity center, including foundation plan, roof framing plan, foundation details, structural wall and framing details.
 - o Pool equipment building, including foundation plan, roof framing plan, foundation details, structural wall and framing details.
 - o Retractable pool enclosure plans will include foundation plan and details.
 - o Miscellaneous foundation details for shade structures, light poles and (1) monument sign. Miscellaneous foundations shall be located and referenced on the appropriate landscape or civil sheets.

CONSULTANT shall, at the request of the CLIENT, transmit electronic copies of CONSULTANT work product components including data, photos, images, text, designs, and cost opinions for project-related use by CLIENT including project budgeting and project coordination/communication.

CONSULTANT's 100% Bid Package shall include the sealed and signed construction documents, signed and sealed specifications, and the bid information. CONSULTANT shall incorporate any remaining, CLIENT, and/or stakeholder comments from the 90% Construction Documents review period before the final submittal of the 100% Bid Package.

Task 4.1 Deliverables:

Deliverables provided by the CONSULTANT at each submittal milestone shall include the following:

- One (1) Digital PDF copy of the Com Check Compliance Envelope document.
- One (1) Digital PDF copy of the 90% Construction Documents and Project Manual.

- *One (1) Digital PDF copy of the signed and sealed 100% construction documents by all required licensed professionals*

TASK 4.2 – 90% CONSTRUCTION DOCUMENT REVIEW

90% Construction Documents Review:

After the submittal milestone has been delivered to the CLIENT, CONSULTANT will schedule and conduct Drawing Deliverable Review/Comment Resolution Meeting with the CLIENT to discuss submittal review comments related to the PROJECT. Meeting objectives will include design feedback, comment review discussions, and description of subsequent submittal deliverables per the Scope of Work, with general questions and answers. Notes may be taken by the CONSULTANT at these meetings to document items discussed and decisions made.

CLIENT comments provided for the 90% Construction Document Plans will be addressed by the CONSULTANT in the subsequent 100% Bid Package submittal.

- *90% Construction Document Review Meeting – One (1) virtual meeting (three (3) hours maximum duration)*

Task 4.2 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the review minutes.*

TASK 4.3 – PERMIT REVIEW

Permit Review:

Construction drawings will be submitted for engineering and building permit review upon completion of construction documents.

- Prepare a Final Site Plan for submittal to the Planning Department.
 - Prepare and submit a Landscape Plan to the Planning Department.
 - Prepare and submit a Tree Survey and Tree Preservation Plan to the Planning Department (if needed).
 - Participate in a Final Site Plan development review meeting.
 - Complete applications for Building Permit. The actual permit will be the responsibility of the CMAR.
 - Meeting notes will be prepared to record items discussed and decisions made during the Final Site Plan development review meeting.
- *Permit Review Meeting – One (1) virtual meeting (one (1) hour maximum duration)*

Task 4.3 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Permit review meeting minutes.*
- *One (1) Digital PDF copy of the Site Plan.*

PHASE 5 – CONSTRUCTION ADMINISTRATION

TASK 5.1 – BIDDING SERVICES

Bid Distribution:

The CONSTRUCTION MANAGER AT RISK (CMAR) will be responsible for distribution of construction documents and specifications to all prospective bidders.

Pre-Bid Conference:

The CMAR shall be responsible for scheduling and facilitating the pre-bid conference. CONSULTANT may attend one (1) pre-bid conference to assist the CLIENT and the CMAR with describing the project design to prospective bidders. Notes may be taken by the CONSULTANT to record items discussed and decisions made during the pre-bid conference.

- *Pre-Bid Conference – One (1) virtual meeting (one (1) hour maximum duration)*

Bid Process Coordination:

CONSULTANT will assist the CMAR during the bidding process by addressing technical questions and bidder inquiries. CONSULTANT will prepare addenda for issuance to bidders. Addendum items that will alter the probable cost of the project must be approved by CLIENT and the CMAR. These design changes will be considered additional services in which additional compensation will be due to CONSULTANT and will be billed as hourly. Addendums will be added to the construction documents, and the construction documents reissued as "ISSUED FOR CONSTRUCTION" documents at the end of the bidding period.

Bid Opening and Award Recommendation:

If requested by the CLIENT and the CMAR, CONSULTANT will attend the bid opening. After the bid opening, CONSULTANT will review the bid results, contact references, prepare a bid tabulation, and provide an award recommendation to the CLIENT and the CMAR.

- *Bid Opening Meeting – One (1) in-person meeting (one (1) hour maximum duration not including travel time)*

Task 5.1 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Pre-Bid Conference minutes.*
- *One (1) Digital PDF copy of Addenda's.*
- *One (1) Digital PDF copy of the bid tabulation and award recommendation.*
- *One (1) Digital PDF copy of the "Issued for Construction" Documents*

TASK 5.2 – CONSTRUCTION PHASE SERVICES

Pre-Construction Conference:

The CMAR shall be responsible for the scheduling and facilitating the pre-construction conference. CONSULTANT will participate in one (1) pre-construction conference and assist the CLIENT and the CMAR in outlining the project design, lines of communication, description of procedures, etc. Notes may be taken by the CONSULTANT to document items discussed during this conference and will be distributed to the CLIENT and the CMAR.

- *Pre-Construction Conference – One (1) virtual meeting (two (2) hour maximum duration)*

RFI, Submittal, and Shop Drawing Review:

CONSULTANT will review and provide responses to the CMAR RFI's, Submittals, Shop Drawings, Substitution Requests, Schedule Reports, and Pay Application Requests on an hourly not-to-exceed basis as shown in the Basis of Compensation. CONSULTANT responses will be written and/or graphical, including, but not limited to, Exhibits, Details, Memorandums, Addenda, Architect's Supplemental Information (ASI), Change Proposals, Change Order Review, Mock-up and Sample Reviews, change orders or construction change directives, etc., if there is no impact to project budget or schedule. Any work associated with RFIs, Submittals, Change Orders, and Shop Drawings that results in design modification differing from the 100% Bid Package must be approved by the CLIENT and the CMAR prior to proceeding. If technical modifications altering the PROJECT, including design elements, appurtenances, and/or modifications outside the Scope of Services described in the 100% Bid Package above are required as part of the request(s), CONSULTANT shall notify CLIENT and the CMAR to request additional compensation, and revise the previously approved schedule accordingly.

OAC Meetings:

CONSULTANT will participate in bi-weekly Owner/Architect/CMAR (OAC) meetings to facilitate effective communication and collaboration among the Owner (CLIENT), Architect (CONSULTANT), and CMAR. The CLIENT, CONSULTANT, and CMAR will provide updates on the status of the project. All parties will discuss any design, construction, or coordination issues and develop strategies to address them. CONSULTANT will assist with awareness of responsibilities and upcoming tasks, coordinating efforts to meet project milestones and deadlines. All parties shall identify potential risks to the project and discuss mitigation strategies. The meeting shall serve as a forum for making key project decisions and obtaining necessary approvals from the CLIENT. The CLIENT will be responsible for providing updates on budget, approvals, and key decisions. The CONSULTANT will be responsible for addressing design-related issues.

- *OAC Meetings – Fourteen (14) virtual OAC meetings (one (1) hour maximum duration).*

Construction Coordination and Site Observation Meetings:

The CONSULTANT will visit the PROJECT construction site to observe the progress and quality of the Work completed by the CMAR. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the CMAR's work. Observations are to allow the CONSULTANT, or its assigns, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Site visit reports will be prepared by the CONSULTANT to document existing conditions, installed items, construction progress, and items discussed during these site observation meetings. Digital PDF copies of the site visit reports will be distributed to the CLIENT and the CMAR within no more than five (05) days of the site visit.

CONSULTANT will participate in no more than five (5) on-site meetings during the construction period. Additional meetings may be requested by the CLIENT and the CMAR, but will be considered additional services invoiced hourly.

- *Construction Coordination and Site Observations – Five (5) in-person meetings (two (2) hour maximum duration on site not including travel time).*

CONSULTANT shall promptly notify the CLIENT and the CMAR of any emergency conditions or notable occurrences observed while conducting the site observation visits. CONSULTANT shall not be responsible for any acts or omissions of the CMAR, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. CONSULTANT does not guarantee the

performance of the CMAR and shall not be responsible for the CMAR's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

Preliminary Punch List (Pre-Final Walkthrough):

CONSULTANT will conduct one (1) pre-final walkthrough with the CLIENT and the CMAR to check conformance of the Work with the Contract Documents and to verify the accuracy and completeness of the Work. This will constitute substantial completion. The CONSULTANT will prepare one (1) preliminary punch list that summarizes discrepancies in the conformance of the work giving a description of the discrepancy, photographic evidence, and geographical description of the discrepancy location.

- *Pre-Final Walkthrough Meeting – One (1) in-person meeting (two (2) hour maximum duration on site not including travel time)*

Final Punch List (Final Walkthrough):

Once discrepancies identified in the preliminary punch list, are corrected, CONSULTANT will conduct one (1) final walkthrough with the CLIENT and the CMAR to confirm discrepancies were corrected. If needed, the CONSULTANT will prepare one (1) additional punch list that summarizes discrepancies in the conformance of the Work giving a description of the discrepancy, photographic evidence, and geographical description of the discrepancy location. CONSULTANT shall notify CLIENT and CMAR, and request additional compensation if additional Punch Lists/walkthroughs are necessary.

- *Final Walkthrough Meeting – One (1) in-person meeting (two (2) hour maximum duration on site not including travel time)*

Record Drawings:

CONSULTANT shall not be responsible for the preparation of Record Drawings for the PROJECT and does not guarantee the accuracy of these documents. Based on final acceptance from the CLIENT, the CMAR shall be responsible for preparing and delivering a digital PDF copy of a final set of Record Drawings for the PROJECT, including all incorporated written and/or physical changes resulting from the Construction Administration effort.

Project Close Out:

CONSULTANT to assist CLIENT in acquiring final close-out documents, warranties, accurate as-built drawings and other documents from the CMAR required to close-out project. Review and approve the CMAR's final Application and Certification for Payment including retainage. Documents will include:

- *CMAR's red lines and as-built notes*
- *Warranty information*
- *Material Safety Data Sheet (MSDS)*
- *Operating Manuals*
- *Start up and testing reports*
- *Review of As-Built Drawings completed by the CMAR to verify all field changes have been adequately documented.*

Maintenance Hand-off (Walkthrough):

CONSULTANT will conduct one (1) walkthrough with the CLIENT and Installation / Maintaining Contractor(s) to confirm that maintenance has been provided as outlined in the contract documents, verify plant health, irrigation functionality, and to exchange maintenance information such as but not limited to: list of maintenance provided and routine schedules (i.e. watering, fertilizing, mowing). The CONSULTANT will prepare one (1) memo that summarizes discrepancies to the conformance of the work giving description of the discrepancy, photo, and geographical description of the discrepancy location. CONSULTANT will notify the CLIENT and request additional compensation if additional walkthroughs are necessary.

- *Maintenance Hand-off Walkthrough Meeting – One (1) in-person meeting (two (2) hour maximum duration on site not including travel time)*

Task 5.2 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Pre-Construction Conference minutes.*
- *One (1) Digital PDF copy of the shop drawing and submittal reviews.*
- *One (1) Digital PDF copy of the RFI responses individually at time of review.*
- *Fourteen (14) Digital PDF copies of the OAC meeting minutes.*
- *Five (5) Digital PDF copies of the Construction Coordination and Site Observation meeting minutes.*
- *One (1) Digital PDF Copy of the preliminary punch list.*
- *One (1) Digital PDF copy of the final punch list.*
- *One (1) Digital PDF copy of the Final-Completion and Acceptance letter to CLIENT recommending acceptance of the final project.*
- *One (1) Hard copy of each of the Project Close Out documents noted above.*
- *One (1) Digital PDF copy of the Maintenance Hand-Off memo.*

BASIS OF COMPENSATION

LOCKHART AQUATIC FACILITY

The basis of compensation for the services below shall be as follows:

A. PHASE 1 – DESIGN SUPPORT SERVICES

(Lump Sum)

Task 1.1 – Project Management and Communication.....	\$32,210.00
Task 1.2 – Project Meetings	\$8,635.00
Task 1.3 – Code and Ordinance Review.....	\$3,520.00
Task 1.4 – Geotechnical Report	\$11,210.00
Task 1.5 – Design Survey	\$16,500.00
Task 1.6 – Environmental (If Required).....	\$13,500.00
Task 1.7 – Proforma and Operational Planning	\$15,400.00
Task 1.8 – Funding Resources.....	\$3,070.00
Task 1.9 – Quality Assurance/Quality Control.....	\$8,800.00
Task 1.10 – State Accessibility Plan Review	\$1,100.00
Task 1.11 – Pre-Development Meeting 1	\$935.00
Task 1.12 – Programming Meeting	\$935.00

PHASE 1 TOTAL (Tasks 1.1 – 1.12)	\$115,815.00
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B. PHASE 2 – SCHEMATIC DESIGN

(Lump Sum)

Task 2.1 – SCHEMATIC DESIGN (30%).....	\$250,900.00
Task 2.2 – Opinion Of Probable Construction Cost (OPCC)	\$2,840.00
Task 2.3 – Schematic Design Review	\$1,320.00

PHASE 2 TOTAL (Tasks 2.1 – 2.3)	\$255,060.00
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C. PHASE 3 – DESIGN DEVELOPMENT

(Lump Sum)

Task 3.1 – Design Development (60%)	\$392,825.00
Task 3.2 – Design Development Review	\$1,320.00
Task 3.3 – Pre-Development Meeting 2	\$550.00

PHASE 3 TOTAL (Tasks 3.1 – 3.3)	\$394,695.00
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D. PHASE 4 – CONSTRUCTION DOCUMENTS

(Lump Sum)

Task 4.1 – 90% Construction Documents and 100% Bid Package	\$417,810.00
Task 4.2 – 90% Construction Document Review	\$1,320.00
Task 4.3 – Permit Review.....	\$385.00

PHASE 4 TOTAL (Tasks 4.1 – 4.3)	\$419,515.00
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Total Lump Sum Fee	\$1,185,085.00
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END LUMP SUM SERVICES

The following Construction Administration Services are to be provided on an hourly basis. The Tasks below were used to develop an estimated budget; however, consultants will bill at an hourly rate not to exceed this budget without prior written authorization.

E. PHASE 5 – CONSTRUCTION ADMINISTRATION

(All Bidding and CA services to be billed hourly. The following fees are estimates only.)

Task 5.1 – Bidding Services \$13,775.00
Task 5.2 – Construction Phase Services..... \$307,470.00

PHASE 5 TOTAL (Tasks 5.1-5.2) \$321,245.00

Total Estimated Hourly Fee \$321,245.00

END HOURLY SERVICES

TOTAL FEES:

Total Lump Sum Fee..... \$1,185,085.00
Total Estimated Hourly Fee \$321,245.00
**Direct Costs (Estimated Reimbursable Expenses) \$34,160.00
Total Fee..... \$1,540,490.00

EXCLUSIONS / AVAILABLE ADDITIONAL SERVICES

The following services are not included in the scope or fees for this proposal; but can be provided by CONSULTANT, subject to negotiation:

GENERAL:

1. Any additional work not specifically included in the Proposed Scope of Services can be accomplished as Additional Services with additional compensation.
2. Client generated changes to the design once Construction Document Preparation has reached the 60% level of completion. Time will be invoiced at an hourly rate, per a proposal approved by the CLIENT, until the work is at the same level of completion as it was prior to the change.
3. The development of amenities in addition to the proposed Scope of Work is excluded.
4. Revisions to the plans requested by the CLIENT after the plans are approved, unless necessitated by negligent errors on the plans.
5. Design of areas outside the limits of the defined project site.
6. Design and coordination of existing utility relocations and modifications, including gas, telephone, or other franchise utility improvements.
7. Additional graphic products.
8. Additional meetings not identified in the project scope of services.
9. Printing of additional drawings, specifications and contract documents not identified in the project deliverables.
10. The development design alternatives, or preparation of a feasibility studies are excluded.
11. Negotiations with adjacent property owners.
12. Separation of project documents into multiple submittals or tasks.
13. Market analysis or benchmarking
14. Proforma and Operational Plan

ARCHITECTURE:

15. Community Engagement surveys
16. Market Analysis or benchmarking
17. Proforma and Operational Plan
18. Record Documents. Available upon request for additional services
19. Base information – AutoCAD/Revit base files indicating property lines, building footprints, plans, elevations, sections and details of proposed buildings and any other architectural feature, curbs, setbacks, existing and proposed utilities, and improvements. BRS assumes that either CONSULTANT will prepare and furnish these base files or contract with an outside professional organization as needed for this Scope of Work.

MEP:

20. Design services due to a change in Scope of Basic Services.
21. Design of bid alternates requested by the CLIENT or Architect (not specifically identified at the beginning of the project).
22. Design services due to Change Orders requested by the CLIENT or Architect.
23. Should preparation of Value Engineering, Change Orders or Construction Change Directives require extensive evaluation of CMAR proposals and/or revisions or additions to the Construction Documents not occasioned by an error or omission of the Engineer, such services shall be provided by the Engineer as a Change in Services, in accordance with the Architect-Engineer Agreement.
24. Should the Engineer be required to make more than one (1) inspection for Substantial Completion and/or more than one (1) inspection for Final Completion, such services shall be

- provided by the Engineer as a Change in Services, in accordance with the Architect-Engineer.
25. Design of overflow scuppers and/or roofing slope design.
 26. Engineering studies of alternative systems and equipment locations.
 27. Energy studies.
 28. Economic analysis.
 29. Design of decorative lighting.
 30. International Energy Conservation Code building envelope compliance check and lighting compliance checks for fixturing selected or designed by others.
 31. Record drawing generation from CMAR's red-lines.
 32. Modification to the MEP design systems due to change in building code or CLIENT's design guide during the design or construction phase.
 33. Value engineering design services after approval of the Design Development submission.
 34. Design of communications and security systems.

CIVIL:

35. Zoning application preparation.
36. Offsite utility or drainage plans.
37. Fiber Optic, or CATV design and coordination.
38. FEMA floodplain permitting or any flood studies.
39. Preparation of easements or dedication exhibits.
40. Filing fees, permit fees and sales tax.
41. Traffic engineering report or studies, Traffic Impact Analysis (TIA).
42. Design for relocation or adjustment of existing improvements or infrastructure.
43. Subsurface Utility Engineering.
44. SWPPP
45. Construction Inspections.
46. Construction Stakeout.
47. The Design Professional shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Design Professional, increase the Design Professional's risk or the availability or cost of his or her professional or general liability insurance.
48. This proposal includes the design of on-site facilities only. Design of any off-site utility or drainage facility extensions which may be required to serve the property are not included.

CONSTRUCTION ADMINISTRATION:

49. Construction staking.
50. Value Engineering Services are excluded.
51. Construction Administration Services beyond the scope of services described above is excluded.

ENVIRONMENTAL:

52. Right-of-entry coordination. It is assumed that the client will provide right-of-entry to the site(s) at notice to proceed.
53. Preparation of a jurisdictional determination request, nationwide permit PCN application, or an individual permit application.
54. Threatened & endangered species presence/absence surveys or formal coordination with TPWD or USFWS.
55. Preparation of an Antiquities Permit Application and scope of work, completion of archeological

surveys, including shovel testing and mechanical trenching, preparation of an archeological survey report, and curation.

- 56. Historical resources surveys (e.g., an architectural assessment) and NRHP/SAL eligibility assessment of historic-age structures/features identified within the study area and adjacent properties.
- 57. The documentation, removal, or repatriation of human burials encountered within the study area.

HYDROLOGIC/HYDRAULIC (H&H):

- 58. Hydrologic/hydraulic (H&H) services are excluded.

IRRIGATION:

- 59. Revisions to irrigation plans caused by CLIENT changes to landscape and/or hardscape plans after 90% submittal is excluded.

PERMITTING:

- 60. Payment of any fees including but not limited to permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.

PUBLIC ENGAGEMENT:

- 61. Public Engagement, such as public meetings or hearings, is excluded.
- 62. Communication with adjacent property owners, impacted stakeholders, and agencies are excluded.

STRUCTURAL:

- 63. Design and detailing of retaining walls.
- 64. Design and detailing of shade structures.
- 65. Design and detailing of any additional structures not listed above.
- 66. Changing the structural building materials (e.g. changing from a concrete masonry building to a light-gage, cold-formed steel building).
- 67. Structural design changes or structural redesign after the 60% client comments.
- 68. Design and detailing of foundations for any additional structures not listed above.
- 69. Value engineering design and consultation.
- 70. Structural support during permitting and bidding.
- 71. Structural site visits. If structural site visits are required during construction, CONSULTANT recommends performing this work through a time and materials contract.

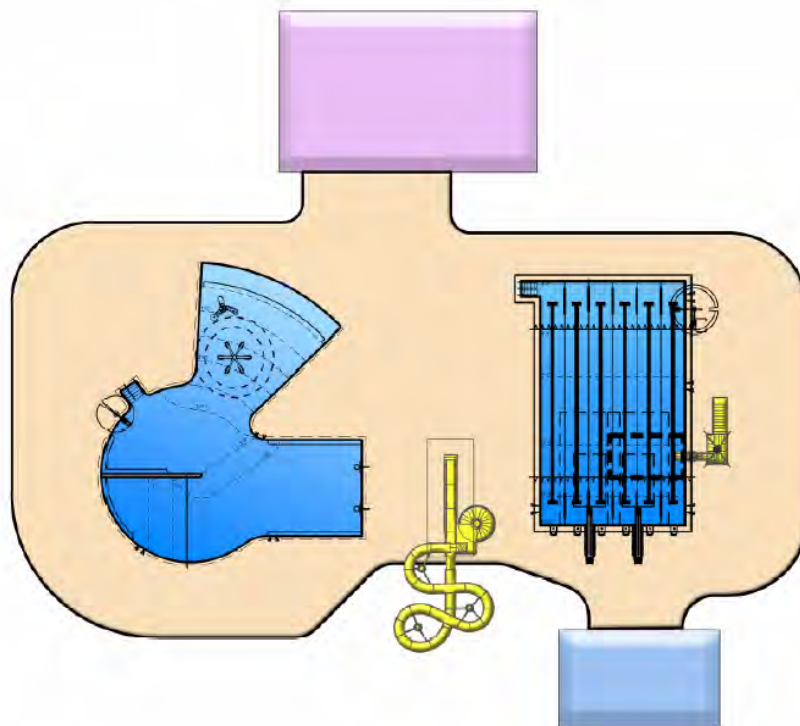
SURVEY:

- 72. Additional Survey Services for the Preparation of Easement or Right-of-Way Exhibits are excluded.
- 73. Field survey of area outside the identified project area is excluded.
- 74. Geospatial Survey Services are excluded.
- 75. Right of Entry preparation and coordination is excluded.
- 76. Boundary Research and Boundary Resolution Services are excluded.

UTILITIES:

- 77. Design of utilities outside of project limits is excluded.

PROJECT LOCATION AND APPROVED CONCEPT PLAN



PROJECT SCHEDULE

Preliminary project schedule is shown below and is anticipated to be approximately 14 months. Project schedule is subject to modifications due to delays, agency review turnaround time, etc. Modifications to this schedule will be communicated with the CLIENT as the project progresses. CONSULTANT is prepared to begin immediately upon receipt of an executed copy of this proposal.

- Programming and Concept Refinement – three (3) to four (4) weeks.
- Schematic Design services – four (4) to six (6) weeks.
- Design Development services – eight (8) to ten (10) weeks.
- Construction document services – seven (7) to nine (9) weeks.
- Construction phase services – anticipate seven (7) to nine (9) months.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 20, 2025

AGENDA ITEM CAPTION: Discuss Resolution 2025-17: (1) determining that a public necessity exists for the acquisition of permanent utility easements located on approximately eight (8) separate tracts of real property which are required for the construction of the Lockhart Square Utility Project to relocate existing electric utility infrastructure; (2) authorizing the City Manager to make offers for the acquisition of easements required for said Project and to expend an aggregate amount not to exceed \$260,000.00 to acquire said easements; (3) establishing certain procedures for acquisition; and (4) authorizing the City Manager to execute any documents in connection therewith.

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Brad Bullock

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The City's existing electric utility infrastructure located on the southern block of the downtown Lockhart Square currently provides power to approximately ten properties and their respective commercial and residential uses. A portion of the existing line, because of its location within the property lines of an active mixed-use infill development project, requires the removal of an existing utility pole and the subsequent installation of three new utility poles and all necessary appurtenances (transformers, wires, service lines, etc) to maintain electric service to existing customers and provide electric service to the new mixed-use project.

The seven utility easements identified during preliminary design of the electric utility relocation project involve approximately eight parcels for an estimated cumulative acquisition cost of \$260,000.00. Further, the acquisition of these permanent utility easements will permit the City access to maintain, operate, and replace existing and new electric, water, sewer, and/or drainage lines and facilities and other utilities, including but not limited to, telecommunication facilities, in the easement area.

This resolution would authorize the City Manager to pay just compensation to each Owner for the acquisition of an easement. The resolution establishes and defines "just compensation" to be an amount not to exceed the "Total Appraised Compensation" plus incremental amounts above the Total Appraised Compensation, as necessitated by the circumstances of each tract, for the acquisition of the easements from each Owner. If compensation for a single easement exceeds the City Manager's purchasing authority, then the acquisition of said easement will be brought back to City Council for separate approval. If an agreement cannot be reached on the acquisition of an easement, a request to initiate condemnation proceedings will be presented to the City Council.

PROJECT SCHEDULE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Resolution 2025 -17

RESOLUTION NO. 2025-17

A RESOLUTION BY THE CITY OF LOCKHART, TEXAS DETERMINING THAT A PUBLIC NECESSITY EXISTS TO ACQUIRE SEVEN UTILITY EASEMENTS FOR THE LOCKHART SQUARE PROJECT; AUTHORIZING THE CITY MANAGER TO MAKE OFFERS TO ACQUIRE THE EASEMENTS; ESTABLISHING CERTAIN PROCEDURES FOR ACQUISITION; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart, Texas (“City”) desires to acquire necessary utility easements to relocate public utilities in the Lockhart Square (“the Project”); and

WHEREAS, the needed improvements referenced above will require the City to purchase permanent utility easements.

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

1. The City Council of the City of Lockhart, Texas, hereby officially determines that there is a public necessity for, and the public welfare and convenience will be served by, the acquisition of permanent utility easements on approximately eight (8) separate tracts of real property which are required to (a) construct, reconstruct, and perpetually maintain, repair and operate electricity, water, sewer, and/or drainage lines and facilities and other utilities, including but not limited to, telecommunication facilities with all necessary appurtenances thereto, together with the right to make connections and such other construction and improvements incidental to the construction, maintenance, operation and repair of such lines, and (b) together with the right to use roads, driveways, and access ways and the right of ingress and egress at all times across the Easement Property; and

2. That the City Manager is authorized to make offers for the acquisition of the necessary easements in an aggregate amount not to exceed \$260,000 for the acquisition of the easements and to establish certain procedures for acquisition of these necessary easements.

3, That the City Council of the City of Lockhart, Texas, hereby establishes and defines “just compensation” to be an amount not to exceed the “Total Appraised Compensation” plus incremental amounts above the Total Appraised Compensation, as necessitated by the circumstances of each tract, for the acquisition of the easements from each Owner.

4. That the City Manager, or a person(s) acting on his behalf, is hereby authorized to pay just compensation to each Owner for the acquisition of an easement, all as described above, and to negotiate with each Owner on behalf of the City of Lockhart, for the Project.

5. That the City Manager may execute any documents in connection therewith, required to acquire a specific easement at just compensation.

6. That the City Manager shall submit to the City Council for approval of any easement for which the purchase amount exceeds the City Manager's purchasing authority.

7. That prior to initiating condemnation proceedings on any tract, the City Manager shall present to the City Council specific information regarding the tract, the appraised value, and the offer made to the owner and obtain authorization from the City Council to initiate condemnation proceedings.

8. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Signed this _____ day of _____, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 20, 2025

AGENDA ITEM CAPTION:

Discuss authorizing Resolution 2025-18 finding that five utility easements located on properties addressed as 215 S Commerce Street, 111 E Prairie Street, 110 E Market Street, 112 Market Street, 114 E Market Street, and 116 E Market Street, Lockhart, Caldwell County, Texas are necessary for the construction of the Lockhart Square Utility Project to relocate existing electric utility infrastructure and authorizing the use of eminent domain to condemn the easement interests pursuant to Government Code § 2206.053.

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Brad Bullock

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The City has completed the design phase for the Lockhart Square Utility Project. The project's design requires permanent utility easements from seven private property owners. Contract Land Staff (CLS) is the right of way services company assisting with this project. Appraisals for the easements have been conducted and offers have been made to each owner based on the appraisal report for each property. The City has reached agreements to acquire permanent utility easements from two property owners through purchase. Staff and CLS continue to negotiate with the remaining owners. The City has not been able to reach an agreement with five property owners for the remaining easement interests. Therefore, the City believes it is prudent to authorize the use of eminent domain for the easements located on the following properties:

1. 215 S COMMERCE ST/111 E PRAIRIE LEA ST, Lockhart, Texas, Caldwell County Tax Appraisal ID Nos. 45506 & 45508: A permanent utility easement, being a 0.023-acre tract of land, situated in the City of Lockhart, Caldwell County, Texas, being part of Lot 3 and Lot 5, Jack Pearce Subdivision, recorded in Cabinet B, Slide 31 of the Plat Records of Caldwell County, Texas, conveyed to Cynthia Alvares by Agreed Final Decree of Divorce recorded in Document No. 2017-005889 of the Official Public Records of Caldwell County, Texas (Exhibit A). Just compensation was determined by appraisal and the City, through CLS, made an initial offer on April 2, 2025, for the appraised amount. CLS was able to contact the property owner to discuss the offer. The property owner did not accept the initial offer and provided a counteroffer. However, despite good faith negotiations, an agreement could not be reached. A final offer was made on May 8th, 2025.
2. 110 E MARKET ST, Lockhart, Texas, Caldwell County Tax Appraisal ID No. 16886: A permanent utility easement, being a 0.013-acre tract of land, situated in the City of Lockhart, Caldwell County, Texas, being part of Lot 2, Block 13 of the Original Town of Lockhart, conveyed to 110 Market, LLC by Deed recorded in Document No. 2017-006076 of the Official Public Records of Caldwell County, Texas (Exhibit B). Just compensation was determined by appraisal and the City, through CLS, made an initial offer on April 1st, 2025 for the appraised

City of Lockhart, Texas

Council Agenda Item Cover Sheet

amount. CLS was able to contact the property owner to discuss the offer. The property owner did not accept the initial offer nor provide a counteroffer. However, despite good faith negotiations, an agreement could not be reached. A final offer was made on May 8th, 2025.

3. 112 MARKET ST, Lockhart, Texas, Caldwell County Tax Appraisal ID No. 16885: A permanent utility easement, being a 0.012-acre tract of land, situated in the City of Lockhart, Caldwell County, Texas, being out of that part of Lot 2, in Block 13 of the Original Town of Lockhart, conveyed to Patrick Davis by Deed recorded in Document No. 2018-000182 of the Official Public Records of Caldwell County, Texas (Exhibit C). Just compensation was determined by appraisal and the City, through CLS, made an initial offer on April 2, 2025, for the appraised amount. CLS was able to contact the property owner to discuss the offer. The property owner did not accept the initial offer nor provide a counteroffer. However, despite good faith negotiations, an agreement could not be reached. A final offer was made on May 8th, 2025.

4. 114 E MARKET ST, Lockhart, Texas, Caldwell County Tax Appraisal ID No. 16883: A permanent utility easement, being a 0.005-acre tract of land, situated in the City of Lockhart, Caldwell County, Texas, being part of Lot 2, Block 13 of the Original Town of Lockhart, conveyed to Ramon S. Mendez, Evangelina P. Mendez, Beatrice Ives Starks and Eric Jason Mendez, Co-Trustees of the Ramon and Evangeline Mendez Revocable Trust by Deed recorded in Document No. 2021-007261 of the Official Public Records of Caldwell County, Texas (Exhibit D). Just compensation was determined by appraisal and the City, through CLS, made an initial offer on April 2, 2025, for the appraised amount. CLS was able to contact the property owner to discuss the offer. The property owner did not accept the initial offer and provided a counteroffer. However, despite good faith negotiations, an agreement could not be reached. A final offer was made on May 8th, 2025.

5. 116 E MARKET ST, Lockhart, Texas, Caldwell County Tax Appraisal ID No. 16888: A permanent utility easement, being a 0.012-acre tract of land, situated in the City of Lockhart, Caldwell County, Texas, being part of Lot 3, Block 13 of the Original Town of Lockhart, conveyed to Robert Mendez, Sr. and Dora Mendez by Deed recorded in Document No. 2013-132022 of the Official Public Records of Caldwell County, Texas (Exhibit E). Just compensation was determined by appraisal and the City, through CLS, made an initial offer on April 2, 2025, for the appraised amount. CLS was able to contact the property owner to discuss the offer. The property owner did not accept the initial offer and provided a counteroffer. However, despite good faith negotiations, an agreement could not be reached. A final offer was made on May 8th, 2025.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Resolution 2025 -18

RESOLUTION NO. 2025-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, FINDING THAT FIVE UTILITY EASEMENTS LOCATED ON PROPERTIES ADDRESSED AS 215 S COMMERCE ST/111 E PRAIRIE LEA ST (PARCEL IDS 45506 & 45508), 110 E MARKET ST (PARCEL ID 16886), 112 MARKET ST (PARCEL ID 16885), 114 E MARKET ST (PARCEL ID 16883), AND 116 E MARKET ST (PARCEL ID 16888) IN LOCKHART, CALDWELL COUNTY, TEXAS ARE NECESSARY FOR THE CONSTRUCTION OF THE LOCKHART SQUARE UTILITY PROJECT; AUTHORIZING THE USE OF EMINENT DOMAIN TO CONDEMN THE EASEMENT INTERESTS PURSUANT TO GOVERNMENT CODE SECTION 2206.053; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City completed the design phase for the relocation of electrical utilities in Lockhart Square located in downtown Lockhart;

Whereas, the project's design requires permanent utility easements from seven private property owners;

Whereas, appraisals for the easements have been conducted and offers have been made to each owner based on the appraisal report for each property - the City has acquired or has reached agreements to acquire utility easements from two property owners through purchase;

Whereas, Staff continues to negotiate with the remaining five owners and the City has not been able to reach an agreement with the property owners for the remaining easement interests - therefore, the City believes it is prudent to authorize the use eminent domain for the utility easements located on the following properties:

1. 215 S COMMERCE ST/111 E PRAIRIE LEA ST, Lockhart, Texas, Caldwell County Tax Appraisal ID Nos. 45506 & 45508: Being a 0.023-acre tract of land, situated in the City of Lockhart, Caldwell County, Texas, being part of Lot 3 and Lot 5, Jack Pearce Subdivision, recorded in Cabinet B, Slide 31 of the Plat Records of Caldwell County, Texas, conveyed to Cynthia Alvares by Agreed Final Decree of Divorce recorded in Document No. 2017-005889 of the Official Public Records of Caldwell County, Texas (Exhibit A). Just compensation was determined by appraisal and the City made an initial offer on April 2, 2025 for the appraised amount. Despite good faith negotiations, an agreement could not be reached. A final offer was made on May 8th, 2025;

2. 110 E MARKET ST, Lockhart, Texas, Caldwell County Tax Appraisal ID No. 16886: Being a 0.013-acre tract of land, situated in the City of Lockhart, Caldwell County, Texas, being part of Lot 2, Block 13 of the Original Town of Lockhart, conveyed to 110 Market, LLC by Deed recorded in Document No. 2017-006076 of the Official Public Records of Caldwell County, Texas (Exhibit B). Just compensation was determined by appraisal and the City made an initial offer on April 1st, 2025 for the appraised amount. Despite good faith negotiations, an agreement could not be reached. A final offer was made on May 8th, 2025;
3. 112 MARKET ST, Lockhart, Texas, Caldwell County Tax Appraisal ID No. 16885: Being a 0.012-acre tract of land, situated in the City of Lockhart, Caldwell County, Texas, being out of that part of Lot 2, in Block 13 of the Original Town of Lockhart, conveyed to Patrick Davis by Deed recorded in Document No. 2018-000182 of the Official Public Records of Caldwell County, Texas (Exhibit C). Just compensation was determined by appraisal and the City made an initial offer on April 2, 2025 for the appraised amount. Despite good faith negotiations, an agreement could not be reached. A final offer was made on May 8th, 2025;
4. 114 E MARKET ST, Lockhart, Texas, Caldwell County Tax Appraisal ID No. 16883: Being a 0.005-acre tract of land, situated in the City of Lockhart, Caldwell County, Texas, being part of Lot 2, Block 13 of the Original Town of Lockhart, conveyed to Ramon S. Mendez, Evangelina P. Mendez, Beatrice Ives Starks and Eric Jason Mendez, Co-Trustees of the Ramon and Evangeline Mendez Revocable Trust by Deed recorded in Document No. 2021-007261 of the Official Public Records of Caldwell County, Texas (Exhibit D). Just compensation was determined by appraisal and the City made an initial offer on April 2, 2025 for the appraised amount. Despite good faith negotiations, an agreement could not be reached. A final offer was made on May 8th, 2025; and
5. 116 E MARKET ST, Lockhart, Texas, Caldwell County Tax Appraisal ID No. 16888: Being a 0.012-acre tract of land, situated in the City of Lockhart, Caldwell County, Texas, being part of Lot 3, Block 13 of the Original Town of Lockhart, conveyed to Robert Mendez, Sr. and Dora Mendez by Deed recorded in Document No. 2013-132022 of the Official Public Records of Caldwell County, Texas (Exhibit E). Just compensation was determined by appraisal and the City made an initial offer on April 2, 2025 for the appraised amount. Despite good faith negotiations, an agreement could not be reached. A final offer was made on May 8th, 2025.

Whereas, Staff recommends Council find that five utility easements located on properties addressed as 215 S COMMERCE ST/111 E PRAIRIE LEA ST (PARCEL IDS 45506 & 45508), 110 E MARKET ST (PARCEL ID 16886), 112 MARKET ST (PARCEL ID 16885), 114 E MARKET ST (PARCEL ID 16883), AND 116 E MARKET ST (PARCEL ID 16888), Lockhart, Caldwell County, Texas are necessary for the relocation of electrical utilities in Lockhart Square in downtown Lockhart, as well as authorize the use of eminent domain to condemn the easement interests pursuant to Government Code § 2206.053;

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Lockhart, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council finds that five utility easements located on properties addressed as 215 S COMMERCE ST/111 E PRAIRIE LEA ST (PARCEL IDS 45506 & 45508), 110 E MARKET ST (PARCEL ID 16886), 112 MARKET ST (PARCEL ID 16885), 114 E MARKET ST (PARCEL ID 16883), AND 116 E MARKET ST (PARCEL ID 16888), Lockhart, Caldwell County, Texas are necessary for the relocation of electrical utilities in Lockhart Square in downtown Lockhart, authorizes the use of eminent domain to condemn the easement interests pursuant to Government Code § 2206.053, and authorizes the City Manager, or his designee, after approval as to form by the City Attorney's Office, to execute any necessary documents.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the _____ day of _____, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary



EXHIBIT A

📍 P.O. BOX 992 | 6477 FM 311, SPRING BRANCH, TX 78070
🔗 WWW.SHERWOODSURVEYING.COM
🔍 TBPELS FIRM #10044200

FIELDNOTE DESCRIPTION 0.023 ACRE ELECTRIC EASEMENT

BEING A 0.023 ACRE TRACT OF LAND SITUATED IN THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS, BEING PART OF LOT 3 AND LOT 5, JACK PEARCE SUBDIVISION, RECORDED IN CABINET B, SLIDE 31 OF THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS, CONVEYED TO CYNTHIA ALVAREZ BY AGREED FINAL DECREE OF DIVORCE RECORDED IN DOCUMENT No. 2017-005889 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS; SAID 0.023 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (GRID COORDINATES N:13871201.16 E:2389572.99), SITUATED IN THE WESTERLY RIGHT OF WAY LINE OF SOUTH COMMERCE STREET (69.45' R.O.W.), COMMON WITH THE EASTERLY BOUNDARY LINE OF SAID LOT 3, BEING THE SOUTHEASTERLY CORNER OF A 15' ALLEY DEDICATED TO THE CITY OF LOCKHART BY SAID JACK PEARCE SUBDIVISION PLAT, AND THE NORTHEASTERLY CORNER OF SAID LOT 3, FOR THE NORTHEASTERLY CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, S 11° 17' 36" E, ALONG THE WESTERLY RIGHT OF WAY LINE OF SOUTH COMMERCE STREET, COMMON WITH THE EASTERLY BOUNDARY LINE OF SAID LOT 3, A DISTANCE OF 7.52 FEET TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 78° 42' 24" W, INTO AND ACROSS SAID LOT 3 AND LOT 5, A DISTANCE OF 132.15 FEET TO THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SITUATED IN THE WESTERLY BOUNDARY LINE OF SAID LOT 5, COMMON WITH THE EASTERLY BOUNDARY LINE OF THAT TRACT CONVEYED AS "PARCEL 3" TO GASLIGHT-BAKER THEATRE BY DEED RECORDED IN VOLUME 527, PAGE 550 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY;

THENCE, N 11° 17' 36" W, ALONG SAID COMMON BOUNDARY LINE, A DISTANCE OF 7.52 FEET TO THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SITUATED IN THE SOUTHERLY BOUNDARY LINE OF THAT TRACT OF LAND CONVEYED TO 110 MARKET LLC BY DEED RECORDED IN DOCUMENT No. 2017-006076 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, BEING THE NORTHWESTERLY CORNER OF SAID LOT 5, THE NORTHEASTERLY CORNER OF SAID GASLIGHT-THEATRE TRACT;

THENCE, N 78° 42' 24" E, ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 5 AND LOT 3, JACK PEARCE SUBDIVISION, A DISTANCE OF 132.15 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.023 ACRES OF LAND, MORE OR LESS.



EXHIBIT A

A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS NAD 83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

5/15/2024

RICHARD A. GOODWIN DATE
R.P.L.S. 4069 STATE OF TEXAS
PROJECT NO. 24GS025

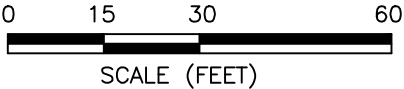


EXHIBIT A

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- C.M. CONTROLLING MONUMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 11°17'36" E	7.52'
L2	S 78°42'24" W	132.15'
L3	N 11°17'36" W	7.52'
L4	N 78°42'24" E	132.15'



P.O.B.
N:13871201.16
E:2389572.99
(GRID)

SOUTH COMMERCE ST.
(69.45' R.O.W.)

ELECTRIC EASEMENT
0.023 AC.

LEGAL DESCRIPTION

BEING A 0.023 ACRE TRACT OF LAND SITUATED IN THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS, BEING PART OF LOT 3 AND LOT 5, JACK PEARCE SUBDIVISION, RECORDED IN CABINET B, SLIDE 31 OF THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS, CONVEYED TO CYNTHIA ALVAREZ BY AGREED FINAL DECREE OF DIVORCE RECORDED IN DOCUMENT No. 2017-005889 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS.

SURVEYOR NOTES:

THIS BOUNDARY SURVEY WAS COMPLETED WITHOUT ADDITIONAL RESEARCH TO DETERMINE IF OTHER MATTERS OF RECORD, IF ANY, MIGHT AFFECT THIS PROPERTY, SUCH AS EASEMENTS, SETBACKS, OR OTHER ENCUMBRANCES.

BASIS OF BEARING IS NAD83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE

DATE OF FIELDWORK: 4/22/2024



SHERWOOD SURVEYING & S.U.E.
UTILITIES | RESIDENTIAL | COMMERCIAL | INDUSTRIAL
6477 FM 311, P.O. BOX 992 TBPCLS FIRM#10044200
SPRING BRANCH, TEXAS 78070
PHONE (830) 228-5788 FAX (830) 885-2170

DATE: 5/7/2024 DRAWN BY: VLH PROJECT No. 24GS025



SURVEYORS CERTIFICATE

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, REGISTRATION NUMBER 4069, HEREBY STATE THAT DURING THE MONTH OF APRIL, 2024, A SURVEY OF THE REAL PROPERTY SHOWN HEREON WAS MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Richard A. Goodwin 5/15/2024
RICHARD A. GOODWIN DATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4069



EXHIBIT B

📍 P.O. BOX 992 | 6477 FM 311, SPRING BRANCH, TX 78070
🔗 WWW.SHERWOODSURVEYING.COM
🔍 TBPELS FIRM #10044200

FIELDNOTE DESCRIPTION 0.013 ACRE ELECTRIC EASEMENT

BEING A 0.013 ACRE TRACT OF LAND SITUATED IN THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS, BEING PART OF LOT 2, BLOCK 13 OF THE ORIGINAL TOWN OF LOCKHART, CONVEYED TO 110 MARKET LLC BY DEED RECORDED IN DOCUMENT No. 2017-006076 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS; SAID 0.013 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (GRID COORDINATES N:13871172.06 E:2389427.26), BEING THE SOUTHWESTERLY CORNER OF SAID 110 MARKET LLC TRACT AND THE SOUTHEASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO THE COUNTY OF CALDWELL BY DEED RECORDED IN VOLUME 379, PAGE 248 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, SITUATED IN THE NORTHERLY BOUNDARY LINE OF THAT TRACT OF LAND CONVEYED AS "PARCEL 2" TO GASLIGHT-BAKER THEATRE BY DEED RECORDED IN VOLUME 527, PAGE 550 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, FOR THE SOUTHWESTERLY CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, N 11° 17' 36" W, ALONG THE EASTERLY BOUNDARY LINE OF SAID COUNTY OF CALDWELL TRACT, COMMON WITH THE WESTERLY BOUNDARY LINE OF SAID 110 MARKET LLC TRACT, A DISTANCE OF 22.54 FEET TO THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 78° 43' 06" E, INTO AND ACROSS SAID 110 MARKET LLC TRACT, A DISTANCE OF 25.03 FEET TO THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SITUATED IN THE WESTERLY BOUNDARY LINE OF THAT TRACT CONVEYED TO PATRICK DAVIS BY DEED RECORDED IN DOCUMENT No. 2018-000182 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, COMMON WITH THE EASTERLY BOUNDARY LINE OF SAID 110 MARKET LLC TRACT;

THENCE, S 11° 17' 36" E, ALONG SAID COMMON BOUNDARY LINE, A DISTANCE OF 22.53 FEET TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, BEING THE SOUTHEASTERLY CORNER OF SAID 110 MARKET LLC TRACT AND THE SOUTHWESTERLY CORNER OF SAID PATRICK DAVIS TRACT, SITUATED IN THE NORTHERLY BOUNDARY LINE OF LOT 5, JACK PEARCE SUBDIVISION RECORDED IN CABINET B, SLIDE 31 OF THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS;



EXHIBIT B

THENCE, S 78° 42' 15" W, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID 110 MARKET LLC TRACT, A DISTANCE OF 25.03 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.013 ACRES OF LAND, MORE OR LESS.

A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS NAD 83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

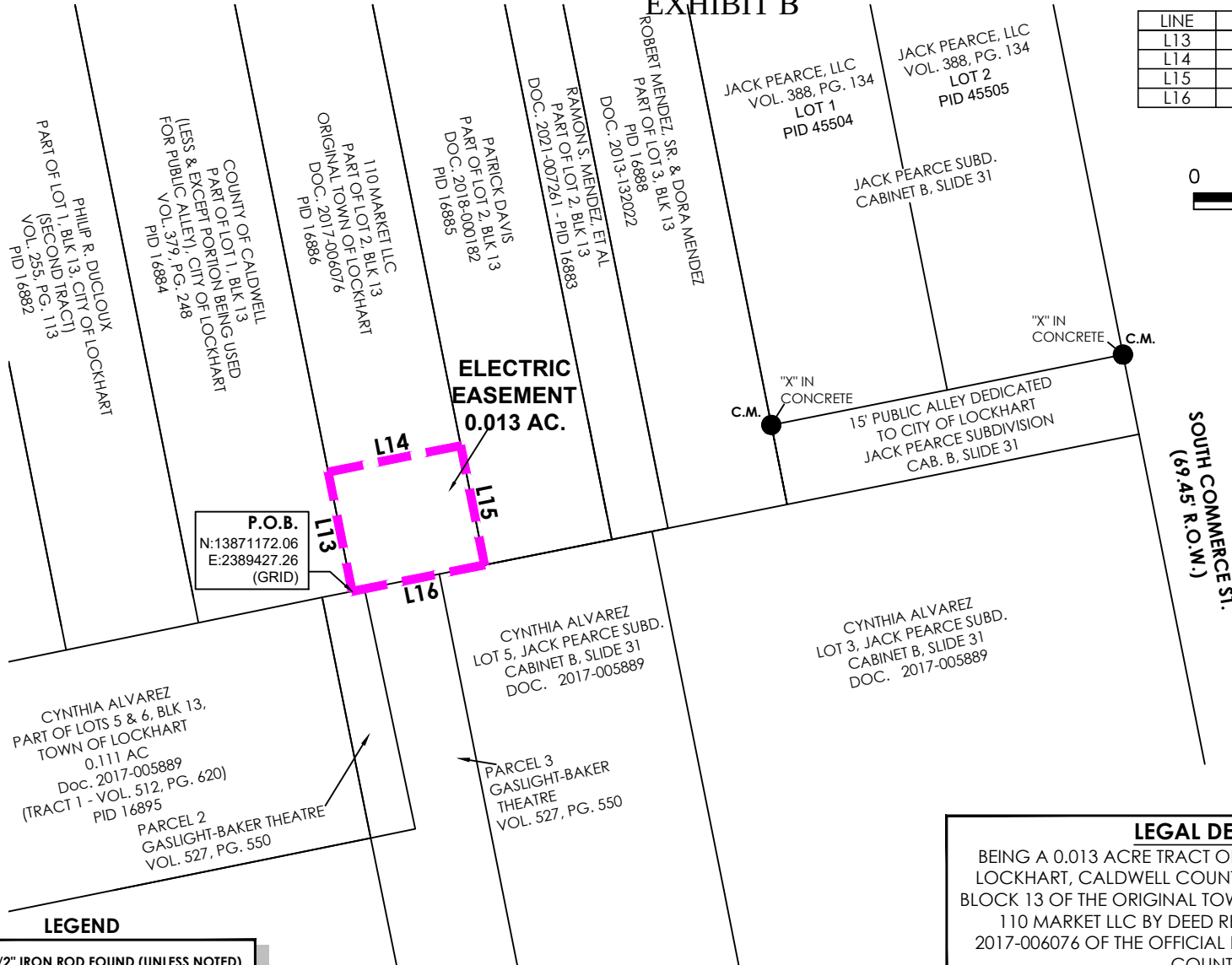
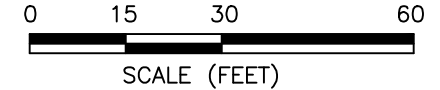
 5/15/2024

RICHARD A. GOODWIN DATE
R.P.L.S. 4069 STATE OF TEXAS
PROJECT NO. 24GS025



EXHIBIT B

LINE TABLE		
LINE	BEARING	DISTANCE
L13	N 11°17'36" W	22.54'
L14	N 78°43'06" E	25.03'
L15	S 11°17'36" E	22.53'
L16	S 78°42'15" W	25.03'



LEGAL DESCRIPTION

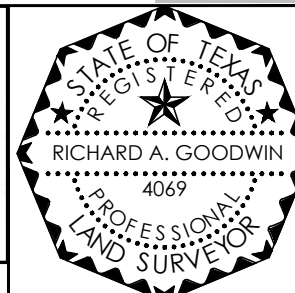
BEING A 0.013 ACRE TRACT OF LAND SITUATED IN THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS, BEING PART OF LOT 2, BLOCK 13 OF THE ORIGINAL TOWN OF LOCKHART, CONVEYED TO 110 MARKET LLC BY DEED RECORDED IN DOCUMENT No. 2017-006076 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS.

SURVEYORS CERTIFICATE

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, REGISTRATION NUMBER 4069, HEREBY STATE THAT DURING THE MONTH OF APRIL, 2024, A SURVEY OF THE REAL PROPERTY SHOWN HEREON WAS MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Richard A. Goodwin 5/14/2024
RICHARD A. GOODWIN DATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4069

SHERWOOD SURVEYING & S.U.E.
UTILITIES | RESIDENTIAL | COMMERCIAL | INDUSTRIAL
6477 FM 311, P.O. BOX 992 TBPELS FIRM#10044200
SPRING BRANCH, TEXAS 78070
PHONE (830) 228-5788 FAX (830) 885-2170



DATE: 5/7/2024 DRAWN BY: VLH PROJECT No. 24GS025



EXHIBIT C

📍 P.O. BOX 992 | 6477 FM 311, SPRING BRANCH, TX 78070
🔗 WWW.SHERWOODSURVEYING.COM
🔵 TBPELS FIRM #10044200

FIELDNOTE DESCRIPTION 0.012 ACRE ELECTRIC EASEMENT

BEING A 0.012 ACRE TRACT OF LAND SITUATED IN THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS, BEING OUT OF THAT PART OF LOT 2 IN BLOCK 13 OF THE ORIGINAL TOWN OF LOCKHART, CONVEYED TO PATRICK DAVIS BY DEED RECORDED IN DOCUMENT 2018-000182 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS; SAID 0.012 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (GRID COORDINATES N:13871176.96 E:2389451.81) BEING THE SOUTHWESTERLY CORNER OF SAID PATRICK DAVIS TRACT AND SOUTHEASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO 110 MARKET LLC BY DEED RECORDED IN DOCUMENT No. 2017-006076 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, SITUATED IN THE NORTHERLY BOUNDARY LINE OF LOT 5, JACK PEARCE SUBDIVISION RECORDED IN CABINET B, SLIDE 31 OF THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS, FOR THE SOUTHWESTERLY CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, N 11° 17' 36" W, ALONG THE EASTERLY BOUNDARY LINE OF SAID 110 MARKET LLC TRACT, COMMON WITH THE WESTERLY BOUNDARY LINE OF SAID PATRICK DAVIS TRACT, A DISTANCE OF 22.53 FEET TO THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 78° 43' 06" E, INTO AND ACROSS SAID PATRICK DAVIS TRACT, A DISTANCE OF 24.03 FEET TO THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SITUATED IN THE WESTERLY BOUNDARY LINE OF THAT TRACT OF LAND CONVEYED TO RAMON S. MENDEZ, EVANGELINA P. MENDEZ, BEATRICE IVES STARKS AND ERIC JASON MENDEZ, CO-TRUSTEES OF THE RAMON AND EVANGELINE MENDEZ REVOCABLE TRUST BY DEED RECORDED IN DOCUMENT No. 2021-007261 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, COMMON WITH THE EASTERLY BOUNDARY OF SAID PATRICK DAVIS TRACT;

THENCE, S 11° 17' 36" E, ALONG SAID COMMON BOUNDARY LINE, A DISTANCE OF 22.53 FEET TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, BEING THE SOUTHEASTERLY CORNER OF SAID PATRICK DAVIS TRACT AND THE SOUTHWESTERLY CORNER OF SAID RAMON S. MENDEZ, EVANGELINA P. MENDEZ, BEATRICE IVES STARKS AND ERIC JASON MENDEZ, CO-TRUSTEES OF THE RAMON AND EVANGELINE MENDEZ REVOCABLE TRUST TRACT, SITUATED IN THE NORTHERLY BOUNDARY LINE OF SAID LOT 5, JACK PEARCE SUBDIVISION;



EXHIBIT C

THENCE, S 78° 42' 24" W, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PATRICK DAVIS TRACT, COMMON WITH THE NORTHERLY BOUNDARY LINE OF SAID LOT 5, JACK PEARCE SUBDIVISION, A DISTANCE OF 24.03 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.012 ACRES OF LAND, MORE OR LESS.

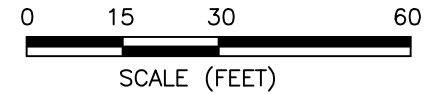
A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS NAD 83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

 5/15/2024
RICHARD A. GOODWIN DATE
R.P.L.S. 4069 STATE OF TEXAS
PROJECT NO. 24GS025



EXHIBIT C



SOUTH COMMERCE ST.
(69.45' R.O.W.)

LINE TABLE		
LINE	BEARING	DISTANCE
L17	N 11°17'36" W	22.53'
L18	N 78°43'06" E	24.03'
L19	S 11°17'36" E	22.53'
L20	S 78°42'24" W	24.03'

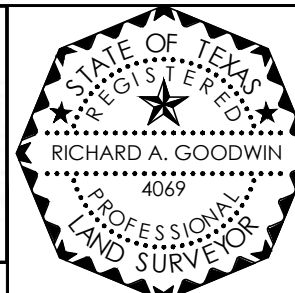
LEGAL DESCRIPTION

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SURVEYORS CERTIFICATE

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, REGISTRATION NUMBER 4069, HEREBY STATE THAT DURING THE MONTH OF APRIL, 2024, A SURVEY OF THE REAL PROPERTY SHOWN HEREON WAS MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Richard A. Goodwin 5/15/2024
RICHARD A. GOODWIN DATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4069



DATE: 5/7/2024 DRAWN BY: VLH PROJECT No. 24GS025

LEGEND

● 1/2" IRON ROD FOUND (UNLESS NOTED)
C.M. CONTROLLING MONUMENT

SURVEYOR NOTES:

THIS BOUNDARY SURVEY WAS COMPLETED WITHOUT ADDITIONAL RESEARCH TO DETERMINE IF OTHER MATTERS OF RECORD, IF ANY, MIGHT AFFECT THIS PROPERTY, SUCH AS EASEMENTS, SETBACKS, OR OTHER ENCUMBRANCES.

BASIS OF BEARING IS NAD83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE

DATE OF FIELDWORK: 4/22/2024

**ELECTRIC
EASEMENT
0.012 AC.**

P.O.B.
N:13871176.96
E:2389451.81
(GRID)

CYNTHIA ALVAREZ
LOT 5, JACK PEARCE SUBD.
CABINET B, SLIDE 31
DOC. 2017-005889

PARCEL 3
GASLIGHT-BAKER
THEATRE
VOL. 527, PG. 550

CYNTHIA ALVAREZ
PART OF LOTS 5 & 6, BLK 13,
TOWN OF LOCKHART
0.111 AC
Doc. 2017-005889
(TRACT 1 - VOL. 512, PG. 620)
PID 16895

PARCEL 2
GASLIGHT-BAKER THEATRE
VOL. 527, PG. 550

1110 MARKET LLC
PART OF LOT 2, BLK 13
ORIGINAL TOWN OF LOCKHART
DOC. 2017-006076
PID 16886

PATRICK DAVIS
PART OF LOT 2, BLK 13
DOC. 2018-000182
PID 16885

RAMON S. MENDEL ET AL
PART OF LOT 2, BLK 13
DOC. 2021-007261 - PID 16883

ROBERT MENDEL, SR. & DORA MENDEL
PART OF LOT 3, BLK 13
PID 16888
DOC. 2013-132022

JACK PEARCE, LLC
VOL. 388, PG. 134
LOT 1
PID 45504

JACK PEARCE SUBD.
CABINET B, SLIDE 31

"X" IN
CONCRETE C.M.

"X" IN
CONCRETE C.M.

15' PUBLIC ALLEY DEDICATED
TO CITY OF LOCKHART
JACK PEARCE SUBDIVISION
CAB. B, SLIDE 31



EXHIBIT D

📍 P.O. BOX 992 | 6477 FM 311, SPRING BRANCH, TX 78070
🔗 WWW.SHERWOODSURVEYING.COM
🔴 TBPELS FIRM #10044200

FIELDNOTE DESCRIPTION 0.005 ACRE ELECTRIC EASEMENT

BEING A 0.005 ACRE TRACT OF LAND SITUATED IN THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS, BEING PART OF LOT 2, BLOCK 13 OF THE ORIGINAL TOWN OF LOCKHART, BEING CONVEYED TO RAMON S. MENDEZ, EVANGELINA P. MENDEZ, BEATRICE IVES STARKS AND ERIC JASON MENDEZ, CO-TRUSTEES OF THE RAMON AND EVANGELINE MENDEZ REVOCABLE TRUST BY DEED RECORDED IN DOCUMENT 2021-007261 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS; SAID 0.005 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER (GRID COORDINATES N: 13871183.74 E: 2389485.76) OF SAID RAMON S. MENDEZ, EVANGELINA P. MENDEZ, BEATRICE IVES STARKS AND ERIC JASON MENDEZ, CO-TRUSTEES OF THE RAMON AND EVANGELINE MENDEZ REVOCABLE TRUST, BEING THE SOUTHWESTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO ROBERT MENDEZ, SR. AND DORA MENDEZ BY DEED RECORDED IN DOCUMENT 2013-132022 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, AND SITUATED IN THE NORTHERLY BOUNDARY LINE OF LOT 3, JACK PEARCE SUBDIVISION RECORDED IN CABINET B, SLIDE 31 OF THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS, FOR THE SOUTHEASTERLY CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, S 78° 43' 36" W, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID RAMON S. MENDEZ, ET AL TRACT, COMMON PARTLY WITH THE NORTHERLY BOUNDARY LINES OF LOT 3 AND LOT 5 OF SAID JACK PEARCE SUBDIVISION, A DISTANCE OF 10.60 FEET TO THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, BEING THE SOUTHWESTERLY CORNER OF SAID RAMON S. MENDEZ, ET AL, TRACT, AND THE SOUTHEASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO PATRICK DAVIS BY DEED RECORDED IN DOCUMENT No. 2018-000182 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY;

THENCE, N 11° 17' 36" W, ALONG THE EASTERLY BOUNDARY LINE OF SAID PATRICK DAVIS TRACT, COMMON WITH THE WESTERLY BOUNDARY LINE OF SAID RAMON S. MENDEZ, ET AL, TRACT, A DISTANCE OF 22.52 FEET TO THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 78° 43' 06" E, INTO AND ACROSS SAID RAMON S. MENDEZ, ET AL, TRACT, A DISTANCE OF 10.60 FEET TO THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SITUATED IN THE EASTERLY BOUNDARY LINE OF SAID RAMON S. MENDEZ, ET AL, TRACT, COMMON WITH THE WESTERLY BOUNDARY LINE OF SAID ROBERT MENDEZ, SR. AND DORA MENDEZ TRACT;



EXHIBIT D

THENCE, S 11° 17' 36" E, ALONG SAID COMMON BOUNDARY LINE, A DISTANCE OF 22.53 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.005 ACRES OF LAND, MORE OR LESS.

A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS NAD 83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

5/15/2024

RICHARD A. GOODWIN DATE
R.P.L.S. 4069 STATE OF TEXAS
PROJECT NO. 24GS025

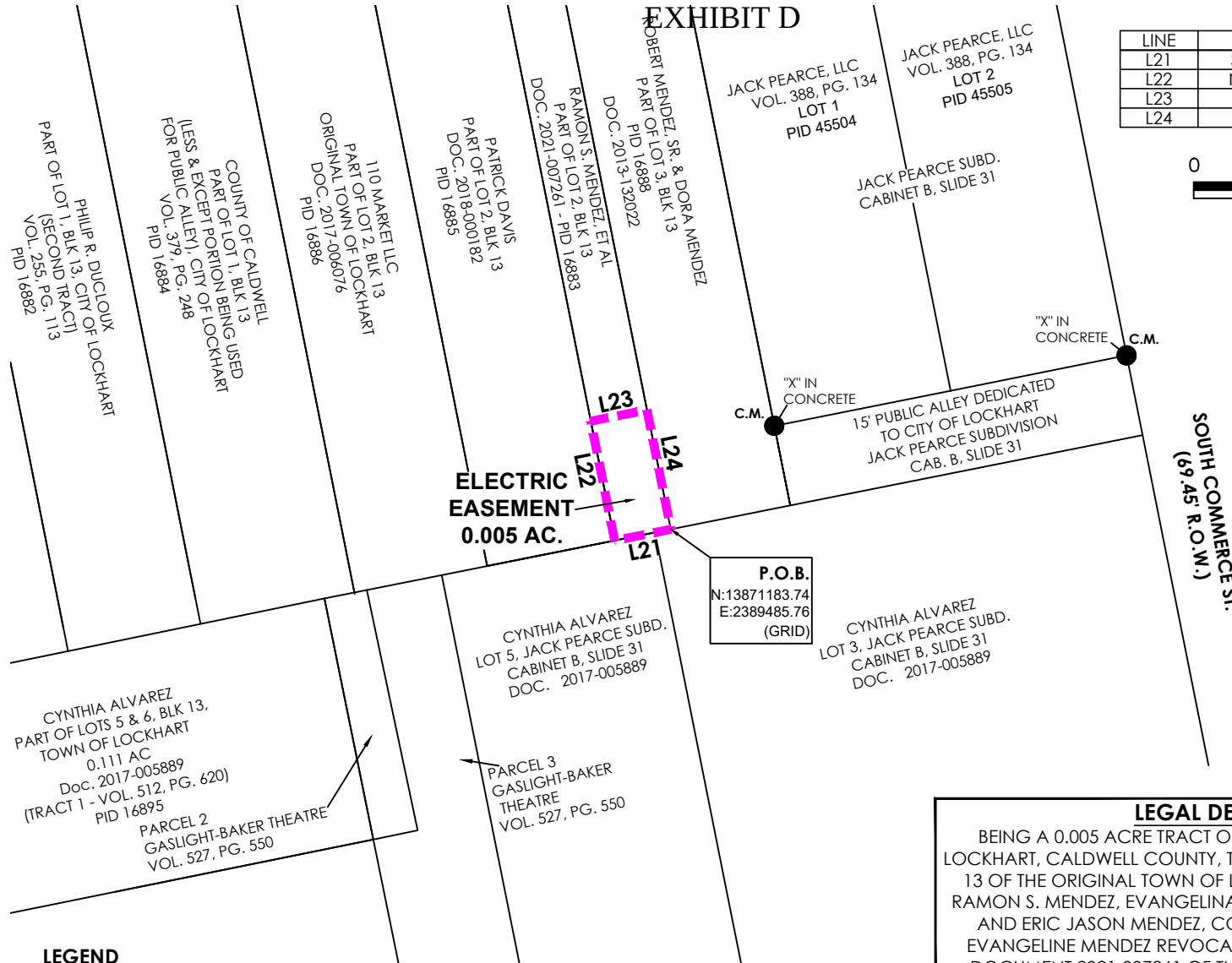


EXHIBIT D

LINE TABLE		
LINE	BEARING	DISTANCE
L21	S 78°43'36" W	10.60'
L22	N 11°17'36" W	22.52'
L23	N 78°43'06" E	10.60'
L24	S 11°17'36" E	22.53'

0 15 30 60

SCALE (FEET)



**ELECTRIC
EASEMENT
0.005 AC.**

15' PUBLIC ALLEY DEDICATED
TO CITY OF LOCKHART
JACK PEARCE SUBDIVISION
CAB. B. SLIDE 31

SOUTH COMMERCE ST.
(69.45 R.O.W.)

P.O.B.
N:13871183.74
E:2389485.76
(GRID)

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- C.M. CONTROLLING MONUMENT

SURVEYOR NOTES:

THIS BOUNDARY SURVEY WAS COMPLETED WITHOUT ADDITIONAL RESEARCH TO DETERMINE IF OTHER MATTERS OF RECORD, IF ANY, MIGHT AFFECT THIS PROPERTY, SUCH AS EASEMENTS, SETBACKS, OR OTHER ENCUMBRANCES.

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DATE OF FIELDWORK: 4/22/2024



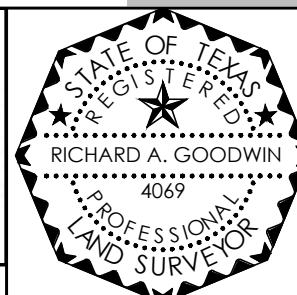
**SHERWOOD
SURVEYING & S.U.E.**

UTILITIES | RESIDENTIAL | COMMERCIAL | INDUSTRIAL
6477 FM 311, P.O. BOX 992 TBPELS FIRM#10044200
SPRING BRANCH, TEXAS 78070
PHONE (830) 228-5788 FAX (830) 885-2170

DATE: 5/7/2024

DRAWN BY: VLH

PROJECT No. 24GS025



LEGAL DESCRIPTION

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SURVEYORS CERTIFICATE

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, REGISTRATION NUMBER 4069, HEREBY STATE THAT DURING THE MONTH OF APRIL, 2024, A SURVEY OF THE REAL PROPERTY SHOWN HEREON WAS MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Richard A. Goodwin 5/15/2024
RICHARD A. GOODWIN DATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4069



EXHIBIT E

📍 P.O. BOX 992 | 6477 FM 311, SPRING BRANCH, TX 78070
🔗 WWW.SHERWOODSURVEYING.COM
🔴 TBPELS FIRM #10044200

FIELDNOTE DESCRIPTION 0.012 ACRE ELECTRIC EASEMENT

BEING A 0.012 ACRE TRACT OF LAND SITUATED IN THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS, BEING PART OF LOT 3, BLOCK 13 OF THE ORIGINAL TOWN OF LOCKHART, BEING CONVEYED TO ROBERT MENDEZ, SR. AND DORA MENDEZ BY DEED RECORDED IN DOCUMENT 2013-132022 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS; SAID 0.012 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER (GRID COORDINATES N:13871183.74 E:2389485.76) OF SAID ROBERT MENDEZ, SR, AND DORA MENDEZ TRACT, BEING THE SOUTHEASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO RAMON S. MENDEZ, EVANGELINA P. MENDEZ, BEATRICE IVES STARKS AND ERIC JASON MENDEZ, CO-TRUSTEES OF THE RAMON AND EVANGELINE MENDEZ REVOCABLE TRUST BY DEED RECORDED IN DOCUMENT 2021-007261 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY TRACT, FOR THE SOUTHWESTERLY CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, N 11° 17' 36" W, ALONG THE EASTERLY BOUNDARY LINE OF SAID RAMON S. MENDEZ, EVANGELINA P. MENDEZ, BEATRICE IVES STARKS AND ERIC JASON MENDEZ, CO-TRUSTEES OF THE RAMON AND EVANGELINE MENDEZ REVOCABLE TRUST TRACT, COMMON WITH THE WESTERLY BOUNDARY LINE OF SAID ROBERT MENDEZ, SR, AND DORA MENDEZ TRACT, A DISTANCE OF 22.53 FEET TO THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 78° 43' 06" E, INTO AND ACROSS SAID ROBERT MENDEZ, SR. AND DORA MENDEZ TRACT, A DISTANCE OF 22.53 FEET TO THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SITUATED IN THE WESTERLY BOUNDARY LINE OF LOT 1, JACK PEARCE SUBDIVISION RECORDED IN CABINET B, SLIDE 31 OF THE PLAT RECORDS OF CALDWELL COUNTY, COMMON WITH THE EASTERLY BOUNDARY LINE OF SAID ROBERT MENDEZ, SR. AND DORA MENDEZ TRACT;

THENCE, S 11° 17' 36" E, ALONG THE EASTERLY BOUNDARY LINE OF SAID ROBERT MENDEZ, SR. AND DORA MENDEZ TRACT, COMMON PARTLY WITH THE WESTERLY BOUNDARY LINE OF SAID LOT 1 AND PARTLY COMMON WITH THE WESTERLY BOUNDARY LINE OF A 15' ALLEY DEDICATED TO THE CITY OF LOCKHART BY SAID JACK PEARCE SUBDIVISION PLAT, A DISTANCE OF 22.52 FEET TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, BEING THE SOUTHEASTERLY CORNER OF SAID ROBERT MENDEZ, SR. AND DORA MENDEZ TRACT AND THE SOUTHWESTERLY CORNER OF SAID 15' ALLEY, SITUATED IN THE NORTHERLY BOUNDARY LINE OF LOT 3 OF SAID JACK PEARCE SUBDIVISION;

THENCE, S 78° 42' 24" W, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ROBERT MENDEZ, SR. AND DORA MENDEZ TRACT, COMMON WITH THE NORTHERLY BOUNDARY LINE OF SAID LOT 3, JACK PEARCE SUBDIVISION, A DISTANCE OF 22.53 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.012 ACRES OF LAND, MORE OR LESS.



EXHIBIT E

A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS NAD 83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

 2/13/2025

RICHARD A. GOODWIN DATE
R.P.L.S. 4069 STATE OF TEXAS
PROJECT NO. 24GS025



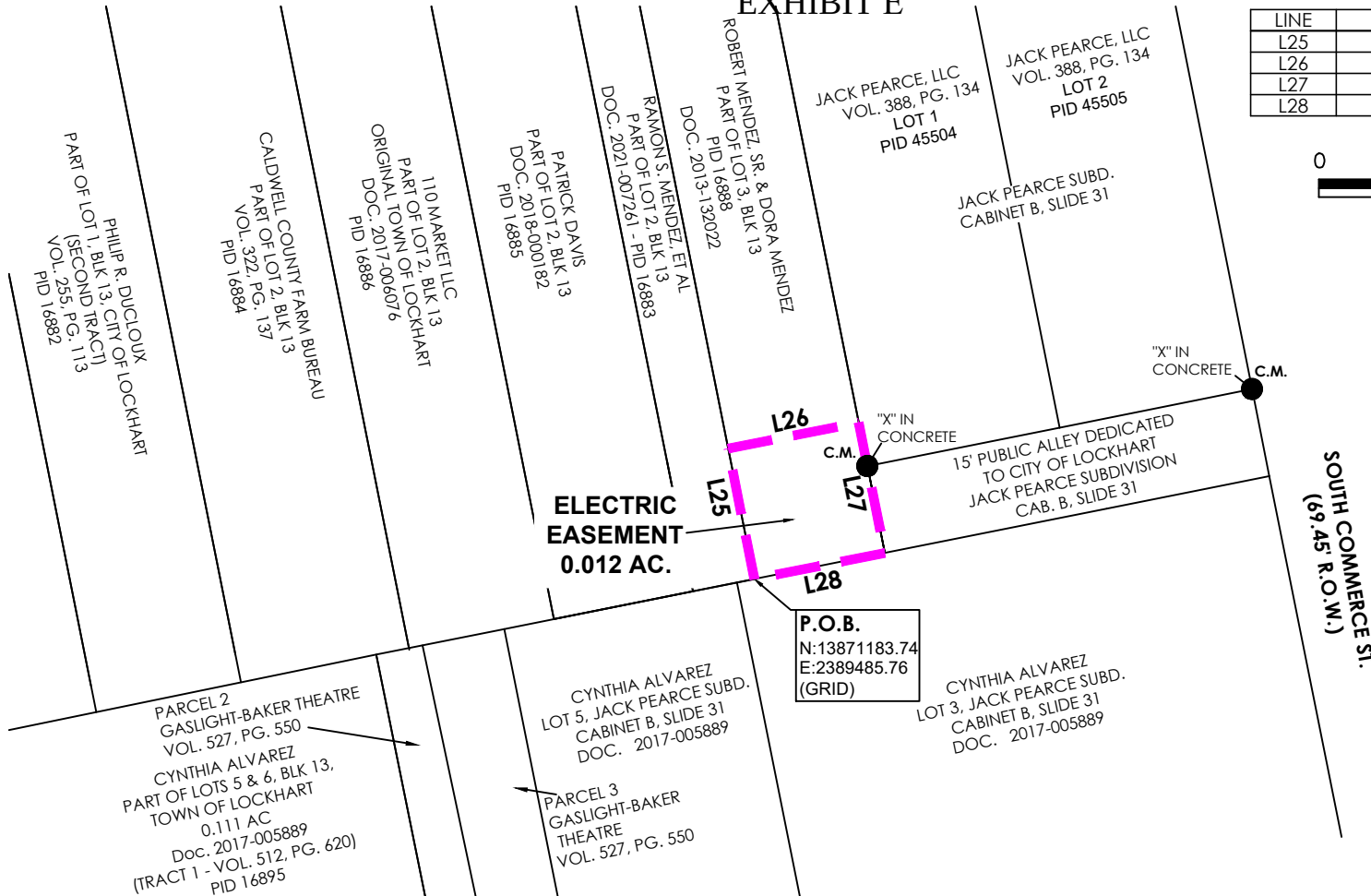
EXHIBIT E

LINE TABLE

LINE	BEARING	DISTANCE
L25	N 11°17'36" W	22.53'
L26	N 78°43'06" E	22.53'
L27	S 11°17'36" E	22.52'
L28	S 78°42'24" W	22.53'

0 15 30 60

SCALE (FEET)



LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- C.M. CONTROLLING MONUMENT

SURVEYOR NOTES:

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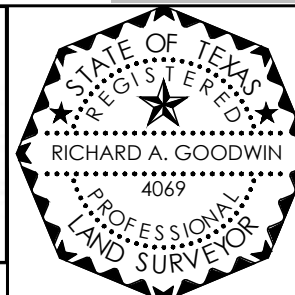
DATE OF FIELDWORK: 4/22/2024

**SHERWOOD
SURVEYING & S.U.E.**
UTILITIES | RESIDENTIAL | COMMERCIAL | INDUSTRIAL
6477 FM 311, P.O. BOX 992 TBPELS FIRM#10044200
SPRING BRANCH, TEXAS 78070
PHONE (830) 228-5788 FAX (830) 885-2170

DATE: 2/13/2025

DRAWN BY: VLH

PROJECT No. 24GS025



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Richard A. Goodwin 2/13/2025
RICHARD A. GOODWIN DATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4069

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 20, 2025

AGENDA ITEM CAPTION: Presentation from Police Chief regarding developing a city-wide neighborhood watch program.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Police Department is exploring the implementation of a city-wide Neighborhood Watch program to strengthen community partnerships and enhance public safety. Neighborhood Watch is a proven crime prevention strategy that encourages residents to take an active role in safeguarding their neighborhoods by working collaboratively with law enforcement.

The Police Department plans to hold a community meeting for those interested in starting a neighborhood watch group for their neighborhood. The meeting will discuss the purpose and benefits of a neighborhood watch program, the role of participants, the role of law enforcement, how to start a neighborhood watch group, crime prevention tips, and communication tools.

This initiative aligns with the City's strategic goal of promoting safe and engaged communities.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: How to Start a Neighborhood Watch Group in 5 Easy Steps, Manual_2019 Neighborhood Watch

How to Start a Neighborhood Watch Group in 5 Easy Steps

1. Recruit and Organize as many neighbors as possible

It is wonderful that you are taking the steps to start a Neighborhood Watch group in your neighborhood. The first step is talking to your fellow neighbors about starting a group.

2. Contact your local law enforcement agency and schedule a meeting

The next step is contacting your local law enforcement agency. Invite them to meet with your group at a time and place convenient for your Watch Group. It is essential for your group to work in collaboration with law enforcement because Neighborhood Watch is a cooperative effort.

3. Discuss community concerns and develop an action plan

If law enforcement is unavailable to come to the first meeting you might want to have a meeting to discuss the concerns and issues in the neighborhood. Your group should create a plan on how to work towards lessening the impact of the top 3 concerns of neighbors.

4. Create a communication plan

It is important to decide what type of communication will work for your watch group - meetings or social media or both.

5. Take Action: Hold Meetings and Events

What are some of the benefits of starting a Neighborhood Watch Group?

- Partnerships with Law Enforcement and your Neighbors
- Reduction in Crime
- A More Secure and Better Prepared Hometown
- A More United Community
- Improved Communications



NEIGHBORHOOD WATCH



PROGRAM IMPLEMENTATION GUIDE

Updated Summer 2019



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This manual has been created for citizen organizers and law enforcement officers that work with community members to establish watch programs. The material contained within covers a number of topics and provides suggestions for developing a watch group.

However, please incorporate topics and issues that are important to your group into your watch.



CHAPTER 1:

Introduction to Neighborhood Watch



Neighborhood Watch is one of the oldest and best-known crime prevention concepts in North America. In the late 1960s, an increase in crime heightened the need for a crime prevention initiative focused on residential areas and involving local citizens. The National Sheriffs' Association (NSA) responded, creating the National Neighborhood Watch Program in 1972, to assist citizens and law enforcement. In the aftermath of the September 11, 2001 terrorist attacks, strengthening and securing communities has become more critical than ever. Neighborhood Watch programs have responded to the challenge, expanding beyond their traditional crime prevention role to help neighborhoods focus on disaster preparedness, emergency response, and terrorism awareness.

In 2002, the NSA in partnership with USA Freedom Corps, Citizen Corps and the U.S. Department of Justice launched USAonWatch, the face of the revitalized Neighborhood Watch initiative, which represents the expanded role of watch programs throughout the United States. USAonWatch empowered citizens to become active in homeland security efforts

through participation in Neighborhood Watch groups. Many neighborhoods already have established watch groups that are vibrant, effective, and could take on this expanded role with ease. For neighborhoods without thriving groups, the renewed emphasis on emergency preparedness and response may provide the right incentive for citizens to participate in Neighborhood Watch in their community.

The foundation of the Neighborhood Watch program is the information, training, technical support, and resources provided to local law enforcement agencies and citizens. The training program is designed to build the capacity of law enforcement officers assigned to work with community groups by providing specific instruction on topics important to Neighborhood Watch. In addition to training, the National Neighborhood Watch program developed a Toolkit that contains such items as posters, flipbooks on target hardening for the home, and presentations for the community.

To learn more, visit www.nnw.org and browse the site.



What is Neighborhood Watch?

A Neighborhood Watch program is a group of people living in the same area who want to make their neighborhood safer by working together and in conjunction with local law enforcement to reduce crime and improve their quality of life. Neighborhood Watch (NW) groups have regular meetings to plan how they will accomplish their specific goals and leaders with assigned responsibilities. Neighborhood Watch is homeland security at the most local level. It is an opportunity to volunteer and work towards increasing the safety and security of our homes and our homeland. Neighborhood Watch empowers citizens and communities to become active in emergency preparedness, as well as the fight against crime and community disasters.

Activities conducted by Neighborhood Watch groups across the country are as diverse and varied as their volunteers and the neighborhoods they represent. Some groups mobilize to patrol neighborhoods, other distribute crime prevention information, while business assessments or home security surveys are conducted by others. Where disorder problems are the primary focus of Neighborhood Watch members, volunteers mobilize and conduct neighborhood clean-ups, or work with faith-based organizations to assist with the homeless and mentally ill who wander the streets. As law enforcement officers learn the needs of their various Neighborhood Watch groups and the dynamics of their volunteers, they can tailor activities and responses to meet the ever-changing needs of their citizens.

Program History

Since 1940, the National Sheriffs' Association (NSA) has been committed to the safety and security of America's communities. NSA took crime prevention concepts a step further by making a national initiative – the National Neighborhood Watch Program. The program was developed in response to a multitude of requests from sheriffs and police chiefs across the country. Law enforcement leaders were looking for a crime prevention program to incorporate citizen involvement, and address the increasing number of burglaries taking place, especially in rural and suburban residential areas.

Funding was sought and obtained from the Law Enforcement Assistance Administration and the U.S. Department of Justice, and thus, the National Neighborhood Watch Program was born. The first two years of the program were devoted to disseminating information on the nature and volume of burglary, and providing information on how to secure residential property and make it less vulnerable to break-ins, also known as target hardening. From there, it evolved to promoting the establishment of ongoing local neighborhood watch groups where citizens could work in conjunction with their law enforcement agencies in an effort to

reduce burglaries and other crimes. The creation of "Boris the Burglar" arose as the symbol of crime prevention in neighborhoods.



The roots of neighborhood crime prevention, including Neighborhood Watch, can at least be traced back to the Chicago School and its focus on the relationship between the social environment of neighborhood and crime. From the earliest studies on communities and crime to much more recent works, research has shown that there is a link between areas with high crime rates and neighborhoods characterized by a heterogeneity of economics and ethnicity, high levels of population turnover and transience, and other physical and economic conditions. Most of this line of research has concluded that crime is higher in “socially disorganized areas” marked by weakened informal control due to an erosion of shared norms.¹ Since formal control organizations (specifically law enforcement) cannot be in all areas at one time, informal control of residents is necessary if that community is to experience low crime rates. When neighborhoods become disorganized, the people and institutions that once assisted in maintaining standards of behavior no longer hold such status, resulting in a breakdown in informal control. This, in turn, produces high crime rates.

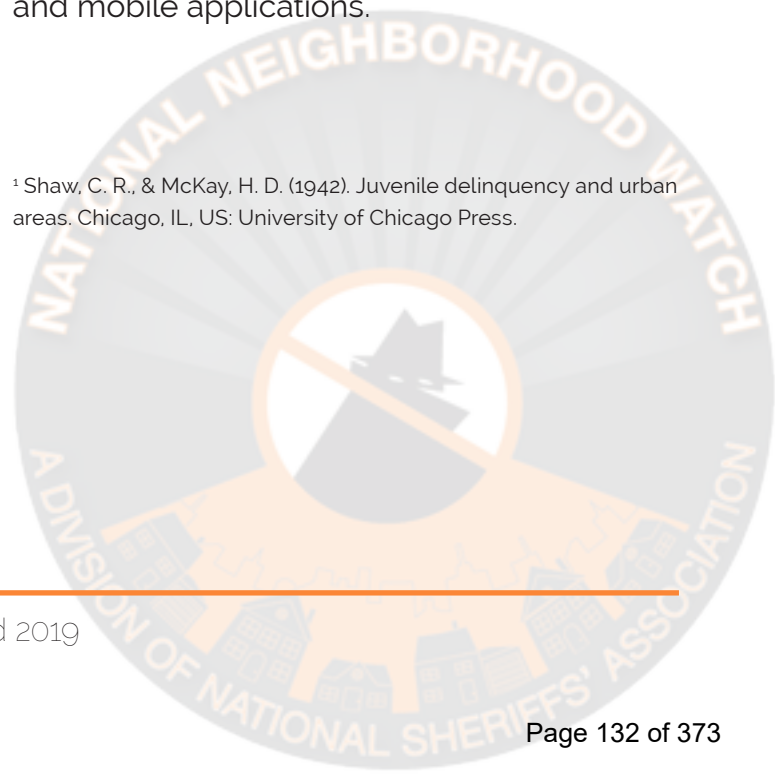
Throughout the years, Neighborhood Watch has grown from an “extra eyes and ears” approach to crime prevention to a much more proactive, community-oriented endeavor. Neighborhood Watch groups are now incorporating activities that not only address crime prevention issues, but which also restore pride and unity to a neighborhood. It is not uncommon to see Neighborhood Watch groups participating in neighborhood cleanups and other

activities which impact the quality of life for community residents.

In 2002, USA Freedom Corps was created under President Bush's initiative to build a culture of service, citizenship, and responsibility in the country. USAonWatch was established in partnership with the Department of Justice as an expansion of the Neighborhood Watch program to empower citizens to become directly involved in their community to prepare for all hazards. USAonWatch was one of five program-partners of Citizen Corps, a national effort to encourage citizen involvement. Following the hurricanes of 2005, a new initiative for emergency preparedness and service swept the country. Neighborhood Watch groups are a way for law enforcement and citizens to work together not only for disaster preparedness but for all hazards and encourage citizens to volunteer in there communities.

Today, Neighborhood Watch groups have grown from the traditional in-person neighborly get-togethers to include a digital element thanks to the rise of social media and mobile applications.

¹ Shaw, C. R., & McKay, H. D. (1942). Juvenile delinquency and urban areas. Chicago, IL, US: University of Chicago Press.



Many Names, One Concept

After the National Sheriffs' Association kicked off the National Neighborhood Watch program, it was left to local law enforcement agencies to create local groups. Depending on the needs of the local communities, as well as the desire of the sheriff or police chief, Watch groups were started with different names and logos. However, the concept of crime prevention through citizen involvement remained constant. Today, although a group might be called "crime watch," "block watch," "business watch," or simply use the name of the homeowners' association, it is still "neighborhood watch." By revitalizing the National Neighborhood Watch program, all groups committed to reducing crime and making a difference in their communities belong to one national program regardless of the name or logo on the neighborhood sign.

Benefits of Neighborhood Watch

There are obvious benefits Neighborhood Watch volunteers and their communities have experienced throughout the years such as:

- crime reduction
- a better quality of life
- a greater sense of security, responsibility, and personal control
- build community pride and unity
- preparing for helping ourselves and others in our community
- provide law enforcement agencies with volunteer support year round

- citizens become the extra "eyes and ears" of law enforcement personnel and therefore reduce law enforcement's burden

Who is Involved in Neighborhood Watch?

Any national initiative or program requires contributions at multiple levels, from the federal government to sheriffs to individual citizens. The National Sheriffs' Association is working with the Bureau of Justice Assistance, Office of Justice Programs, and the U.S. Department of Justice to form new Neighborhood Watch groups and revitalize existing groups. In order to reach the citizens, local law enforcement agencies have been given a charge to involve the people in their community. Anyone and everyone can be involved in a Neighborhood Watch group.

National-Level Partners

The Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice worked together with the National Sheriffs' Association to provide administrative and financial support to the Neighborhood Watch program. This support was used to produce and distribute products and materials that help create and enhance Neighborhood Watch programs across the nation. By mobilizing Americans to take action, crime, including terrorism, can be reduced.

State and Local Law Enforcement

Local law enforcement agencies are charged to reach out to their communities to form local partnerships that will assist in the development of new Neighborhood Watch programs and enhance existing programs. By

partnering together, crime can be prevented or reduced, and the overall quality of life can be improved. Law enforcement officers include sheriffs' deputies, police officers, and any other sworn law enforcement.

Law Enforcement Liaison

A law enforcement liaison is the law enforcement officer or deputy specifically assigned the responsibility of establishing and supporting local Neighborhood Watch groups. The liaison will guide Neighborhood Watch leaders to make decisions that will be best for their group. The officer will train Neighborhood Watch leaders, block captains and members in areas ranging from setting goals to how to report suspicious activities. The liaison should also be involved in facilitating community-wide Neighborhood Watch activities.



Community Members

Neighborhood Watch members have several responsibilities. One of the most important things a member can do is to remain active. An active member will help create and maintain a level of excitement about the program. This will help recruit more

members, which will lead to a higher level of crime prevention. It is the responsibility of members to stay informed about issues in their neighborhood and community. This information should be shared with others to keep members motivated and to prevent the group from becoming stagnant.



CHAPTER 2:

Starting a Neighborhood Watch

A Neighborhood Watch group is easy to start. Have a meeting with your neighbors and don't forget to invite a local law enforcement representative. Neighborhood Watch programs are built upon successful relationships between law enforcement and the community. Remember this is your Neighborhood Watch group and law enforcement is there to support and assist you. It is your responsibility to maintain interest and keep the group running smoothly.

- Begin to talk to your neighbors to gauge interest. If they don't understand what Neighborhood Watch is, use the flyer at the end of this manual "Reasons for Neighborhood Watch" to explain the benefits
- Contact your local law enforcement agency. Many police departments and sheriff's offices have established programs or an officer assigned to Neighborhood Watch. Call and tell someone you are interested in starting a group. They may have ideas or suggestions for starting a successful group. If an officer is not trained in Neighborhood Watch, invite them to attend your first meeting and you can learn together.
- Don't be discouraged by low attendance or lack of interest. Not everyone will be interested in joining your Watch group right away or understand the need for the group. Continue to invite everyone and update neighbors who aren't involved. As the group grows, more will want to join!

Five Steps to Building a Successful Neighborhood Watch

Building a strong Neighborhood Watch program is not an overnight process: it takes patience, planning and dedication. However a successful program will keep a community strong and protected and when a crime or emergency happens, they will be more ready. Keep these **Five Steps** in mind when starting your group.

FIVE STEPS TO BUILDING A SUCCESSFUL NEIGHBORHOOD WATCH

Step 1: Recruit and organize as many neighbors as possible.

Step 2: Contact your local law enforcement agency and schedule a meeting.

Step 3: Discuss community concerns and develop an action plan.

Step 4: Hold regular meetings and train on relevant skills.

Step 5: Implement a phone tree and take action steps.

Step One: Recruit and organize as many neighbors as possible

Talk with your fellow neighbors about their concerns regarding crime and safety in the area. Discuss and create awareness among the neighbors or potential volunteers about a particular concern or general issue affecting the neighborhood. Citizens may want to collect data from a variety of sources, including police reports, personal observations or media reports. In some cases, once the factual information on the issue is collected, other concerns may emerge and help to demonstrate the need for an active Neighborhood Watch.



One example of this might be a situation in which citizens do not feel safe because of the large number of young people who seem to congregate in a single area and then roam the streets. Once information is collected about this problem, other concerns such as underage drinking, drug use or property crimes may be revealed.

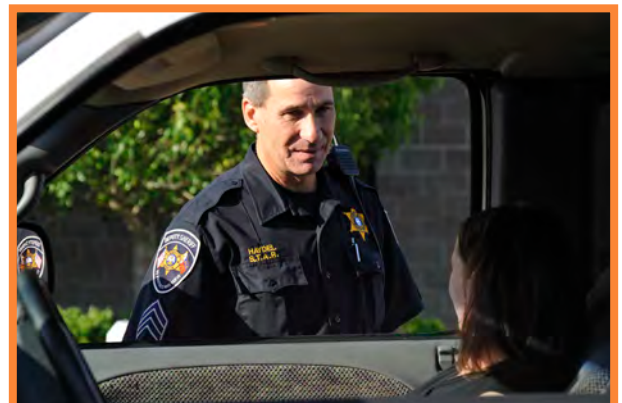
The primary concern in the initial phase of forming a Neighborhood Watch is to collect all of the information and develop a strategy to raise the level of awareness about the identified concerns or issues. Once the data is collected, the organizers can format the information in order to be able to disseminate

it to their targeted group of residents or potential Neighborhood Watch volunteers. Letters, flyers, emails or even billboards can be used to spread the message about the concern and to mobilize people to form a Neighborhood Watch group.

In some communities, depending on the issues, the local media may help to spotlight the concerns and help to mobilize the citizens. Get the word out about the identified problems and begin to recruit and select individuals who want to form the “core” group of the new Neighborhood Watch effort. This core group will be responsible for recruiting others, meeting with local law enforcement and building or revitalizing the Neighborhood Watch program.

Step Two: Contact your local law enforcement agency and schedule a meeting

Once the community concerns or neighborhood issues have been identified and the core group has been established, the citizens should meet with representatives of their local law enforcement agency in order to learn how the public and law enforcement can work together to build a partnership, create and sustain a Neighborhood Watch group, and resolve the community issues.



Law enforcement officials such as police officers or sheriff's deputies will be able to help the citizens to formalize their Neighborhood Watch. Law enforcement officers can provide information, literature, training and a host of other important assets to help in building the new group. The new or revitalized group should register with the National Neighborhood Watch program to become part of the national initiative against crime and terrorism, and local efforts can be initiated to develop and build beneficial partnerships.

Step Three: Discuss community concerns and develop an action plan

One of the first meetings should address and prioritize the concerns, issues or problems that have been identified. Citizen volunteers may take the initiative to address some of these concerns, while for others the police or sheriff's department may want to implement crime reduction strategies. Conduct a meeting on strategic planning and identify the concerns and resources available.

All too often, new Watch groups do not have a defined mission or specific goal and find themselves with no clear guidance or direction. Numerous activities may occur, but due to a lack of focus, they may not resolve the real issues. After the community's concerns have been identified and prioritized, the group will turn its attention to developing specific strategies to address these needs.

Develop goals with specific objectives and realistic milestones. A plan of action should be adopted and implementation strategies should be designed that will not only guide the plan, but also provide a means to assess

and evaluate its effectiveness.

Step Four: Hold regular meetings and train on relevant skills

Once the new or revitalized Watch group has been formed, and goals and objectives have been determined, the Watch leaders and citizen volunteers should schedule meetings where they can receive training and hone their skills in crime prevention and community policing. Local law enforcement can provide a number of training programs that will help the citizens work together to protect themselves and their communities.

Depending on the type of activities that the group will undertake (whether neighborhood patrols, cleanup days, crime prevention seminars, vulnerability studies for business assessments), citizens can offer a variety of important crime and terrorism prevention services once they receive the proper training and instruction.

Step Five: Implement a phone tree and take action steps

Take active steps in the community so everyone is aware of the Neighborhood Watch. Have a kickoff event to encourage others to get involved, start a Neighborhood Watch newsletter, continue training and emergency drills. Most importantly keep the group active and enthusiastic. Maintain communication between group members and the law enforcement liaison.

CHAPTER 3:

Organizing Your Neighborhood Watch

There is no single right way to organize a Neighborhood Watch group. Depending on local law enforcement and their requirements, there might not be a lot of choice. No matter how your Neighborhood Watch is set-up, the organizational structure must take into account the needs of the community and law enforcement. A traditional Neighborhood Watch group will include a law enforcement officer or liaison to the group, an area coordinator who lives in the community, block captains spread throughout the community, and watch members. One of the final steps in forming and organizing a Neighborhood Watch is the designation of leadership. These individuals will be responsible for the planning and coordinating activities. Watch leaders may be formal leaders elected by their peers or informal leaders who are simply the first to volunteer! As a Watch becomes more advanced, the members may form an advisory or executive board to make decisions for a larger area. It doesn't matter how your Watch group is set-up, as long as your community members are excited and effectively addressing the identified problems.



The Law Enforcement Liaison

Traditionally, designated sworn officers or their non-sworn public service counterparts are assigned as liaisons or

coordinators for Neighborhood Watch. Often these individuals are selected because of their previous crime prevention experience

or training. Some Watch officers and coordinators are chosen because of their desire to reach and work with the community, while others are selected because of their communication skills or abilities to plan, organize and mobilize others. In some situations the officer may have no prior Neighborhood Watch experience and the community must help the officer understand the importance of Neighborhood Watch.

A law enforcement or public safety officer who has been assigned as a liaison to assist, enhance and support Neighborhood Watch efforts in the community should:

- Learn about the history of the Neighborhood Watch.
- Collect general information on the community or communities where he will be responsible for overseeing its implementation.
- Examine the geography of the area and any natural neighborhood boundaries.
- Examine the demographics of the population (especially any emerging trends).
- Examine the culture of the communities that the Neighborhood Watch groups will be serving.
- Collect data on the crime, disorder and quality-of-life issues in the general community.

It is important to note all of the information being gathered is general in nature. This foundational information should provide the officer with an understanding of what the Neighborhood Watch is and where the programs are going to be offered, enhanced or expanded.



The Block Captain

Block captains are recommended for every 10-15 houses, and they should be directly involved with their immediate neighbors.

The block captain's responsibilities may include:

- Acting as liaison between block residents and the coordinator.
- Establishing a "telephone chain" by compiling and distributing a current list of names, addresses, and telephone numbers of block participants.
- Visiting and inviting new residents to join; notifying them of meetings and training sessions.
- Establishing an "Operation Identification" program.
- Contacting each neighbor as often as possible to discuss possible crime problems, needs for assistance, and suggestions for program improvement.

names, addresses, home and work telephone numbers, email addresses, and vehicle descriptions.

- Acting as liaison between Watch members, officers, civic groups, and block captains.
- Arranging neighborhood crime prevention training programs.
- Obtaining and distributing crime prevention materials, such as stickers and signs.
- Involving others to develop specific crime prevention projects.
- Encouraging participation in "Operation Identification," a nationwide program in which personal property is marked legibly with a unique identifying number to permit positive identification if valuables are lost or stolen.



The Neighborhood Watch Coordinator

The Coordinator's job is crucial to the success of your program. This may be just the right job for a retiree or other individual

who has extra time at home. This person's responsibilities may include:

- Expanding the program and maintaining a current list of participants and neighborhood residents, including



Citizens' Advisory Board

Some law enforcement agencies and cities running large Neighborhood Watch groups have arranged for a group of citizens to

oversee the Neighborhood Watch groups in a certain area. This is a good idea if the Neighborhood Watch plans on fundraising or if the number of groups is too overwhelming for the law enforcement liaison. The Board's responsibilities are:

- Neighborhood Watch group start up assistance in other areas.

- Information, processing, training and recruiting of groups in non-represented areas.
- Maintain communications between the Neighborhood Watch groups and the Board.
- Organize advisory committees as needed.
- Support and organize fundraising efforts in the community.
- Maintain a relationship with law enforcement.
- Bring emerging issues in the community to the attention of law enforcement and other government officials.

participate in the Neighborhood Watch program. They often need little external motivation. The focus in these areas is usually more on leadership and organization. However, in other neighborhoods the incidents or offenses may be less well known and the level of awareness among the residents may need to be increased. Under these circumstances the responsibility for raising the level of awareness falls upon the law enforcement liaison as well as the area coordinator. The responsibility for the recruitment of volunteers usually falls to the Block Captains or Area Coordinators, but in some instances the officer may have to instruct these leaders on how to recruit new members. Once a core group of Neighborhood Watch volunteers has been identified, specific members may volunteer to take on leadership positions. In some instances, certain individuals may be reluctant to take on specialized roles within the group. The law enforcement officer may wish to interview and select certain key individuals to lead specific efforts.



Neighborhood Watch Members

In some neighborhoods, the need for a proactive Neighborhood Watch program will be evident because of the well-

documented crimes or the acknowledged disorder that occurs in the community. In these neighborhoods, residents are usually ready and willing to mobilize and

Phone Trees

Phone trees are a great way to share information and build a sense of community in the neighborhood. Phone trees can expedite emergency information. Neighborhoods can be divided into small, workable areas using streets or natural



Law Enforcement Liaison



Advisory Board



Area Coordinators



Block Captains



Watch Members

Neighborhood Watch Chain of Command Example

boundaries. Each group prepares a chart (which is continuously updated) that includes the names and phone numbers of all members. A Block Captain or other person is designated to be contacted by the police or sheriff's office. Each individual listed on the tree knows whom he is to contact should emergency or other important information need to be disseminated in a hurry.

When do you use the phone tree?

- After calling 911, alert your neighbors to an emergency in progress or that one has just occurred such as a cougar sighting, hazardous material spills, major traffic accidents, acts of nature, etc.
- To control rumors about crime in the neighborhood that you have verified or found false.

When should the phone tree be used?

- When someone has urgent information to share, (e.g. prowler in the area) they activate the phone tree by calling the name at the top – the group representative.

- When you receive a call, call the next listed person under your name. If they are not home, call down the list until you get an adult at home.
- The last neighbor to receive a call, calls the representative to confirm that they have received the message.
- It is best to practice the phone tree on a periodic basis so that problems in the process can be fixed.
- Email can be used for not in-progress crimes, meeting announcements and general information.

Email

Nowadays, email is one of the best ways to get in touch with your neighbors. Your group can organize an email list much like that of a phone tree. When an issue in the neighborhood comes up you can contact the resident in a fast and efficient way with email. However, keep in mind that some people still do not have internet access at home.



Your group will have to decide who will maintain and update the email lists and what information should be included. Recommendations include: meeting reminders, information on crime in the neighborhood, business related directly to the group, and information law enforcement has asked the group to share. Information that should not be shared includes: chain emails, personal information about a neighbor, news articles unrelated to the group.

Social Media

One of the fastest growing tools for Neighborhood Watch groups is social media. Many groups will connect with their neighbors through platforms like Facebook or Twitter. Facebook even has an option to create a group, which will allow neighbors to share information, post about upcoming events, and communicate and network with each other.

Additionally, there are applications like Nextdoor and Ring's Neighbors that were created specifically to enable neighbors to connect with each other more effectively.

Neighborhood Maps

A neighborhood map is a powerful tool on a simple sheet of paper. Along with a phone tree, a map can give residents information on where everyone in the neighborhood lives and also put landmarks and distance from house to house into perspective. The map will familiarize NW members with families living in the neighborhood as well as address

any potential dangers during an emergency.

- The map should indicate N, S, E, W.
- Label all streets inside and connecting the neighborhood.
- Draw squares for homes and list full names, address, phone and email.
- Consider adding children's names and work and out of state emergency numbers.
- If a household won't participate, list only their address on the map.
- Make note of the people who are captain and co-captain(s).
- List the police contact name and number.
- Give a copy of the map to everyone who participates.
- Create your map in any way – by hand, computer, etc.

Make maps simple, start with N at the top, draw lines for streets and squares for houses and fill in the information. If there's not enough room, just fill in the address then list names and numbers on the back. Or simply number the homes starting with "1" then list the address, name, and phone numbers on the back. Divide neighborhoods of 50 or more homes into "areas" because if a Watch group is too big, it can fall apart with only a few people to manage it. Each area could have a color or a name and its own area captain. This way, no one person has too much to handle. One area captain might serve as chair of all the area captains and be the one who is the contact for the police department. In big neighborhoods, everyone should get a master map as well as one of their own area.

CHAPTER 4:

Planning and Conducting Meetings

Traditionally, Neighborhood Watch was always about having meetings to discuss crime in the neighborhood, but as NW has changed, so have meetings. The key to planning a successful Watch meeting is organization. NW leaders should be aware that participants are volunteering time out of busy schedules and should work to ensure efficient and informative meetings. Meeting leaders should have the facilities prepared prior to the meeting, start and finish on time, and thank participants for attending.

Some meetings require a face-to-face gathering. By meeting in person, you are able to establish, build, and maintain personal relationships with the people with whom you are working. By holding a meeting, you are able to educate and share valuable information with attendees. You will be able to "read" your audience in order to focus on things that are important to the group as a

whole. Meetings allow those in attendance to discuss ideas and make group decisions. By meeting in person and talking together, new ideas can be generated and the group will focus on issues and information important to the group as a whole.

Inviting Neighbors

You want to get as many neighbors together as you can. How you invite them is important. Think of it this way: what would make someone get off the couch after a long day at work to come to a meeting with a group of strangers? Most people don't even know what Block /Crime/Neighborhood Watch is. They might think it means committees, meetings, or having to pay money.

- Make your invitation simple and clear. Mention a recent crime as incentive.
- Deliver the invitation in person if possible. Face-to-face is more effective than leaving a piece of paper on a doorstep.
- Ask if they could spare "only one hour" to talk with other neighbors about how to fight crime in the neighborhood.
- Don't put invitations in postal mail boxes – it's illegal.
- Get a couple of neighbors to walk with you to help deliver invitations.
- Plan an activity for children near the meeting, perhaps ask a teenager to watch them. Mention this on the invitation to encourage parents to attend.
- Offer other incentives: food, door prizes, or a chance to "win" money off rent or homeowners' dues.



Sample Meeting Flyer



Neighborhood Watch Meeting

WHAT: Monthly Meeting
WHERE: Brad and Chandy Moore's house
8846 Clearwater Drive

WHEN: Monday, June 12th, 7:30 PM

WHY: Topic: Observation Skills
Guest Speaker: Officer Ritchie

DIRECTIONS: From I-10, exit Calgary Trail and make a right. Take your first left onto Clearwater. 8846 is third house on the right.

Refreshments and desserts will be served.

Sample Press Release

FOR IMMEDIATE RELEASE

(date)

Contact: Public Information Office, 555-5555

SHERIFF'S OFFICE HOSTS NEIGHBORHOOD WATCH FORUM

The Sheriff's Office will hold a Neighborhood Watch Forum on Tuesday, March 21, 20XX, at O. Henry Middle School, 2610 W. Tenth St., from 6:30 p.m. – 8:30 p.m. The meeting is designed to organize crime watch groups and form partnerships with law enforcement to fight crime in neighborhoods.

Residents will have the opportunity to meet Central Division representatives and discuss ways to curb crime in their communities. Future meetings will be held to form groups in other command districts.

Meeting Logistics

It is important to select a date and a time for your meeting that is convenient for most of the people invited. You will not be able to accommodate every person, but you should try to appeal to the majority. For example: If your meeting consists of mostly working professionals, then you will not want to interfere with their business day. You might schedule the meeting in the evening just after work so that they can attend on their way home. If they make it all the way home, the chances of your getting them to leave again are reduced. On the other hand, if you are planning a meeting for a group consisting primarily of work-at-home individuals, another time would probably be better, perhaps a time when their children are still in school. Try to establish a regularly-scheduled meeting day and time. You might meet once a week or once a month, at an interval that best fits the needs and availability of the group.



You should also select a location convenient for the majority of the group. If you are conducting a Watch group meeting you should probably hold the meeting in the neighborhood. However, if you are holding a community-wide meeting for your block captains a more centralized location would be better. Neighborhood schools and faith-based organizations often provide meeting

space for groups such as Neighborhood Watch. Remember to use the partnerships you have developed in the community. Invite people from your partner organizations or ask to use their facilities for meetings. You should ensure the location has the required and desired facilities – space, seating, public access, restrooms, climate control, technical equipment such as microphones and a/v support (if needed), perhaps even kitchen facilities. This of course all depends on the size of your group.

Facilitating a Meeting

At the Meeting

- Be warm and friendly, making a point to say hello to everyone.
- Consider holding an informal social time before or after the meeting.
- Consider providing name badges. This will help with introductions as well as help the instructor to encourage participation.
- You might also want to consider an icebreaker exercise in the first couple meetings.
- Begin and end on time.
- Stick to the schedule you set – it helps establish your credibility in being able to control the meeting.
- Set ground rules, such as time allowed for speaking and adhering to the agenda.
- It may be appropriate to take minutes.



The Meeting Facilitator should:

- Stay focused on the task at hand to ensure the meeting fulfills its purpose.
- Encourage polite discussion allowing everyone an opportunity to participate.
- Clearly summarize decisions made and issues that require voting.
- Direct conversations about disagreements so that they do not spiral out of control.
- Allow each person time to speak without dominating the discussion.
- Remember to listen for what is not being said.
- Try to find and resolve sources of confusion, hidden agendas, and emotions.
- As the meeting comes to a close, set the date, time and place for the next meeting. If you meet on a regular basis, use this time to remind your group of the next meeting. If you know the topic and purpose of the next meeting, this would be a good time to generate excitement for that meeting.



busy schedules, but encourages people to stay involved. The NW coordinator or block captains should distribute minutes (or make them available) including details about action items and assignments, persons responsible, and timelines. Each block captain should follow-up with people who did not attend to see if they had questions about anything discussed. This will encourage people to stay involved, even if they can't attend meetings.

Alternatives to Meetings

With overbooked schedules and new ways to communicate, it may be beneficial to maintaining your watch to occasionally hold non-traditional meetings. If you can accomplish the same purpose without meeting in person, consider more time-efficient alternatives such as email, phone, or social media. If you are simply relaying information to others and feel that the information is not important enough to call a meeting, consider a flyer or some other sort of publication that can be mailed or distributed via social media to group members. Respect each group member's time. If the information provided in person at the meeting is important and valued, then a meeting is appropriate.

After the Meeting

After the meeting, review how the meeting went and how it could be improved. Effective meetings will not disappoint those in attendance because it will show NW values

Sample Meeting Agenda



Neighborhood Watch Meeting Agenda

The success of a Neighborhood Watch group is directly related to the ongoing participation and support from each member of the group.

Meeting chaired by: A volunteer until election of officers

5:45 PM	Welcome and Sign-in
6:00 PM	Call to order
6:00 - 6:10 PM	Introductions
6:10 - 6:15 PM	Overview of Neighborhood Watch
6:15 - 6:25 PM	Discussion of Neighborhood Issues
6:25 - 6:40 PM	Crime Prevention Presentation
6:40 - 6:45 PM	Issues for next meeting
6:45 - 6:50 PM	Date, place and time of next meeting
6:50	Adjourn/Refreshments





Fundamentals of Meeting Planning

What do you project to be the outcome of your meeting?

What are you going to do at your meeting?

- Present a subject?
- Have questions and answers?
- Have a business meeting?
- Problem solve?
- Socialize?

Set your agenda:

- Introductions
- Reading of minutes from last meeting
- Old business
- New business
- Next meeting date, time, and location

How long will the meeting run?

Start time: _____ Finish time: _____
(No matter how late you get started - stick to the ending time!)

Publicize the meeting

- Flyer through schools
- Newspaper
- Post flyers throughout neighborhood
- Mailing lists
- Email
- Social media
- Personal invitation and phone calls are the most effective!

What will be your next step after this meeting?

- Decide this before the meeting ends - where will you go from here?
- Ask for committees if needed and set them up tonight
- Set the next meeting date before everyone leaves

Maintain Integrity:

- Follow through on what you commit to
- Print minutes to the meeting and run in a newsletter or mail/email to members

Possible equipment checklist

- TV
- Overhead projector
- Working electrical outlets
- Lighting
- White board/chart pack and stands
- Felt pens/dry eraser markers and erasers
- Microphone
- Podium
- Refreshments
- Chairs and seating arrangement for good visibility

Public Speaking Tips

- Move around the room
- Have charisma
- Show excitement
- Be a role model
- Speak loudly and at a good pace
- Start fast and project energy
- Make eye contact with everyone

Avoid Time Wasters

- Cell phones
- Interruptions
- Socialize during the meeting
- Fear of decision-making
- Drop-in attendees

Creative Meeting Topics

- | | |
|---|--|
| <ul style="list-style-type: none"> • Personal Safety • Rape Prevention • Safety for the Hearing Impaired • Street Safety • Child/Stranger Safety • Crime Prevention through Environmental Design • Home Security • Water Safety/Boat Safety • Awareness & Patrol Techniques • Observation • First Aid/CPR • Animal Control • Dogs- What to do if attacked • Scams • Internet Crimes • Parent to Parent • Landlord/Tenant Training • Cultural Awareness/Diversity Training • Restorative Justice • Peer Courts • School Resource Officer • Community Policing • Volunteer Programs • Emergency Preparedness • Traffic Team • Patrol Aspects • Search & Rescue • Detectives | <ul style="list-style-type: none"> • Arson Investigations • Hazardous Materials • Truck & Train Spills • How to be a Witness (DA's Office) • County Commissioner • District Representatives • District Attorney • Defensive Driving • NW Patrolling • Terrorism Awareness & Prevention Presentation • Teen Vehicle Safety • Juvenile Crime Prevention • Conflict Resolution • Children Services to Families • Local Fire Station • Forest Ranger • Domestic Violence • Victims Assistance Programs • Sexual Assault Services • Red Cross • Mediation Services • Helping in Schools • Parole & Probation • Sex Offenders • Gang Awareness • Drug/Narcotic Awareness • Car Failure • NW Guidelines/Purpose |
|---|--|

Additional Neighborhood Watch Activities

Fire Prevention & First Aid

Use partnerships with local government agencies and nonprofit organizations to hold training on fire safety skills and first aid training. These trainings are essential to keeping your community safe and allowing citizens to take control of their own safety. Most of these organizations will be thrilled to participate and your Watch group will be excited about the different types of training.

Beautification Projects

Your group can organize an effort to remove graffiti, trash, abandoned autos, and other unsightly nuisances from your neighborhood community. Community pride can be enhanced even in impoverished areas by working to make the area more attractive and livable. Research has indicated that improvements of this type can have measurable effects on reducing actual crime as well as the fear of crime among community members.

You can visit Keep America Beautiful (KAB) (<https://www.kab.org>) for ideas and resources.

Celebrate Safe Communities

Take time to Celebrate Safe Communities (CSC) by organizing a local celebration during the first Thursday to Saturday of October.



CSC is crime prevention done the right way – local people working with local law enforcement to address local issues. CSC spotlights communities' crime prevention efforts, enhances public awareness of vital crime prevention and safety messages, and recruits year-round support for ongoing prevention activities that help people keep neighborhoods safe from crime and prepared for any emergency. A CSC event can be anything large or small, such as an anti-drug march, a community safety fair, or a neighborhood cleanup.

Visit www.celebratesafecommunities.org for more information.

National Night Out

National Night Out is an annual community-building campaign that promotes strong police-community partnerships and



neighborhood camaraderie to make our neighborhoods

safer, more caring places to live and work. National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community. Furthermore, it provides a great opportunity to bring police and neighbors together under positive circumstances.

Millions of neighbors take part in National Night Out across thousands of communities from all fifty states, U.S. territories and military bases worldwide on the first

Tuesday in August (the state of Texas and select areas celebrate on the first Tuesday in October). Neighborhoods host block parties, festivals, parades, cookouts and various other community events with safety demonstrations, seminars, youth events, visits from emergency personnel, exhibits and much, much more.

Visit the National Association of Town Watch (<https://natw.org/>) for more information and to register your National Night Out event.

Triad

In an increasing number of communities, older residents and law enforcement participate in Triad, a cooperative concept. Working together, the police department(s), sheriff's office, and senior leaders devise strategies to reduce crimes against the elderly – and to deal with the sometimes-exaggerated fear of crime, which affects some elderly persons. Triads also sponsor reassurance efforts for lonely or isolated seniors. Triad may bring forth capable leaders to Watch groups and more sets of eyes and ears to observe suspicious activities in a community.



Fundraising

Neighborhood Watch is a community-based group. While law enforcement should support the group's efforts, usually the local

sheriff's office or police department does not have the funding to support anything beyond the salary of the Neighborhood Watch officer and perhaps a few signs. It is not necessary to have enormous funds to operate a strong Neighborhood Watch program, the most important asset of Neighborhood Watch is a strong community. However signs, brochures, and meeting supplies invoke cost. If the local law enforcement agency doesn't provide as much funding as a group may desire, the Watch group can explore alternative methods. Some Neighborhood Watch groups seek grants from city and private groups. But fundraising by Watch members can be an excellent way to increase operating funds and increase involvement. Fundraising opens doors for activities. In addition the group becomes stronger as a vision is created through action and goals are achieved as a group.



ID Theft

Identity theft is a huge issue for community members. When a person's identity has been compromised through a social security number, credit card, or driver's license it can be a daunting task to clean up and make sure the victim is protected from future attempts. Holding meetings on preventing

ID Theft is a great way to encourage excitement for Neighborhood Watch and show new members how Neighborhood Watch is not just about crime prevention for the home.



For information and tips on fighting ID theft, visit the National Consumer League's fraud resource website at www.fraud.org. This site has tips on preventing ID theft, common fraud schemes and scams, and fraud alerts. You can also view the FBI's resources on crime and fraud at <https://www.fbi.gov/scams-and-safety>.

Citizen Patrols

Many Neighborhood Watch groups choose to use Citizen Patrols on foot or in vehicles to keep their community safe. Patrol may be effective for your group, but you should discuss it with your law enforcement liaison. Two or more individuals, often from the same family, patrol during designated tours of duty and may detect suspicious activity not noticed by stationary observers. Lost children, stranded motorists, stray dogs, damaged street signs or traffic signals, wandering cattle, and automobile accidents are often discovered by citizen patrols.



Patrol members should be trained by law enforcement. It should be emphasized to members that they do not possess police powers and they shall not carry weapons or pursue vehicles. They should also be cautioned to alert police or deputies when encountering strange activity. Members should never confront suspicious persons who could be armed and dangerous. Patrol members can be equipped for their duties. For example, flashlights or searchlights are necessary for night patrols. Many mobile patrols use cell phones or two-way radios to contact a citizen-manned base station, which in turn contacts law enforcement officials when necessary. Remember your partnerships and ask for donations from local businesses.

Safe Houses for Children

A safe location such as the McGruff House or Block House is identified by bright stickers on windows and doors which indicate that the occupants are block parents willing to help a frightened or pursued child if needed. Ideally, the adults participating in a block house program are either retired or otherwise not employed out of the home and available for assistance during the day. After your

agency has conducted a background check on juvenile and adults in the home, there is a clear understanding about the types of assistance a block parent should and should not attempt to render to a child in distress. Signs and stickers should be displayed only when the block parent is in the house and within hearing distance of the doorbell. Officers should have a list of authorized safe houses and check neighborhoods periodically to ensure that only authorized homes display the signs. Contact your law enforcement liaison for more information.

More information and resources are available at <https://natw.org/dog>.

Please review **Chapter 8** for activities related to emergency preparedness, natural and man-made disasters.

Dog Walker Watch

According to the Humane Society of the United States and the ASPCA, there are over seventy five million dog owners across the nation. That's dozens, if not hundreds, of neighbors walking their dog throughout the community



at all times of the day, all days of the week, in all weather conditions, who are often preoccupied with texting, chatting, emailing and listening to music.

Dog Walker Watch encourages these neighbors to assist local law enforcement as extra eyes and ears while out walking their dog. The program enhances the partnership between police and community while providing resources for neighbors to be more aware and how to effectively observe and report suspicious activity.



CHAPTER 5:

Revitalizing and Maintaining Watch Groups

One of the biggest challenges to Neighborhood Watch is maintaining momentum after the problems are "solved." When Neighborhood Watch groups organize around safety concerns, enthusiasm is usually high and participation good. A few months later, the excitement dies down and communication often sags. In order to maintain a strong group expand the focus of your Watch group. It is important to find other activities to keep your group engaged. The National Neighborhood Watch program embraces this idea by encouraging partnerships and viewing Neighborhood Watch in an all-hazards approach.

- Develop an email newsletter. An electronic newsletter will save copying and mailing costs, can provide essential information, and often may be linked to your local law enforcement agency's homepage.
- Form a team to actively recruit new members or encourage previous members to attend. Lack of attendance can sometimes be a lack of information. If neighbors are informed about safety and security issues they may be more willing to attend.
- Expand Neighborhood Watch concerns beyond crime prevention to include quality of life issues and fun activities to build community spirit.



Be Creative

Information Sharing



Write your own Neighborhood Watch newsletter. Keep people up to date on crime or other subjects of interest. (Never advertise in

newsletters about individuals leaving town until they are back from their trip.)

Exercise or Walking Groups

It's easier to pursue fitness with a companion.

Arrange with some of your neighbors to run, walk, or bike

regularly. While doing this you may notice subtle changes in your neighborhood and unusual activity.



Garage Sale



Pitch in together and buy an ad for a big neighborhood sale. You can use the money to purchase signs, radios, and vests for your Neighborhood Watch group.

Neighborhood Clean Up and Landscape Trimming

Rent a dumpster for a weekend. Neighbors can share tools and expertise to help one another. Cap the day with a barbecue or a night of desserts and visiting.

Winter Emergency Planning



Develop a game plan for emergencies. Who has a gas stove? Four-wheel drive vehicle? Does anyone have special needs? Identify

your neighborhood resources.

Start Up Training Sessions

Start and participate in training sessions given by volunteers.

Creative Pot-Lucks or Bar-B-Ques

Get together every 3-6 months to 're-connect', keep it fun and light.

Local Interest Groups

Politicians and community service groups could share what is happening with your group.

Other Ideas

- Help neighbors trim bushes and trees for better visibility.
- Help remove graffiti right away.
- Invite the fire department to talk about fire prevention and disaster preparedness.
- Get each neighbor to make their house numbers easy to see at night.
- Help each other reinforce door frames, hinges, and locks for windows.

Recognizing Your Volunteers

People need to feel appreciated when they give up time for their community. In order to keep Watch group members involved and excited, take time out to recognize them. There are two basic forms of recognitions: formal and informal. Formal recognition often occurs in an organized setting such as a recognition dinner, reception etc. Informal recognition includes simple things such as a thank you note. Use the form of recognition that will best motivate your volunteers



There are also two types of recognition: awards and rewards. The awards type, such as certificates or plaques, are often seen in formal settings, such as at conferences or town meetings. Rewards are a type of recognition that are often seen in an informal setting and can be more of a thank you gift for services. Some suggestions for rewards are a gift certificate for volunteer service or a gift for participation. They may also include a job promotion or an opportunity to learn a new skill by training.

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CHAPTER 6:

Neighborhood Watch Skills

Using Your “Eyes and Ears”

Once you have established a strong Watch group, it is important to start building skills needed to make your group a success. While Neighborhood Watch exists for more than just crime prevention, it is important to build the skills necessary for preventing crime as well as terrorist activity, and preparedness for natural/man-made disasters. Schedule training sessions with your law enforcement liaison or other law enforcement agencies that might have training courses. The National Sheriffs' Association offers skill building training through the Neighborhood Watch Toolkit. Your local law enforcement may already have a Toolkit you can borrow for your meetings. Also look for other resources such as your state Crime Prevention Association or the National Crime Prevention Council, who may hold training in your area.

Observation Skills

Most people go through the day without even noticing everyday events. However beginning to recognize what is normal around you is the first step in recognizing what is not normal. Although law enforcement officers are trained observers, sometimes they find it difficult to explain to citizens what to report and when to report it. While patrolling the streets, officers get used to looking for activities or events that seem out of place or are not part of the regular or ordinary routine. Officers may not be able to articulate specifically what is unusual, but they are keenly aware that something is awry. Officers sometimes refer to this phenomenon as a "sixth sense" or "street smarts," and they

instinctively know when something is not right and they should investigate. Community members should know they have the ability to recognize unusual events as well. It is a matter of practicing Observation Skills to make them stronger.

In order to understand how to properly



observe people, vehicles, and incidents that may affect us, we should

begin by learning what types of things to observe. You should pay attention to things like:

- **Physical setting** – Specific location, time of day, day of week
- **People** – What do they look like? (height, weight, ethnicity, gender, etc.) How many are there?
- **Specific items** – What is important?
- **Routines** – Did you notice any recurring patterns or routines? How often did they occur? Who was involved?

One of the keys to a successful Neighborhood Watch program is recognizing the importance of using good observation skills to keep your neighborhood safe. Practice looking at pictures of people to know how to describe them. Clothing is important, but look for things that cannot be changed, like skin or eye color, tattoos, scars, moles, height, and weight. Properly observing vehicles is similar to observing

individuals. You always begin with the basics, such as the make and model of the vehicle. Identify the vehicle as a Ford, Chevrolet, Dodge, Honda, Mercedes, Volvo, etc. Then identify both the type of vehicle (such as an SUV, pickup truck, etc.), as well as the specific model if possible (such as Corolla, Accord, Expedition, etc.) To remember



license plates: write it on paper, on your hand, or even scratch it in the dirt! License numbers are useful only if they are correct. Never hesitate to say, "I'm not sure". With a vehicle description, even a partial license plate can be valuable.

What is Suspicious Activity?

All too often citizens are confused about what they should report and why, so it is important to train citizens through a variety of reporting activities. After reviewing this section, participants will be able to advise citizens specifically on the appropriate who, what, when, where, and how of reporting. Often citizens ask officers "Why should I get involved?" or "How am I going to benefit by reporting suspicious activity?" Although the answers may seem obvious, it must be clearly communicated to the public that they are an essential component in protecting

our communities. Sometimes our citizens receive mixed signals regarding what to report and when to report it. Other times they simply do not know what is expected of them. It is important to learn specific definitions and details to provide Watch volunteers with clear and concise information. Begin with defining "suspicious activity." Officers should know the definition of suspicious activity and be able to properly communicate this definition to Watch members and other concerned citizens. Suspicious activity can refer to any incident, event, individual or activity that seems unusual or out of place. Some common examples of suspicious activities can include:

- A stranger loitering in your neighborhood or a vehicle cruising the streets repeatedly.
- Someone peering into cars or windows.
- A high volume of traffic going to and coming from a home on a daily basis.
- Someone loitering around schools, parks or secluded areas.
- Strange odors coming from a house, building or vehicle.
- Open or broken doors and windows at a closed business or unoccupied residence.
- Someone tampering with electrical, gas or sewer systems without an

WHAT IS SUSPICIOUS ACTIVITY?

Anything that feels uncomfortable or looks out of place.



identifiable company vehicle or uniform.

- Persons arriving or leaving from homes or businesses at unusual hours.
- Multiple persons who appear to be working in unison and exhibiting suspicious behaviors.
- Signs of forced entry or tampering with security or safety systems.

The effectiveness of the police and sheriffs' offices efforts is enhanced by active participation on the part of citizens. By calling to report suspicious persons or activity, you not only aid the police, you make your community a safer place to live. Some people fail to call because they are not aware of activities that might be suspicious. Others may notice suspicious activity and hesitate to call for fear of being labeled a "nosy neighbor". Still others take it for granted that someone else has already called.

Always report suspicious activity and all crimes because police don't know there's a problem unless they are told.

Knowing What and How to Report

There are four general categories to consider when determining what to report:

1. suspicious activities;
2. people and vehicles;
3. illegal activities; or
4. unusual events or incidents, dangerous situations.

By reporting these types of activities and situations, citizens can make their

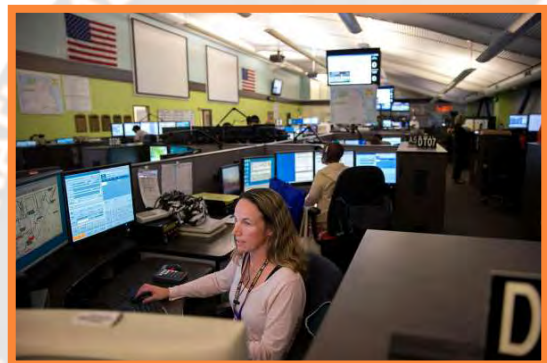
communities safer and more secure, reduce violence, minimize victimization, reduce crime, and improve the overall quality of life. Community members must also be instructed on how to report suspicious activity. To report suspicious activities, crimes in progress or possible terrorist activities, simply:



- Dial 9-1-1 or call the police department or sheriff's office.
- Tell the call taker what happened and the exact location.

- Provide a detailed description of individuals or vehicles.
- Remain on the phone and stay calm.
- Be prepared to answer follow-up questions.

One idea for a creative NW meeting is to visit the local 9-1-1 Dispatch center. If someone is willing to take your Watch group or even the Area Coordinators and Block Captains around the center, community members will understand the fast pace of a 9-1-1 call center. This will emphasize the need for clear reports of suspicious activity.



Some 9-1-1 centers won't accept non-emergency calls; they will give another number to call. During one of your first Watch meetings you should find out all the local numbers to call for non-emergency calls to the police. Only serious and legitimate calls should be made to 9-1-1, no matter what. Teach children how to respect the 9-1-1 system and how to use it if they are alone. Children learn by "doing" but practice on a toy phone only. Encourage them to be good citizens; help them learn to watch for trouble and how to get help when needed.

When you have an officer attend a meeting, you might suggest they go over what happens to the information provided to 911 and when not to call 911.

When to Call 911 and When Not

Calling 911 is an important communications tool for emergencies. However, some citizens call 911 in non-emergency situations. This can cause the dispatch operator to miss a call of a person needing help. It is important that not only your groups but all citizens understand when to call and when not to call 911.

When to Call:

- Medical emergency (examples: chest pain, extreme shortness of breath, uncontrolled bleeding).
- Motor vehicle accident.
- Fire.
- When a life is in danger.

When Not to Call:

- The power is off.
- Asking for directions to the hospital.
- Asking for telephone numbers of others.
- Requesting to speak with a particular officer.
- Inquiring as to the time and day.
- Inquiring about community activities and locations.

For more information about when to call and not, please contact the non-emergency number of your local law enforcement and ask for an officer to discuss the topic with you.

REMEMBER:

Community members only serve as the extra "eyes and ears" of law enforcement. They should report their observations of suspicious activities to law enforcement; however, **citizens should never try to take action on those observations.** Trained law enforcement should be the only ones ever to take action based on observations of suspicious activities.





Neighborhood Watch Observation Notes

Post-observation activities:

1. Write down your observation as soon as possible.
2. Note the date and time.
3. If activities appear to be unusual, suspicious or illegal, call for assistance and take the appropriate action according to your agency's policies and procedures.

Date: _____ **Time:** _____ **Observer:** _____

Observation: _____

Notes:

Physical setting - Specific location:

People - What do they look like? How are they acting? How many are there?

Specific items - What aspects are important?

Routines - Did you notice any recurring patterns or routines? How did they occur?

Who was involved?

CHAPTER 7:

Establishing Partnerships

One of the foundations of the revitalized National Neighborhood Watch program is an emphasis on partnerships. Potential partners can be any formal or organized group that a Neighborhood Watch group partners with to improve safety, security, and quality of life. Neighborhood Watch partners can be citizen groups and/or city or regional government agencies. These groups provide information, resources, and support. They help broaden the scope of Neighborhood Watch groups and help to coordinate responses for neighborhood issues. To ensure successful partnerships, Area Coordinators and Block Captains should remember communication, coordination, cooperation, and collaboration techniques.

Communication – The agreement to share thoughts, ideas and information. Communication need not require face-to-face interaction, but can be accomplished through letters, telephone calls, reports or email. Communication requires a message, sender, and a receiver.

Coordination – This is critical to creating and sustaining partnerships and citizen involvement. The amount or nature of interaction can cover a range of activities such as arranging for Community Emergency Response training (CERT) or helping to arrange an event.

Cooperation – This occurs when two or more communicating individuals or groups agree to help each other with tasks.

Collaboration – An intense level of partnership based on a model of sharing power for attaining a common goal.

Watch programs seek to improve the safety and security of everyone in the community. Below are a few organizations that your group may want to partner with, in addition to a local law enforcement agency.

Some potential partners could be:

- Businesses
- Schools and day care centers
- Faith/ Community-based organizations
- Communications companies
- Hospital and medical providers
- Local government
- Other neighborhood groups
- Citizen Corps councils
- Local fire, EMS and police
- Parks and Recreation
- Code Enforcement
- Public Works
- Health and Social Services
- Local news media



Identifying Resources

Think about your Neighborhood Watch program and the community surrounding you. Partnerships aren't just important for training and activities, but also financial, personnel, and materials.

- **Financial resources** can include both individual and outside agency resources.
- **Personnel resources** can include items such as individual skills or possessions.
- **Materials** can range from items such as training materials to building materials.
- **Training resources** can come from individuals or outside agencies (ie. local law enforcement agency).
- **Organizations** that can serve as resources include social service agencies and civic groups such as Kiwanis or Rotary. These groups can provide everything from speakers to volunteers.

Building partnerships within your community can add strength to your Neighborhood Watch group. Don't limit yourself! Be creative when looking for partners and resources. Law enforcement officers should be aware that there are a wide range of both public and private organizations that are available to support and enhance the efforts of Watch groups.



Citizen Corps



Mission

The mission of Citizen Corps is to harness the power of every individual through education, training, and volunteer service to make communities safer, stronger, and better prepared to respond to the threats of terrorism, crime, public health issues, and disasters of all kinds through:

- Preparing the public for local risks with targeted outreach
- Engaging voluntary organizations to help augment resources for public safety, preparedness and response capabilities
- Integrating the whole community and integrates nontraditional resources to ensure disaster preparedness

The Citizen Corps program includes a national network of over 1,200 state, local, and tribal agencies. Citizen Corps Councils bring together local government, business, and community leaders who work to prepare their communities for disaster and to make them more resilient. Councils harness the power of every individual through education, training, and volunteer service to make communities safer, stronger, and better prepared to respond to the hazards and threats facing their community.

History of the Citizen Corps

Following the tragic events that occurred on September 11, 2001, state and local government officials increased opportunities for citizens to become an integral part of protecting the homeland and supporting the local first responders.

In January 2002, the President of the United States launched Citizen Corps, to capture the spirit of service that emerged throughout our communities following the terrorist attacks.

Citizen Corps programs build on the successful efforts that are in place in many communities around the country to prevent crime and respond to emergencies. Programs that started through local innovation are the foundation for Citizen Corps and this national approach to citizen participation in community safety.

Citizen Corps is coordinated nationally by the Department of Homeland Security's Federal Emergency Management Agency. In this capacity, FEMA works closely with other federal entities, state and local governments, first responders and emergency managers, the volunteer community, and the Corporation for National & Community Service.

Citizen Corps Partner Programs



Community Emergency Response Team (CERT) Program

The CERT Program educates people about disaster preparedness and trains them in basic disaster response skills, such as fire safety, light search and rescue, and disaster medical operations. Using their training, CERT members can assist others in their neighborhood or workplace following an event and can take a more active role in preparing their community. The program is administered by the Federal Emergency Management Agency (FEMA).

Please visit the CERT program website (<http://www.fema.gov/community-emergency-response-teams>) for more information.



The Fire Corps promotes

the use of citizen advocates to enhance the capacity of resource-constrained fire and rescue departments at all levels: volunteer, combination, and career. Citizen advocates can assist local fire departments in a range of activities including fire safety outreach, youth programs, and administrative support. Fire Corps provides resources to assist fire and rescue departments in creating opportunities for citizen advocates and promotes citizen participation. Fire Corps is funded through DHS and is managed and implemented through a partnership between the National Volunteer Fire Council, the International Association of Fire Fighters, and the International Association of Fire Chiefs. Please visit Fire Corps website (<http://www.firecorps.org/>) for more information.



National Neighborhood Watch (NNW)

The NNW, housed within the National Sheriffs'

Association, has worked to unite law enforcement agencies, private organizations, and individual citizens in a nation-wide effort to reduce crime and improve local communities. In the aftermath of September 11, 2001, Neighborhood Watch programs have expanded beyond their traditional crime prevention role to help neighborhoods

focus on disaster preparedness, emergency response and terrorism awareness. The NNW Program draws upon the compassion of average citizens, asking them to lend their neighbors a hand. Please visit NNW's website (<http://www.nnw.org/>) for more information.



Medical Reserve Corps (MRC)

The MRC Program strengthens communities by helping medical, public health and other volunteers offer their expertise throughout the year as well as during local emergencies and other times of community need. MRC volunteers work in coordination with existing local emergency response programs and also supplement existing community public health initiatives, such as outreach and prevention, immunization programs, blood drives, case management, care planning, and other efforts. The MRC program is administered by HHS. Please visit the MRC website (<https://mrc.hhs.gov/>) for more information.



Volunteers in Police Service (VIPS)

VIPS works to enhance the capacity of state and local law enforcement to utilize volunteers. VIPS serves as a gateway to resources and information for and about law enforcement volunteer programs. Funded by DOJ, VIPS is managed and implemented by the International Association of Chiefs of Police. Please visit the VIPS website (<http://www.iacp.org/vips>) for more information.



Corporation for National and Community Service (CNCS)

Citizen Corps is coordinated nationally by the Department of Homeland Security (DHS). DHS also works closely with the CNCS to promote volunteer service activities that support homeland security and community safety. CNCS is a federal agency that operates nationwide service programs such as AmeriCorps, Senior Corps, and Learn and Serve America. Participants in these programs may support Citizen Corps Council activities by helping to establish training and information delivery systems for neighborhoods, schools, and businesses, and by helping with family preparedness and crime prevention initiatives in a community or across a region. Please visit the CNCS website (<http://www.nationalservice.gov/>) for more information.

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CHAPTER 8:

Neighborhood Watch's Expanded Role

Emergency Preparedness and Homeland Security

One of the newer elements of Neighborhood Watch is the expanded role that now includes awareness and reporting of possible terrorist activities. Since September 11, 2001, the federal government has issued heightened states of alert for local law enforcement, and has urged Americans to remain vigilant for the threat of new terrorist activities. The need for strengthening and securing communities has become more important than ever. For thirty-five years Watch groups have worked successfully to address crime prevention issues and to restore pride to neighborhoods. Now they face a new challenge: helping local residents become a critical element in the detection, prevention, and disruption of terrorism.



President Bush called for all Americans to make disaster preparedness a part of their daily lives. Although government agencies assume most of the responsibility for detecting and preventing terrorism, preparedness is the job of the individual citizens as well. Disaster can strike quickly. Whether a disaster is a natural event, a technological event, or an act of terrorism, the importance of preparedness is the same.

Preventing Terrorism

The unique infrastructure of NW brings together local officials, law enforcement, and residents for the protection of the community, making NW an excellent program for promoting both citizen awareness and preparedness in the war against terrorism.

To strengthen communities and effectively respond to the threats of terrorism, crime, or any type of disaster, community members should know how to start or join a NW, create a Disaster Preparedness plan, and recognize and report the signs of terrorism.

Six months after the 9/11 attack on the World Trade Center, a national poll showed that already 60% of Americans felt that the primary responsibility for their security didn't rest with themselves but with law enforcement. While law enforcement doesn't have all the answers to Homeland Security, one thing is certain: residents are the key to building safer communities and helping protect themselves.

Terrorists use fear to get attention and show the seriousness of their intent and to leave victims with an unforgettable impression. Their hope is to cause panic and serious disruption of services and everyday activities goes far beyond the impact of the immediate victims. By attempting to demoralize us, the terrorists seek to attack our national psyche by shocking or paralyzing us into inactivity. As part of a successful terrorism awareness and prevention strategy, we must not only know what terrorists do, but also learn about who they are and what they believe. Being aware

of this and more importantly, who they target, allows us to use our resources most effectively and efficiently to address their threats and attacks.

By practicing the following common sense guidelines for observing and reporting, you can actively increase safety and security against a potential terrorist act — and everyday crime and violence.

Most people will not run into terrorists or extremists in their daily routine but some have and will. Law enforcement needs the active involvement of citizens to report suspicious activity. Without leads, there are no investigations.

Neighborhood Watch Activities Related to Homeland Security

- Make sure community members know what kind of suspicious activity to look for and how to report it to law enforcement. Invite a representative from your local law enforcement agency or emergency management office to speak with your Watch group.
- Develop a neighborhood evacuation plan. Create a neighborhood directory with phone numbers and email addresses for all community members, noting contact information and plans for children and seniors who may be alone during emergencies.
- Encourage members to develop an individual emergency preparedness plan and share this plan with the entire family.
- Develop a preparedness kit and have supplies for sheltering in place.

- Discuss local warning systems and how to find information on evacuation routes, schedule, and temporary shelters in an emergency.
- Discuss potential terrorist targets in your community (e.g. power and chemical plants, airports, bridges) and the consequences of the attack.
- Discuss how to report suspicious terrorist activity. Usually Neighborhood Watch members are trained to report to local law enforcement, but in the case of terrorism it might be more appropriate to report to a local FBI office. Check with your Neighborhood Watch officer to find out what is best for your jurisdiction. Also, local emergency agencies will give directions to citizens regarding what to do via the public emergency broadcasts.



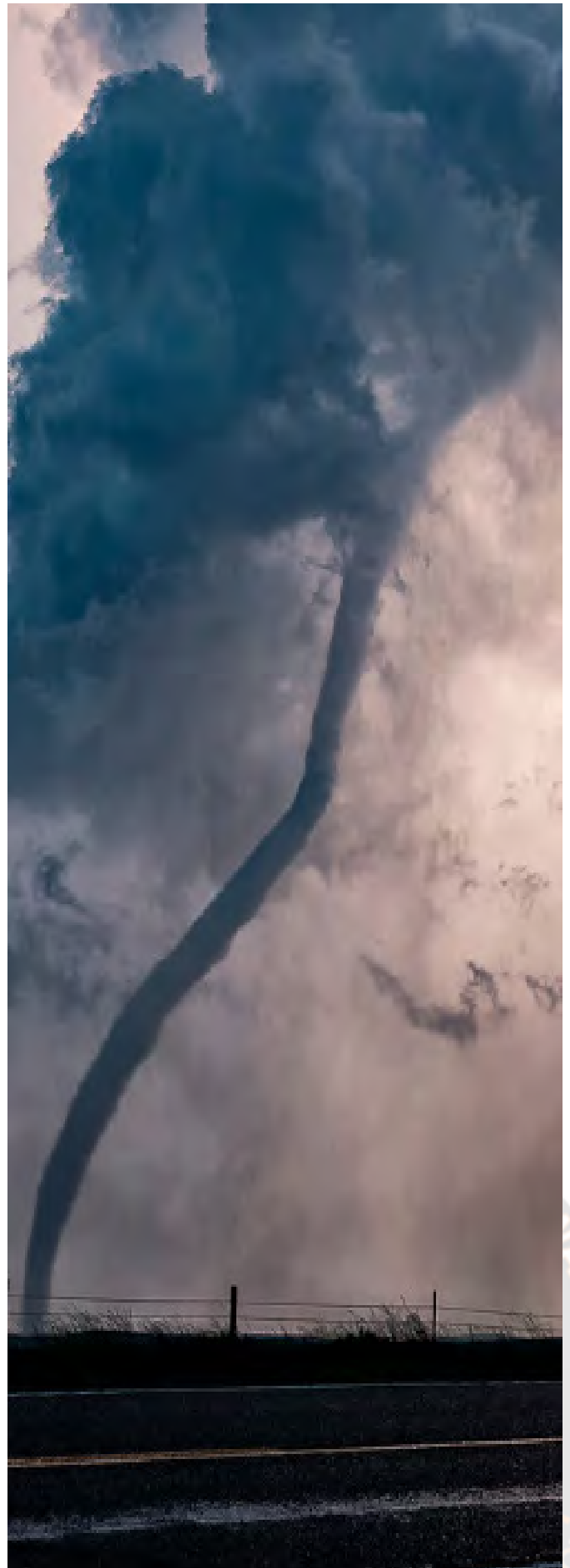
Disasters: Are You Ready?

Check with your local fire department to find out about the classes and training they offer in first aid, CPR, fire suppression, and disaster preparedness. C.E.R.T. (Community Emergency Response Teams) includes extensive training for citizens on disaster preparedness for the neighborhood. Some of the subjects include:

- Disaster first aid.

- How to triage and set up medical areas.
- How to fight fires and turn off gas lines.
- How to inspect buildings and mark them after inspecting.

The first step is making sure your family is safe and you have what you need to stay safe and healthy for the duration and aftermath of a disaster. Supplies must be ready because you usually don't get much warning or time to gather and pack supplies. If you wait, you may not find much in the stores after everyone else scrambles for food, medical supplies, batteries, and water. Make it a family activity to get emergency supplies together. Children can rotate supplies to keep water, batteries and food fresh. You should practice fire escape plans and disaster evacuation plans a couple of times a year. This way, if the "real" thing happens, your family will be calm and levelheaded when everyone else is in a panic. Use old suitcases to pack disaster clothing and personal items; they are easy to grab in a hurry. Ask your fire department for a list of items needed for disaster kits. Individuals with disabilities need to plan for special needs. For example, they should have a pair of work gloves attached to the underside of their wheelchair in case they have to roll through debris, broken glass, etc. Don't forget to plan for the supplies your pets will need. Your Watch group should have a list of residents who will need assistance.



Disaster Preparedness Kit

While it may not be fun to think about a disaster occurring in your community, the chances it may happen are high and the type of disaster varies from where you live. However, your Watch group can make Disaster Preparedness fun by holding a meeting to educate on evacuation plans, then take the time to create Preparedness Kits together. Have each household buy items in bulk, then share with each other in order to reduce costs. Don't forget to use the partnerships you've developed and see if local businesses or government agencies can donate supplies to you.

Recommended Items to Include in a Basic Emergency Supply Kit:

- Water, one gallon of water per person per day for at least three days, for drinking and sanitation.
- Dust mask, to help filter contaminated air and plastic sheeting and duct tape to shelter-in-place.
- Battery-powered or hand crank radio and a NOAA Weather Radio with tone alert and extra batteries.
- Food, at least a three-day supply of non-perishable food.
- Flashlight and extra batteries.
- First aid kit.
- Whistle to signal for help.
- Moist towelettes, garbage bags, and plastic ties for personal sanitation.
- Wrench or pliers to turn off utilities.

- Can opener for food (if kit contains canned food).
- Local maps.

Additional Items to Consider Adding to an Emergency Supply Kit:

- Prescription medications and glasses.
- Infant formula and diapers.
- Pet food and extra water for your pet.
- Important family documents such as copies of insurance policies, identification, and bank account records in a waterproof, portable container.
- Cash or traveler's checks and change.
- Emergency reference material such as a first aid book or information from www.ready.gov.
- Sleeping bag or warm blanket for each person. Consider additional bedding if you live in a cold-weather climate.
- Complete change of clothing including a long sleeved shirt, long pants, and sturdy shoes. Consider additional clothing if you live in a cold-weather climate.
- Household chlorine bleach and medicine dropper. When diluted nine parts water to one part bleach, bleach can be used as a disinfectant. Or in an emergency, you can use it to treat water by using 16 drops of regular household liquid bleach per gallon of water. Do not use scented, color safe, or bleaches with added cleaners.
- Fire Extinguisher.
- Matches in a waterproof container.

- Feminine supplies and personal hygiene items.
- Mess kits, paper cups, plates and plastic utensils, and paper towels.
- Paper and pencil .
- Books, games, puzzles or other activities for children.

Through its Ready Campaign, the U.S. Department of Homeland Security educates and empowers Americans to take some simple steps to prepare for and respond to potential emergencies, including natural disasters and terrorist attacks. Ready asks individuals to do three key things:

1. Get an emergency supply kit,
2. Make a family emergency plan, and
3. Be informed about the different types of emergencies that could occur and their appropriate responses.

All Americans should have some basic supplies on hand in order to survive for at least three days if an emergency occurs. See the previous lists of items to have on hand. However, it is important that individuals review this list and consider where they live and the unique needs of their family in order to create an emergency supply kit that will meet these needs. Individuals should also consider having at least two emergency supply kits, one full kit at home and smaller portable kits in their workplace, vehicle or other places they spend time.

For more information on preparing your family and community for a disaster check out the Ready website (www.Ready.gov).

There are tips to prepare for particular disasters affecting your area as well as downloadable forms and checklists.

Take some time to explore the NNW website (<https://www.nnw.org>) for information and materials regarding pandemic flu preparedness and other topics on preparedness that can be beneficial to your group. It is important for your group to be prepared for all hazards due to the reduced access with first responders in the event of a community disaster. On the NNW website are a number of printable resources that can assist a group in organizing and preparing for all hazards, along with recommendation on other important resources.



CHAPTER 9:

Basic Home Security

The original purpose of NW was to increase awareness in communities about ways to protect homes from burglaries. Although NW has expanded over the years, protecting homes is still a priority. Since most burglaries and thefts are crimes of opportunity, the more obstacles that we put in place to protect ourselves, the less the chance of our being victimized. In sports, the more defenses a team has, and the better that defense is, the less likely the opponent will be to score. In target hardening, we want to increase our "defense" by identifying multiple methods that you can employ to protect yourself and stop the criminal. Some are common sense methods that cost little or no time or effort, while others may be more complicated. The number of home burglaries is still high and community members should do everything possible to prevent burglaries. When a person falls victim to an attack on their home they feel vulnerable and usually do not recover the stolen property. Law enforcement can help citizens protect their property not just to keep crime rates low, but also because if their property is stolen, they will likely never see it again.

Basic Home Target Hardening Techniques

When developing a target hardening program to protect against home burglaries, law enforcement can suggest a variety of options. Target hardening can range from the purchase of elaborate alarm systems with every possible type of monitor, to buying a dog that announces the arrival of anyone at your door. NSA offers a Target Hardening

course through the Neighborhood Watch Toolkit, or you can contact your local law enforcement for assistance in developing strategies. These techniques are designed to assist homeowners in protecting their property by using some simple, cost-effective crime prevention methods. These include using appropriate doors, locks, windows, lighting, appearance, alarms and garages, and provide some helpful hints that range across several categories of safety and security.

Assessing the Structure

When scanning a home, you begin your home burglary risk assessment with the front door and work your way around the house. Start at the entryway of the house or apartment and observe the door, the locks, nearby windows, entry area lighting and the general appearance of the home, as well as other features such as whether an alarm system is present. Next, move counterclockwise around to the side and back where you may encounter a garage, shed or other areas that need to be secured.

Doors

As the primary point of entry for many burglars, the first item to inspect is the front door. Hollow-core or poorly fitting doors can mean trouble, as can front doors that are not equipped with proper deadbolt locks (at least one inch and half in depth). All exterior doors should be metal or solid wood and have strong



door hinges on the inside of the door with hidden or non-removable pins. Officers should recommend homeowners install good quality deadbolt locks on all exterior doors and on any doors that open to attached garages.

Locks



Recommend homeowners install strong, reliable deadbolt locks extending at least one inch and half when in the locked position. They may also want to consider deadbolts with reinforced strike

plates and extra long mounting screws to anchor the lock. Finally, if there is a change in home ownership, recommend all locks be changed immediately to avoid the possibility that extra keys to the house may be in the hands of unknown individuals. High quality security locks are available at most major market retailers and hardware stores.

Windows

After doors, windows are the next most-utilized access points, yet they are often overlooked by both law enforcers and citizens alike. Windows can be broken, pried open, or lifted from their tracks, or can have their panes removed by thieves. It is important for your windows to have locks on them. Though placing nails or pins in a double hung window can be a fire hazard it can provide extra security when away. You might want to have a professional window expert come out and talk to you



about the security of your windows or what you can do to make them more secure.

Lighting

Although lighting is often considered decorative, a well lighted house can expose individuals attempting to conceal themselves and commit criminal acts. Officers should discuss the use of both interior and exterior lighting. A lighting audit should be completed after dark to be certain you are evaluating artificial illumination and not daylight. It is okay if the night is bright due to moonlight. At least two people will need to work together so you can check for things like color recognition/identification. Working in pairs is also a good idea for reasons of personal safety. In areas less lighted at night you might consider motion detector lighting or sensor lights.

Alarms



The mere presence of some alarm systems may deter potential burglars. Alarm company signs placed in the yard, stickers

on the windows and visible contacts or keypads are often enough to cause the average burglar to think twice before trying to break in. Since burglary is a crime of opportunity, the potential thief may decide to move on to a location that does not have an alarm system. There are many types of alarm systems on the market including monitored, non-monitored, audible, wireless, sound-based, motion-based, etc. In many jurisdictions, alarm permits must be purchased and there may be penalties for

false alarms. The purchase of an alarm system and its accompanying service or monitoring fees can be a major financial commitment, and is one that should be thoroughly researched by the homeowner.

Garages

When it comes to security, the garage is one area of the home that is commonly overlooked. Many garages have electronic garage door openers that give the homeowner a false feeling of security. Another often ignored element of the garage is the door that connects the garage to the house. If this door is not kept secure, then anyone entering the garage can enter the house. In order to increase garage security and house security, residents should always lock the doors connecting a home to an attached garage. They should not rely on an automatic garage door opener for security. At home, people should always park their cars in the garage with the garage door shut. If a burglar notices a pattern where the garage door is left open, or cars are normally parked in the driveway whenever someone is home, then a closed garage door or no cars in the driveway may be a giveaway that no one is home. Consistency in leaving the cars in the garage behind closed doors will keep from tipping off the burglar that the home is unoccupied. Besides, leaving the garage door open allows strangers to see whatever belongings are stored in the garage. It's a good idea for homeowners to install automatic openers that will allow them to stay in their cars until safely parked in the garage.

For those without garages, it is important

that valuables are not left easily seen in the car and that the car is locked while in the driveway.

Exterior Appearances

Making sure your trees and bushes are trimmed and don't provide secluded shelter for a robber is important. Crime Prevention through Environmental Design (CPTED) refers to how to use various crime prevention techniques while maintaining or improving the appearance of the property. Some lessons borrowed from CPTED may include: using fences, walkways, and shrubs to direct visitor access, limit entry or call attention to individuals who have deviated from the designated pathway; planting thorny bushes around windows to make illegal entry more difficult; trimming shrubs and trees that could conceal criminals; cutting back tree limbs that might allow thieves to climb into windows; and using landscaping designs that provide maximum visibility to and from the house. Contact your law enforcement liaison to request an officer certified in CPTED to analyze the homes in your community.



To learn more about CPTED, visit the National Institution of Crime Prevention website (<https://www.cptedtraining.net/>).

Operation Identification (Operation ID)

Operation ID is a program where property is marked or engraved with a special number. This is called an owner-applied number (OAN) and it can be used to report stolen items. Operation ID has shown dramatic results in reducing burglaries and theft. Burglars usually avoid marked items because they are hard to re-sell.

- Mark valuables with driver's license number (DL) or state identification number (ID) or – for a business – state tax number (TX).
- To make sure nobody changes the OAN, put the two letters of your state at the start and end it with DL, ID, or TX – whichever applies.
- Never use your social security number. Don't engrave paintings, antiques, or any item you may want to sell.
- Hang Operation ID decals near your doors. This lets burglars know that property inside has been marked and won't be easy to re-sell.
- Small stickers may be available from police agencies or you can purchase them from the National Sheriffs' Association.

Engravers are inexpensive tools that can save you thousands of dollars. Pass the hat to buy a neighborhood engraver to share. If you sell engraved items, etch one line through your number so it's still readable. Initial it and give the buyer a bill of sale describing the item.

Property List

It's a good idea for community members to make a list of their property, including CDs, DVDs, videos, and any other collectible items. The list should be kept in a safe place. A list saved on the computer is no good if the burglars steal the computer too! People should take photos of expensive items, such as jewelry, and fill in a "Property Inventory Form" (available through Neighborhood Watch) to help police return any recovered property. Finally, it is imperative to remember that maintaining current and adequate insurance coverage is very important.

Personal Property Identification Record

If you are a victim of a burglary it is important to know the serial numbers of the items stolen. Without positive identification made possible by a serial number – or unique number which you may engrave on your property – you may not be able to prove you are the rightful owner if the item is recovered. In addition having a good record of your valuables makes it easier to report missing items to insurance companies for replacement.

Take a few minutes and record the description, serial numbers, and value of those items which are most likely to be stolen. Many are listed on this form. You should also take pictures especially of jewelry, silver and antiques. Keep your property record and pictures safe along with insurance papers.

Credit and Charge Cards

Company	Contact Number	Card Number

Household and Personal Items

Item	Brand Name	Model #	Serial Number	\$ Value
Television				
Television				
Stereo				
Computer				
Laptop				
Printer				
Watch				
Microwave				
Camera				
Video Camera				

Personal Property Identification Record Continued

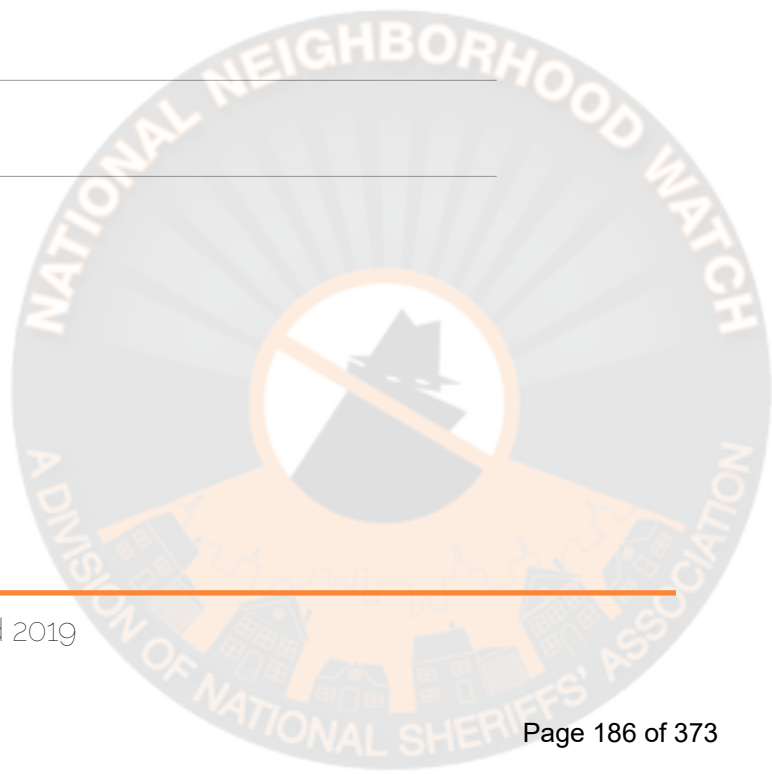
Power Tools, Lawn/Garden Equipment, Other Miscellaneous

[illegible]

Automobiles, Motorcycles, RVs, and Bicycles

[illegible]

Notes



Reasons for Neighborhood Watch

Basic Crime Prevention

Practice crime safety measures that eliminate opportunities for criminals. Encourage others to join in crime prevention efforts. Aid others when they become victims of crime. Work for a better and safer neighborhood through protecting and honoring the rights of others.

Disaster Preparedness

Learn skills to prepare for man-made and natural disasters. Local, state and the federal government do a lot to prepare for disasters but citizens have to be ready to care for each other. Encourage Citizen Involvement in preparation and planning.

Build a Stronger Community

Get to know your neighbors. In our fast-paced world we don't spend enough time learning about our neighbors. Watch groups give community members a reason to get together and talk about making their community a better place. Neighborhood Watch Activities are a fun way for community members to get to know each other while making a difference.



Contact Us

1450 Duke Street
Alexandria, VA 22314
1800.424.7827

Online

<http://nnw.org>

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National Neighborhood Watch.
A Division of the
National Sheriffs' Association

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 20, 2025

AGENDA ITEM CAPTION: Discussion regarding Ordinance 2025-12 establishing a bilingual assignment pay for police officers and firefighters.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION:

The proposed ordinance establishes a Bilingual Assignment Pay program for classified civil service personnel in the Lockhart Police and Fire Departments, including probationary police officers and firefighters. This initiative recognizes and compensates these first responders who demonstrate verified proficiency in a non-English language and utilize their bilingual skills in the performance of official duties.

The ordinance aligns with Texas Local Government Code §143.042, which authorizes assignment pay for specialized functions for police officers and firefighters. Bilingual personnel, especially first responders, are instrumental in enhancing communication, emergency response, and public trust—particularly when serving residents with limited English proficiency.

Under the ordinance, eligible employees who pass a standardized language proficiency exam and are assigned by their department chief will receive an additional \$0.75 per hour. The City will determine which languages qualify based on community needs, with Spanish included by default.

The program will be administered by the Human Resources Department in coordination with department heads and includes provisions for retesting and documentation. This action supports equitable service delivery and strengthens community engagement across language barriers with first responders. In compliance with Texas Local Government Code, an ordinance is necessary to authorize a bilingual assignment pay for police officers and firefighters. City Management is currently reviewing internal departmental policies with the intent to enable 9-1-1 dispatchers, who are also first responders, to be able to utilize this same process as proposed in Ordinance 2025-12 to demonstrate proficient bilingual skills and be eligible for a bilingual pay designation.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Ordinance 2025-12 Bilingual Assignment Pay -
Police Fire, Bilingual Assignment Stipend from Nearby Agencies

ORDINANCE NO. 2025-12

AN ORDINANCE ESTABLISHING BILINGUAL ASSIGNMENT PAY FOR POLICE AND FIRE CIVIL SERVICE PERSONNEL; PROVIDING FOR ELIGIBILITY, COMPENSATION, TESTING, AND ADMINISTRATION TO BE GOVERNED BY POLICY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lockhart, Texas, recognizes the importance of effective communication between its public safety personnel and the diverse population they serve; and

WHEREAS, the City acknowledges that police officers and fire civil service personnel who are proficient in both English and another language provide an essential service to the community, particularly in facilitating public safety, emergency response, and community trust; and

WHEREAS, the citizens have adopted Chapter 143 for its police and fire departments, and Texas Local Government Code Section 143.042 authorizes assignment pay for members who perform specialized functions; and

WHEREAS, the City Council finds it in the best interest of the City to provide bilingual assignment pay as an incentive and recognition for police officers and fire civil service personnel who provide bilingual services in the performance of their official duties;

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

SECTION 1. FINDINGS

The statements made in the preamble are true and correct.

SECTION 2. PURPOSE

The City hereby establishes Bilingual Assignment Pay for the Lockhart Police Department and Lockhart Fire Department to recognize and compensate civil service personnel, including probationary police officers and probationary fire fighters, who demonstrate verified proficiency in a language other than English and use such skills in the performance of their official duties to meet operational needs.

This ordinance supports the delivery of equitable services to individuals with limited English proficiency and formalizes a process for awarding bilingual pay to sworn personnel who provide translation or interpretation services during their regular course of duties and perform those duties as assigned by the Police Chief or Fire Chief.

SECTION 3. ELIGIBILITY

To be eligible for Bilingual Assignment Pay, an employee must:

1. Be a classified civil service member of the Lockhart Police Department or Lockhart Fire Department, including probationary police officers and probationary fire fighters;
2. Demonstrate verified proficiency in a non-English language through an approved testing process as outlined below;
3. Be willing and available to utilize their bilingual skills during the performance of their duties to address language barriers;
4. Receive approval from the respective department head (Chief of Police or Fire Chief) or their designee for assignment to bilingual duties.

SECTION 4. TESTING AND VERIFICATION

A. **Initial Testing:** Personnel must pass a standardized proficiency exam administered through a city-designated language testing vendor, coordinated by the Human Resources Department.

B. **Retesting:** Personnel may be required to periodically retest to maintain stipend eligibility, on a schedule determined by the City.

C. **Missed Testing:** Missed tests must be promptly rescheduled. Eligibility for payment is contingent upon timely completion and verification.

D. **Notification:** Upon successful test completion, the employee must present certification or proof to the appropriate department head and the Human Resources Director to become eligible for Bilingual Assignment Pay.

SECTION 5. AUTHORIZATION AND USAGE

A. Upon approval, eligible personnel shall begin receiving bilingual assignment pay starting from the first full pay period following verification.

B. Personnel assigned by the Chief of Police or Fire Chief to receive bilingual pay are expected to:

1. Utilize their language skills in applicable work-related interactions;
2. Assist in communication with the public in their certified language;
3. Serve as a resource to enhance community relations and service delivery.

SECTION 6. COMPENSATION

A. Personnel assigned to bilingual duties shall receive an additional **\$0.75 per hour** as Bilingual Assignment Pay.

B. Eligible languages shall be determined by the respective Chief based on current community needs and language demographics and shall include Spanish.

SECTION 7. SEVERABILITY

If any part of this ordinance is found invalid or unconstitutional, the remaining provisions shall remain in full force and effect.

SECTION 8. EFFECTIVE DATE

This ordinance shall take effect on **June 1, 2025**, following adoption and approval as required by law.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas, on this the 20th day of May 2025.

CITY OF LOCKHART, TEXAS

LEW WHITE, Mayor

ATTEST:

JULIE BOWERMON, City Secretary

APPROVED AS TO FORM:

BRADFORD E. BULLOCK, City Attorney

Bilingual Assignment Stipend from Nearby Agencies

Bastrop PD-\$100 per month

Taylor PD-\$75 per month.

San Marcos PD-\$80 per month

Buda PD-\$100 per month

Kyle PD-\$150 per month

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 20, 2025

AGENDA ITEM CAPTION: Announcement of nomination of Curtis Hawkins to the Parks and Recreation Advisory Board by Councilmember Juan Mendoza for a term to expire in November 2025.

ORIGINATING DEPARTMENT AND CONTACT: Council - Juan Mendoza

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Councilmember Juan Mendoza has nominated Curtis Hawkins to be appointed to the Parks and Recreation Advisory Board.

After reviewing the application, Mr. Hawkins meets the qualifications to serve on a city board.

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

This item is the announcement of nomination. If the Council should move to appoint Mr. Hawkins to the board, action of appointment will occur during a subsequent Council meeting.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: PAR Advisory Board Roster, Curtis Hawkins application - Parks Board

PARKS AND RECREATION BOARD

Ord. 86-50, Adopted 11-25-86

First Name	Last Name		Address1	Council Member	Date Appt	Exp
Rob	Ortiz		1004 N.Commerce	John Castillo	8/20/2024	2025
Dennis	Placke		1011 W.Live Oak St.	Brad Westmoreland	2/4/2020	2022
Karla	Tate		500 Caribbean Dr.	Mayor White	2/2/2021	2026
Lee	Parra		209 Windridge Dr. N.	Angie Sanchez	8/17/2021	2022
Vacant				Juan Mendoza		
Warren	Burnett		1205 Rio Vista Cove	John Lairsen	2/20/2024	2026
Russell	Wheeler		607 La Felician Dr.	Jeffry Michelson	12/15/2020	2026
		Alternate				
		Little League		Non-Voting member		
		Youth Soccer		Non-Voting member		
		Co-Rec. Softball		Non-Voting member		

Staff Liaison: Parks and Recreation Director
Steve Lewis, City Manager

NOTE:

Sec. 40-133. Members.

(a) The board shall consist of seven members appointed in accordance with section 2-210 to serve three years terms, such terms to coincide with the council position making the appointment and two alternates shall also be appointed by the mayor and mayor pro tem, one each. The two alternates shall also serve the term coinciding with the council position making the appointments. Vacancies shall be filed for an unexpired term in the manner in which the original appointments are required to be made. (Ordinance 06-08, adopted February 7, 2006)

APPLICANT'S NAME: Curtis Hawkins

BOARD NAME(S): Parks & Recreation
Advisory Board

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

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: 2021 (LEFT IN 2015, RETURNED IN 2021)
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: 6/2021
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:

PARKS

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

Parks and Recreation Advisory Board meets on the fourth Thursday at 5:30 p.m. each month if there are items pending the Board's review. The Board's duties are to recommend to the city council policies and programs for the advancement and betterment of city parks and recreation; to render to the city manager recommendations concerning the annual budget of the parks and recreation department for presentation to the city council; to make recommendations to the city council regarding proposed parks facilities and recreation programs, encourage public interest in parks facilities and recreation programs and solicit the cooperation of public and private agencies in the advancement of city parks and recreation; to make recommendations through the city manager to the city council regarding special requests for use of public parks or facilities; and to make recommendations through the city manager to the city council regarding the use of donations, legacies or requests made to the city for the furtherance of city park facilities. All members must reside within the city limits. The Board consists of seven members that serve a three-year term. The Parks Manager is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified? YES NO DISCRETION OF THE COUNCIL

NOTES: _____

CITY OF LOCKHART
ADVISORY BOARD/COMMISSION QUESTIONNAIRE/APPLICATION

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

1. PERSONAL INFORMATION

Full Legal Name		Curtis Jordan Hawkins		Preferred Name		Curtis Hawkins	
Physical Home Address							
105A Mockingbird Lane,							
Mailing Address (if different)							
City		Lockhart		State		Texas	
				Zip		78644	
Home Phone				Work Phone			
Mobile Phone				512-200-2005			
Email Address							
Date of Birth		/ /					

2. AREAS OF INTEREST

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

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

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

Interest and Experience Statement – Parks & Recreation Advisory Board

As a lifelong Lockhart resident, I'm passionate about creating and sustaining spaces that support families, youth, and community connection. My interest in serving on the Parks & Recreation Advisory Board comes from years of experience as a coach and mentor to young people in our area. Through this work, I've seen firsthand how access to well-maintained parks, fields, and recreational programming can shape lives—building confidence, leadership, and healthy habits.

In addition to coaching, I've helped organize local athletic events and have worked closely with youth and parents to promote participation, teamwork, and personal growth. I bring a strong understanding of the needs and potential of our parks system from both a user and mentor perspective. I'd be honored to contribute to planning and decision-making that keeps Lockhart's recreational spaces inclusive, vibrant, and accessible to all.

3. BOARD MEMBER QUALIFICATIONS

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

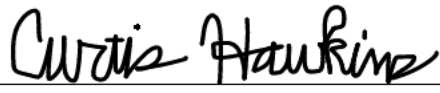
YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board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

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

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

Certification of Applicant

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

 - Curtis Hawkins
Applicant's Signature

05/05/2025
Date

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

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

Phone: 512.398.3461
jbowermon@lockhart-tx.org

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 20, 2025

AGENDA ITEM CAPTION: Announcement of nomination of Justin Wells to the Lockhart Economic Development Corporation by Councilmember John Lairsen for a term to expire in November 2026.

ORIGINATING DEPARTMENT AND CONTACT: Council - John Lairsen

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Councilmember John Lairsen has nominated Justin (JJ) Wells to be appointed to the Lockhart Economic Development Corporation.

After reviewing the application, Mr. Wells meets the qualifications to serve on a city board.

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

This item is the announcement of nomination. If the Council should move to appoint Mr. Wells to the board, action of appointment will occur during a subsequent Council meeting.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: LEDC Roster, Justin Wells application - LEDC

ECONOMIC DEVELOPMENT CORPORATION
(1/2 CENT SALES TAX)
Two Year Terms

First	Last	Address1	Council Member	Date Appt	Exp
Doug	Foster	1314 Clearfork St.	Jeffry Michelson	12/6/2022	2026
Alan	Fielder	410 Connolly Circle	Mayor White	1/19/2021	2026
Juan	Alvarez, Jr.	600 Pearl	Juan Mendoza	12/21/2021	2022
Alfredo	Munoz	1201 Plum St.	Angie Sanchez	1/7/2020	2022
Frank	Estrada	407 W. China St.	Brad Westmorel and	2/4/2020	2022
Yolanda	Strey	505 Blakes Cove	David Bryant	9/6/2022	2022
Vacant			John Lairsen		

Economic Development Director - staff liaison

BOARD QUALIFICATION CHECKLIST

DATE RECEIVED: MAY 5 2025APPLICANT'S NAME: Justin WellsBOARD NAME(S): LEDC, Parks & Recreation Advisory Board,
and Planning & Zoning Commission

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

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: 2020
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: 2020
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:

LEDC

← CURRENTLY ① VACANCY

Y or N City Resident?
Y or N If no, Caldwell County resident?

Lockhart Economic Development Corporation meets on the second Monday at 6:30 p.m. each month. The Board assists in financing the Lockhart Capital Improvement Plan as adopted by the City of Lockhart, shall establish an enterprise fund for approved projects pursuant to the Lockhart Capital Improvement Plan, and shall annually submit a Multi-Year Financial Plan to the City Council. The Board provides economic development assistance from entrepreneurs to large corporations and from retail to manufacturing companies such as property tax abatements. The Board consists of seven directors that serve a two-year term. The Economic Development Director is the staff liaison.

PARKS← CURRENTLY ① VACANCY &
① ALTERNATE VACANCY

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

Parks and Recreation Advisory Board meets on the fourth Thursday at 5:30 p.m. each month if there are items pending the Board's review. The Board's duties are to recommend to the city council policies and programs for the advancement and betterment of city parks and recreation; to render to the city manager recommendations concerning the annual budget of the parks and recreation department for presentation to the city council; to make recommendations to the city council regarding proposed parks facilities and recreation programs, encourage public interest in parks facilities and recreation programs and solicit the cooperation of public and private agencies in the advancement of city parks and recreation; to make recommendations through the city manager to the city council regarding special requests for use of public parks or facilities; and to make recommendations through the city manager to the city council regarding the use of donations, legacies or requests made to the city for the furtherance of city park facilities. All members must reside within the city limits. The Board consists of seven members that serve a three-year term. The Parks Manager is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified? YES NO DISCRETION OF THE COUNCIL

NOTES: P 32 = CURRENTLY NO VACANCIES

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

1. PERSONAL INFORMATION

Full Legal Name Justin Wells		Preferred Name JJ Wells	
Physical Home Address 1007 West Live Oak			
Mailing Address (if different)			
City Lockhart	State Texas	Zip 78644	
Home Phone:		Work Phone	
Mobile Phone			
Email Address			
Date of Birth			

2. AREAS OF INTEREST

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

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

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

I am an attorney experience with local city and county governmental procedures and policies.

3. BOARD MEMBER QUALIFICATIONS

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

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

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

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

Certification of Applicant

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

_____

5/5/2025

Date

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

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

Phone: 512.398.3461
FAX: 512.398.510
jbowermon@lockhart-tx.org

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 20, 2025

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING on application ZC-25-01 a request by Craig Harris and discussion and/or action on Ordinance 2025-10 for a Zoning Change from RMD Residential Medium Density District to CHB Commercial Heavy Business District on 0.248 acres in the Byrd Lockhart Survey, Abstract No. 17, located at 729 South Colorado Street.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The proposed zoning change is for the purpose of removing the split zoning on a parcel with frontages on both South Colorado and South Commerce Streets. The commercially-zoned Colorado Street frontage is home to a honey business, while the residentially-zoned Commerce Street frontage is largely vacant. However, the zoning line encroaches the main building, leaving part of the commercial building in a residential zone. The applicant has requested the zoning change to make the lot's zoning consistent and eliminate the zoning line that currently passes through the main building.

The proposed rezoning is consistent with the recommendations of the Lockhart Looking Forward Comprehensive Plan. Water, wastewater, and road infrastructure is sufficient for allowed or permitted use in the CHB zoning district.

PROJECT SCHEDULE (if applicable): None

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: None

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission recommended approval of the proposed zoning change at their May 14, 2025 meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2025-10, changing the zoning from RMD to CHB for 0.248 acres addressed as 729 Colorado Street.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: ZC-25-01 Ordinance 2025-10, Ordinance 2025-10 (ZC-25-01) Exhibit A, zc-25-01 staff report--COUNCIL, ZC2501 case map, ZC2501 aerial, ZC2501 zoning, ZC2501 flu thoroughfares, ZC2501 application

ORDINANCE 2025-10

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY 0.248 ACRES OF THE PROPERTY KNOWN AS A017 BYRD LOCKHART SURVEY ACRES 0.511 LOCATED AT 729 SOUTH COLORADO STREET, FROM RMD RESIDENTIAL MEDIUM DENSITY DISTRICT TO CHB COMMERCIAL HEAVY BUSINESS DISTRICT.

WHEREAS, on May 14, 2025, the Planning and Zoning Commission held a public hearing and voted to recommend approval of a zoning change to CHB Commercial Heavy Business District; 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-25-01, known as A017 Byrd Lockhart Survey Acres 0.511, and more particularly described in Exhibit A and located at 729 South Colorado Street, will be reclassified from RMD Residential Medium Density District to CHB Commercial Heavy Business 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 20TH DAY OF MAY, 2025

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney



REZONING DESCRIPTION

All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being a part of Byrd Lockhart Survey A-17 and being also a part of a tract all of a tract of land called 0.507 acres and conveyed to Inspira Financial Trust LLC by deed recorded in Instrument #2020-003341 of the Official Public Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a concrete monument found used for basis of bearing in the NW corner of the said 0.507 acre tract and in the East line of S. Commerce Street and the SW corner of Lot 1 in Block 1 of the Fred and Billie Roberts Subdivision as recorded in Plat Cabinet B Slide 68 of the Plat Records of Caldwell County, Texas for the NW corner this tract.

THENCE N 80 degrees 00 minutes 00 seconds E with the North line of the said 0.507 acre tract and the South line of the above mentioned Roberts Subdivision **111.90 feet** to a calculated point for the NE corner this tract.

THENCE S 10 degrees 00 minutes 00 seconds E over and across the said 0.507 acre tract **96.52 feet** to a calculated point in the South line of the said 0.507 acre tract and the apparent North line of land called 0.123 acres and conveyed to Ronald James Peterson by deed recorded in Volume 629 Page 392 of the said Official Records for the SE corner this tract.

THENCE S 80 degrees 00 minutes 00 seconds W with the South line of the said 0.507 acre tract and the apparent North line of the above mentioned 0.123 acre tract and partially along the apparent North line of a tract of land conveyed to Simon Alvarez et al by deed recorded in Instrument #2018-002507 of the said Official Records **111.90 feet** to a 1/2" iron pin found in the SW corner of the said 0.507 acre tract and the apparent NW corner of the above mentioned Alvarez tract and the East line of S. Commerce Street for the SW corner this tract.

THENCE N 10 degrees 00 minutes 00 seconds W with the West line of the said 0.507 acre tract and the East line of S. Commerce Street **96.52 feet** to the place of beginning containing **0.248 acres** of land (10,800 sq ft) more or less.

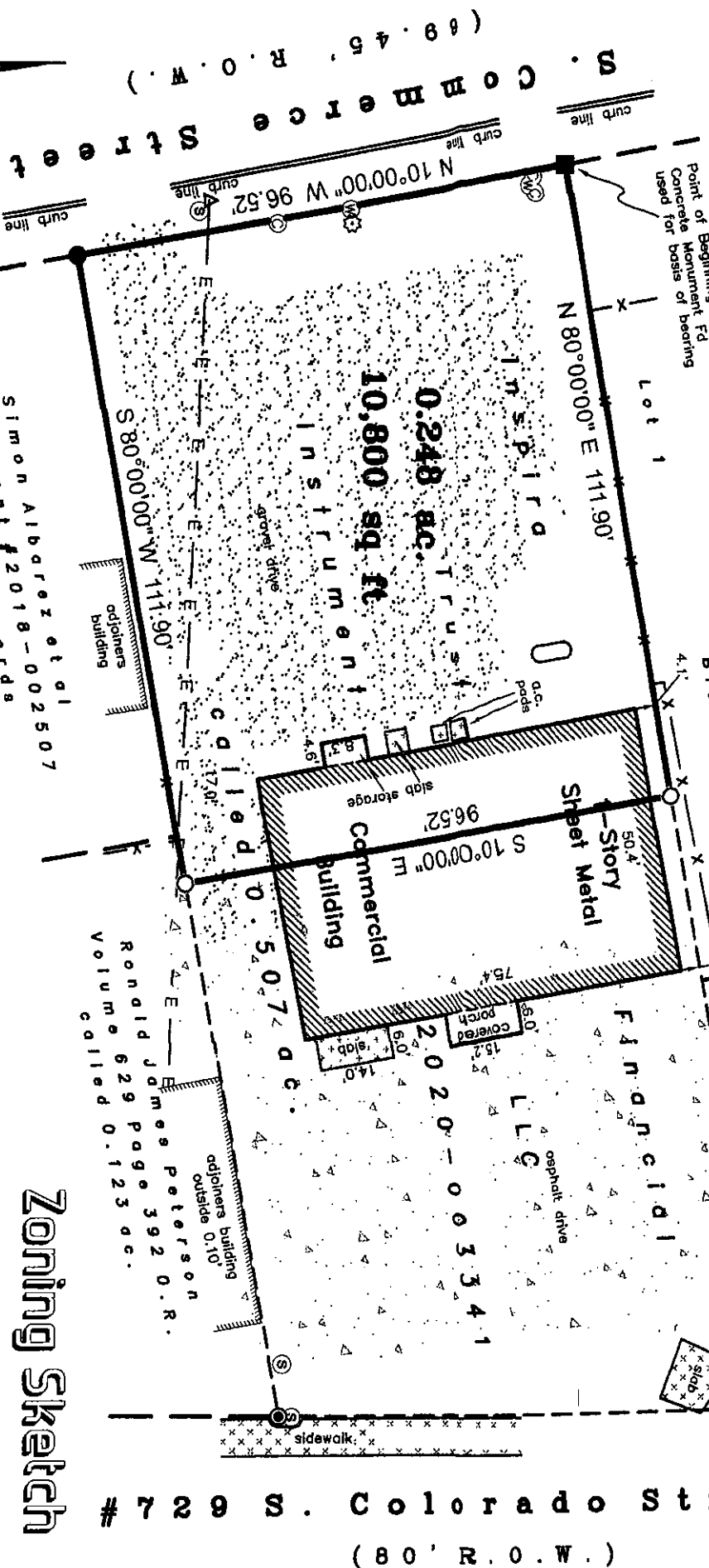
I hereby certify that the foregoing field notes were prepared for zoning purposes only and are not to be relied upon for transfer of title or used for conveyance and prepared on April 10, 2025. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



**City of Lockhart
Caldwell County, Texas
Byrd Lockhart Survey A-17**

Robert's Subdivision
Fred and Billie Roberts
Cabinet B Slide 68
Plat Records
Block 1

Lot 2
1/2" iron pin found
used for basis of bearing



Zoning Sketch
(Cannot be used for conveyance)

© Hinkle Surveyors 2025

Scale 1"=30'

Field Book 44	Drawn By: AJH LH
Job No. 20201001	Drawing: 20201001-zoning.dwg
Date: April 2025	Word Date: April 4-2025
Surveyed By: AJH JDS	AutoCAD Date: April 4-2025

HINKLE
SURVEYORS

P.O. Box 1027 1109 S. Main Street Lockhart, TX 78644
Ph: (512) 398-2000 Fax: (512) 398-7683 Email: contact@hinklesurveyors.com Firm Registration No. 100886-00

CASE SUMMARY

STAFF: David Fowler, Planning Director
 REPORT DATE: May 14, 2025
 PLANNING AND ZONING COMMISSION HEARING DATE: May 14, 2025
 CITY COUNCIL HEARING DATE: May 20, 2025
 REQUESTED CHANGE: RMD to CHB
 STAFF RECOMMENDATION: **Approval**
 PLANNING AND ZONING COMMISSION RECOMMENDATION: **Approval**

CASE NUMBER: ZC-25-01

BACKGROUND DATA

APPLICANT: Craig Harris
 OWNER: Inspira Financial Trust, LLC
 SITE LOCATION: 729 South Colorado Street
 LEGAL DESCRIPTION: Metes and Bounds
 SIZE OF PROPERTY: 0.248 acres
 EXISTING USE OF PROPERTY: Commercial/Vacant
 LAND USE PLAN DESIGNATION: Central District

ANALYSIS OF ISSUES

REASON FOR REQUESTED ZONING CHANGE: The purpose of the zoning change is to make the zoning consistent between the front and rear portions of a property that is divided between two zoning districts. The proposed rezoning has been submitted because the current zoning line encroaches the building on the site, making the use nonconforming in the RMD Medium Density Residential zoning district.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Residential, commercial	RMD, CHB	Central District/Local Corridor
East	Commercial	CHB, CLB	Central District/Local Corridor
South	Residential, commercial	RMD, CHB	Central District/Local Corridor
West	Residential	RMD	Central District/Mid-density infill

TRANSITION OF ZONING DISTRICTS: The subject property is located in an area that transitions from commercial along the South Colorado Street corridor to a more solidly residential area starting on the west side of South Commerce Street. The property immediately to the east of the site is the rest of the lot that is already zoned CHB. The part of the lot with South Colorado Street frontage had long been an auto parts store, but is now a honey business. The portion of the parcel for which the rezoning has been requested abuts residentially zoned properties to the north and south but there are other commercial properties along the east side of South Commerce Street in the immediate vicinity, some of them also on lots that front both Colorado and Commerce Streets. As the remainder of the property shares the

requested zoning district, and several nearby properties also have the same zoning, this application would not be considered spot zoning.

ADEQUACY OF INFRASTRUCTURE: Vehicular access will be from both South Commerce and South Colorado Streets. There is a four-inch water main along South Commerce Street, and an eight-inch wastewater line in South Commerce Street.

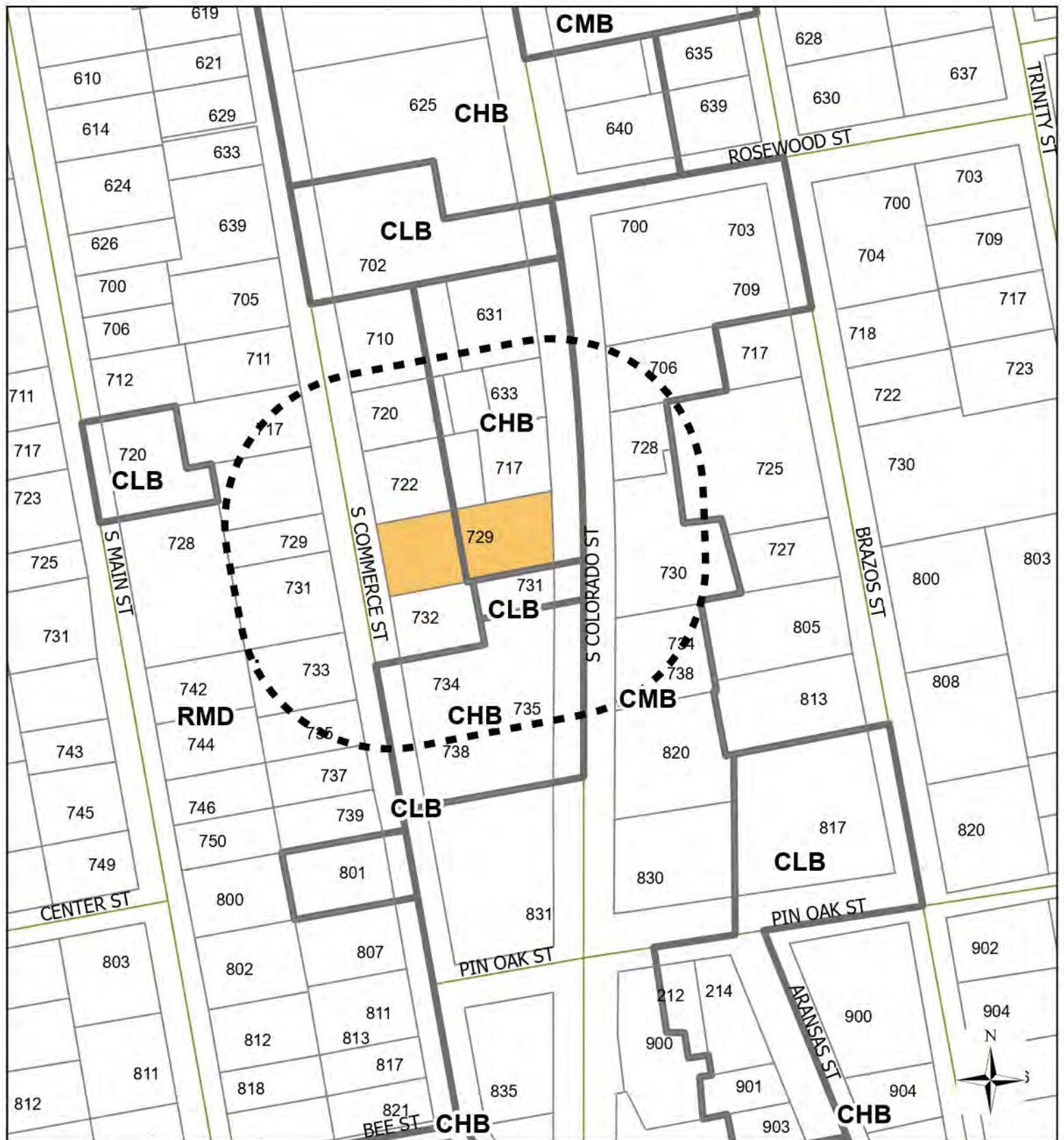
POTENTIAL NEIGHBORHOOD IMPACT: The subject property is in a transitional area of the City where the commercial development along South Colorado Street gives way to residential zoning as one travels west. The rezoning of the lot will likely result in an application for an additional building on the site to serve the existing business, which should have light to moderate impact on the existing character of the neighborhood and a minor impact on traffic.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed Lockhart Comprehensive Plan shows that commercial development is considered appropriate in the Central District, in which the site is located.

ALTERNATIVE CLASSIFICATIONS: None

RESPONSE TO NOTIFICATION: None to date

STAFF RECOMMENDATION: Approval



ZC-25--01

CHB & RMD TO CHB

729 S COLORADO ST
REAR PARKING AREA/PARTIAL REAR BLDG



SUBJECT PROPERTY



ZONING BOUNDARY



200 FT BUFFER



HACKBERRY ST

POPLAR ST

ROSEWOOD ST

ROSEWOOD ST

GARCIA ST

S CHURCH ST

S MAIN ST

S COMMERCE ST

S COLORADO ST

BRAZOS ST

TRINITY ST

COTTONWOOD ST

CENTER ST

S BLANCO ST

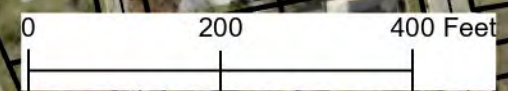
PIN OAK ST

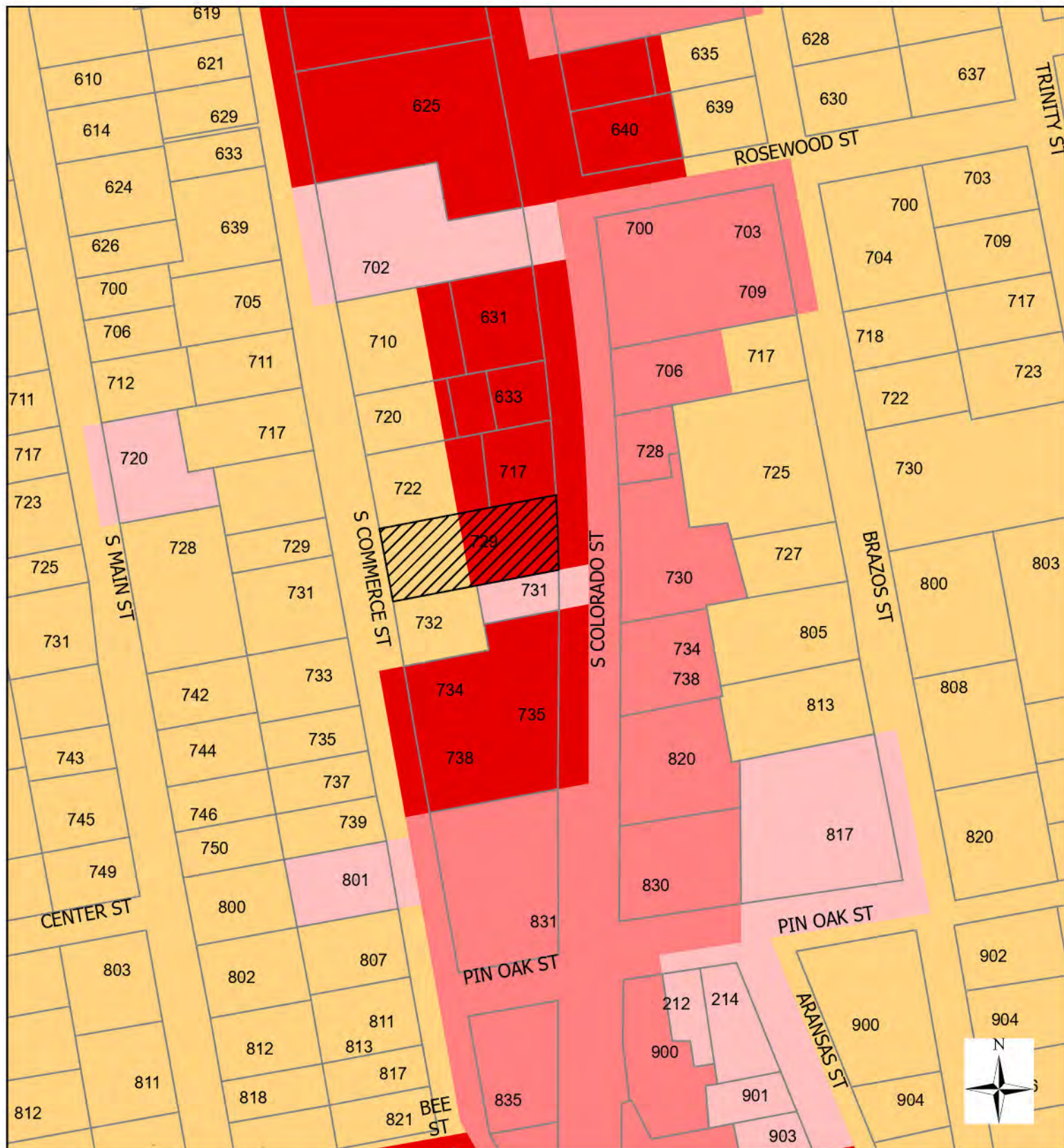
PIN OAK ST

ARKANSAS ST

BEE ST

BEE ST



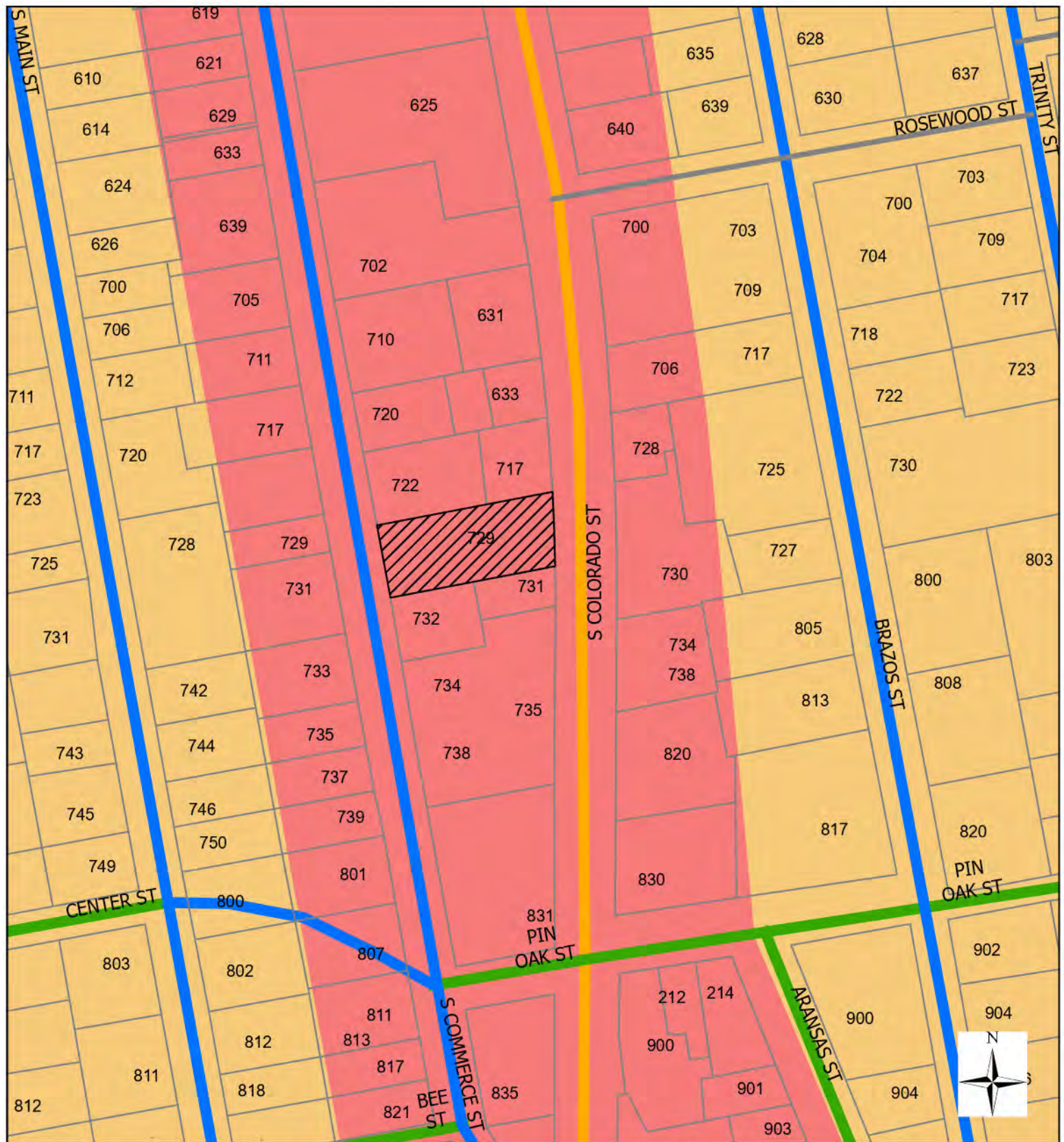


ZC-25-01

CHB & RMD TO CHB

729 S COLORADO ST
REAR PARKING AREA/PARTIAL REAR BLDG

	AO		IH		RHD
	CCB		IL		RLD
	CHB		MH		RMD
	CLB		PDD		
	CMB		PI		



**FUTURE LANDUSE &
THOROUGHFARES**
CHB & RMD TO CHB

729 S COLORADO ST
REAR PARKING AREA
PARTIAL REAR BLDG

Future Land Use

- Low Density Residential
- Mid-Density Infill
- Mixed Use - Regional
- Mixed Use - Local
- Regional Corridor
- Local Corridor
- Employment

Thoroughfares

- Major Arterial
- Minor Arterial
- Collector
- Urban Downtown Local
- Mixed-use Street
- Local

Proposed Major arterial

- Proposed Minor arterial
- Proposed Collector
- Proposed Urban Downtown Local
- Proposed Mixed-use Street
- Proposed Local

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 Craig Harris ADDRESS 11600 old Lockhart Rd
DAY-TIME TELEPHONE 512-917-2297 Creedmoor, TX. 78610
E-MAIL craig.harris.2506@gmail.com
Inspira Financial Trust LLC
OWNER NAME Fbo Craigan R. Harris IRA# 3993511 ADDRESS 2001 Spring Rd Ste 700
DAY-TIME TELEPHONE 877-259-3256 Oak Brook, IL. 60523-1890
E-MAIL gdira@inspirafinancial.com

PROPERTY

ADDRESS OR GENERAL LOCATION 729 S. Colorado St. Lockhart TX. 78644
LEGAL DESCRIPTION (IF PLATTED) Prop. ID 17684
AD17 LOCKHART, BYRD, Acres 0.511
SIZE 0.511 ^{0.248} ACRE(S) LAND USE PLAN DESIGNATION Commercial
EXISTING USE OF LAND AND/OR BUILDING(S) Commercial
PROPOSED NEW USE, IF ANY N/A

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION CHB + RMD
TO PROPOSED ZONING CLASSIFICATION CHB
REASON FOR REQUEST to be consistant with the front side on Colorado St.

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 PAYABLE TO THE CITY OF LOCKHART. 287.20

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 Craig R. Harris

DATE 4-14-2025

OFFICE USE ONLY

ACCEPTED BY CBander

RECEIPT NUMBER 01369111

DATE SUBMITTED 4-18-2025

CASE NUMBER ZC - 25 - 01

DATE NOTICES MAILED 4-28-25

DATE NOTICE PUBLISHED 5-1-2025

PLANNING AND ZONING COMMISSION MEETING DATE 5-14-2025

PLANNING AND ZONING COMMISSION RECOMMENDATION Approval

CITY COUNCIL MEETING DATE 5/20/25

DECISION _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 20, 2025

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING on application ZC-25-02 and consider a request by David Samuelson on behalf of Mario Gutierrez with Gutierrez Ortega, LLC for and discussion and/or action on Ordinance 2025-11 for a Zoning Change from RMD Residential Medium Density District to CLB Commercial Light Business District on Lot 19, Block 1, Trinity Addition Revised, consisting of 0.197 acres, located at 820 Fifth Street.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The proposed zoning change application would rezone a parcel abutting an existing commercial parcel from RMD Residential Medium Density to CLB Commercial Light Business. The applicant, who owns the existing commercial parcel, which is home to a restaurant, would like to expand the commercial zoning in order to build a small grocery/convenience store on the subject parcel. This store could potentially be built as either a freestanding building or an addition to the existing restaurant building. The retail store use would require a Specific Use Permit if the zoning change is approved. Depending upon the configuration of the lot, the site may need an amending plat to remove the lot lines between the parcels.

The proposed zoning change is consistent with the Lockhart Looking Forward Comprehensive Plan. Water, wastewater and road infrastructure in the vicinity is sufficient for uses allowed or permitted in the CLB zoning district.

PROJECT SCHEDULE (if applicable): None

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: None

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission recommended approval of the proposed zoning change at its May 14, 2025 meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2025-11,

City of Lockhart, Texas

Council Agenda Item Cover Sheet

changing the zoning from RMD to CLB for 520 5th Street.

LIST OF SUPPORTING DOCUMENTS: ZC-25-02 Ordinance 2025-11, Ordinance 2025-11 (ZC-25-02) Exhibit A, zc-25-02 staff report--COUNCIL, ZC-25-02 case map, ZC-25-02 aerial, ZC-25-02 zoning, ZC-25-02 flu thoroughfares, ZC-25-02 application

ORDINANCE 2025-11

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY 0.248 ACRES OF THE PROPERTY KNOWN AS TRINITY ADDITION REVISED, BLOCK 1, LOT 19, LOCATED AT 820 5TH STREET, FROM RMD RESIDENTIAL MEDIUM DENSITY DISTRICT TO CLB COMMERCIAL LIGHT BUSINESS DISTRICT.

WHEREAS, on May 14, 2025, the Planning and Zoning Commission held a public hearing and voted to recommend approval of a zoning change to CLB Commercial Light Business District; 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-25-02, known as Trinity Addition Revised, Block 1, Lot 19, and more particularly described in Exhibit A and located at 820 5th Street, will be reclassified from RMD Residential Medium Density District to CHB Commercial Light Business 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 20TH DAY OF MAY, 2025.

CITY OF LOCKHART

Lew White, Mayor

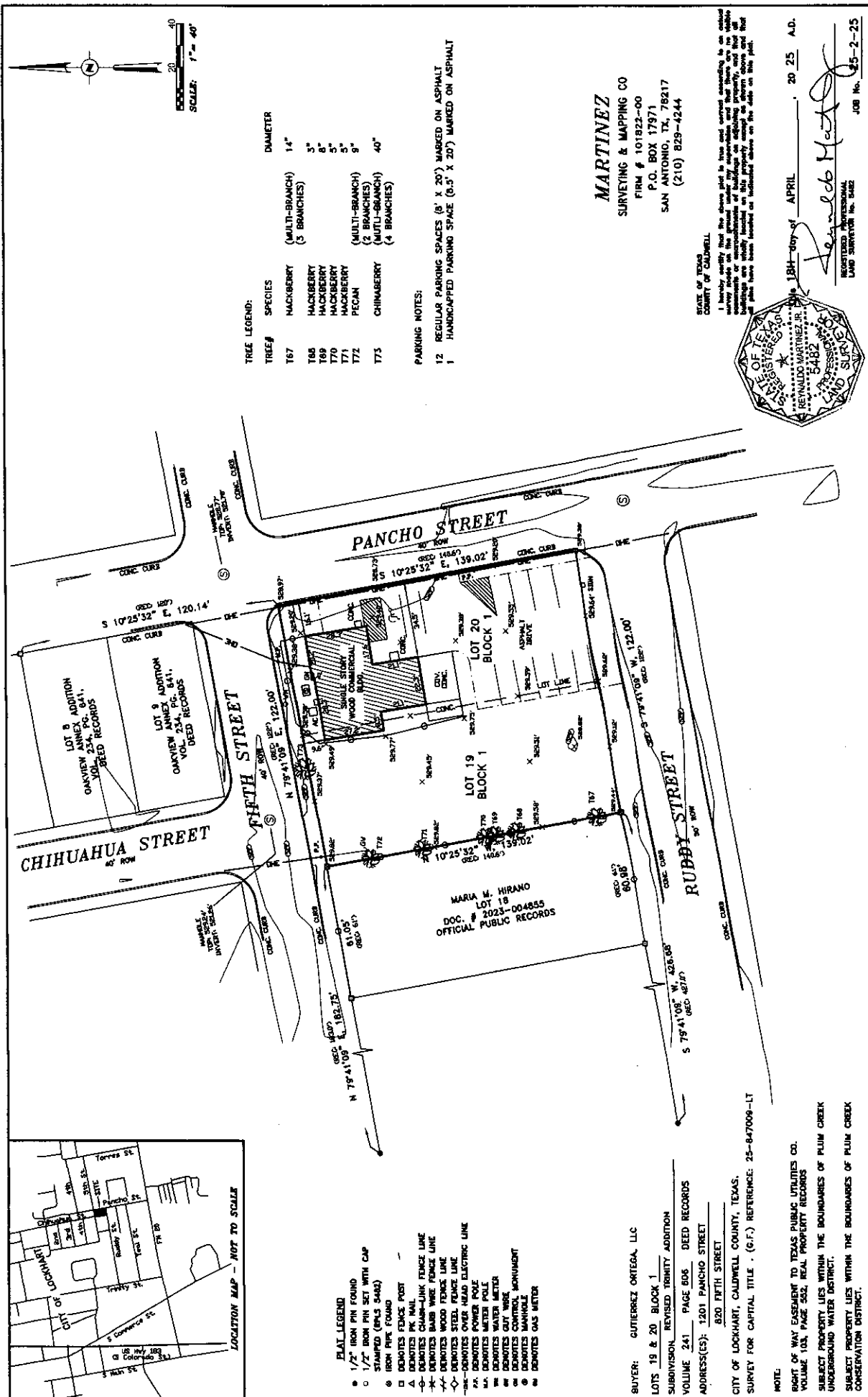
ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney

EXHIBIT A



CASE SUMMARY

STAFF: David Fowler, Planning Director
 REPORT DATE: May 6, 2025
 PLANNING AND ZONING COMMISSION HEARING DATE: May 14, 2025
 CITY COUNCIL HEARING DATE: May 20, 2025
 REQUESTED CHANGE: RMD to CLB
 STAFF RECOMMENDATION: **Approval**
 PLANNING AND ZONING COMMISSION RECOMMENDATION: **Approval**

CASE NUMBER: ZC-25-02

BACKGROUND DATA

APPLICANT: David Samuelson
 OWNER: Mario Gutierrez
 SITE LOCATION: 820 5th Street
 LEGAL DESCRIPTION: Trinity Addition Revised, Block 1, Lot 19
 SIZE OF PROPERTY: 0.197 acres
 EXISTING USE OF PROPERTY: Vacant land
 LAND USE PLAN DESIGNATION: Central District

ANALYSIS OF ISSUES

REASON FOR REQUESTED ZONING CHANGE: The purpose of the zoning change is to allow development of the small lot to the west of the Mario's Tacos (formerly Huaraches) restaurant on Pancho Street. The proposed rezoning has been submitted because the applicant sees developing the property with a retail store that could possibly be built as an addition to the existing building.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Residential, vacant	RMD	Central District/Mid Density Infill
East	Residential, commercial	CLB, RMD, RHD	Central District/Mid Density Infill
South	Residential	RMD, RHD	Central District/Mid Density Infill
West	Residential	RMD	Central District/Mid Density Infill

TRANSITION OF ZONING DISTRICTS: The subject property is located in an area of the east side that is primarily single-family residential but is also the site of several multi-family properties. The property immediately to the east of the site has been established as the site of a restaurant and is the only commercially zoned lot in the interior of the neighborhood.

ADEQUACY OF INFRASTRUCTURE: Vehicular access will be from both Ruddy and Fifth Streets. There are 8-inch water main along Ruddy and Fifth Streets, and 8-inch wastewater lines along both streets.

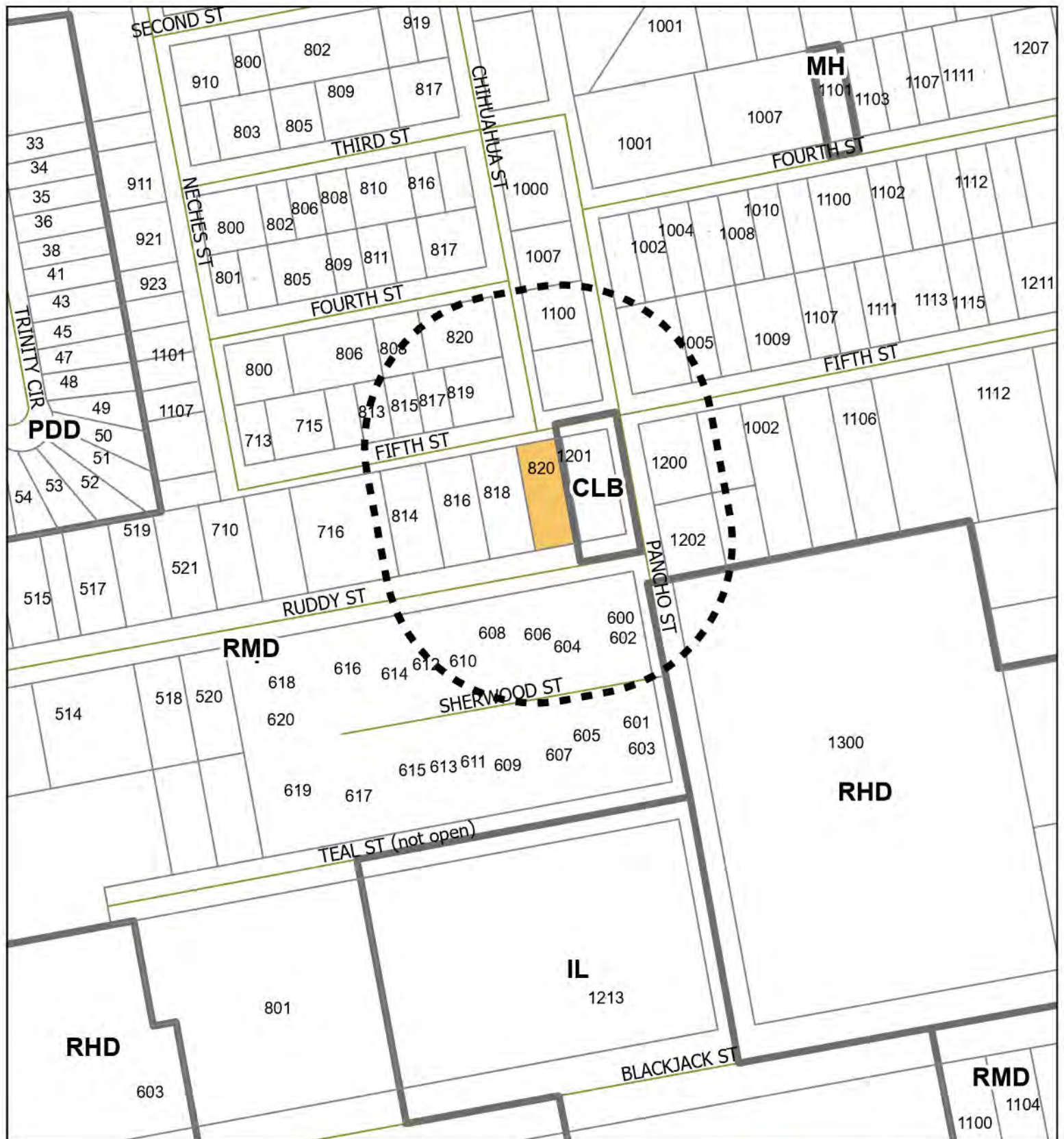
POTENTIAL NEIGHBORHOOD IMPACT: The subject property is in a largely residential area of the City where there are no other commercial properties internal to the neighborhood. The addition or expansion of the existing commercial property could create more traffic in the area, but not enough to create a major impact.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed Lockhart Comprehensive Plan shows that retail is considered appropriate in the Central District, in which the site is located.

ALTERNATIVE CLASSIFICATIONS: None

RESPONSE TO NOTIFICATION: None to date

STAFF RECOMMENDATION: Approval



ZC-25-02

RMD TO CLB

820 FIFTH ST



Scale 1" = 200'



SUBJECT PROPERTY

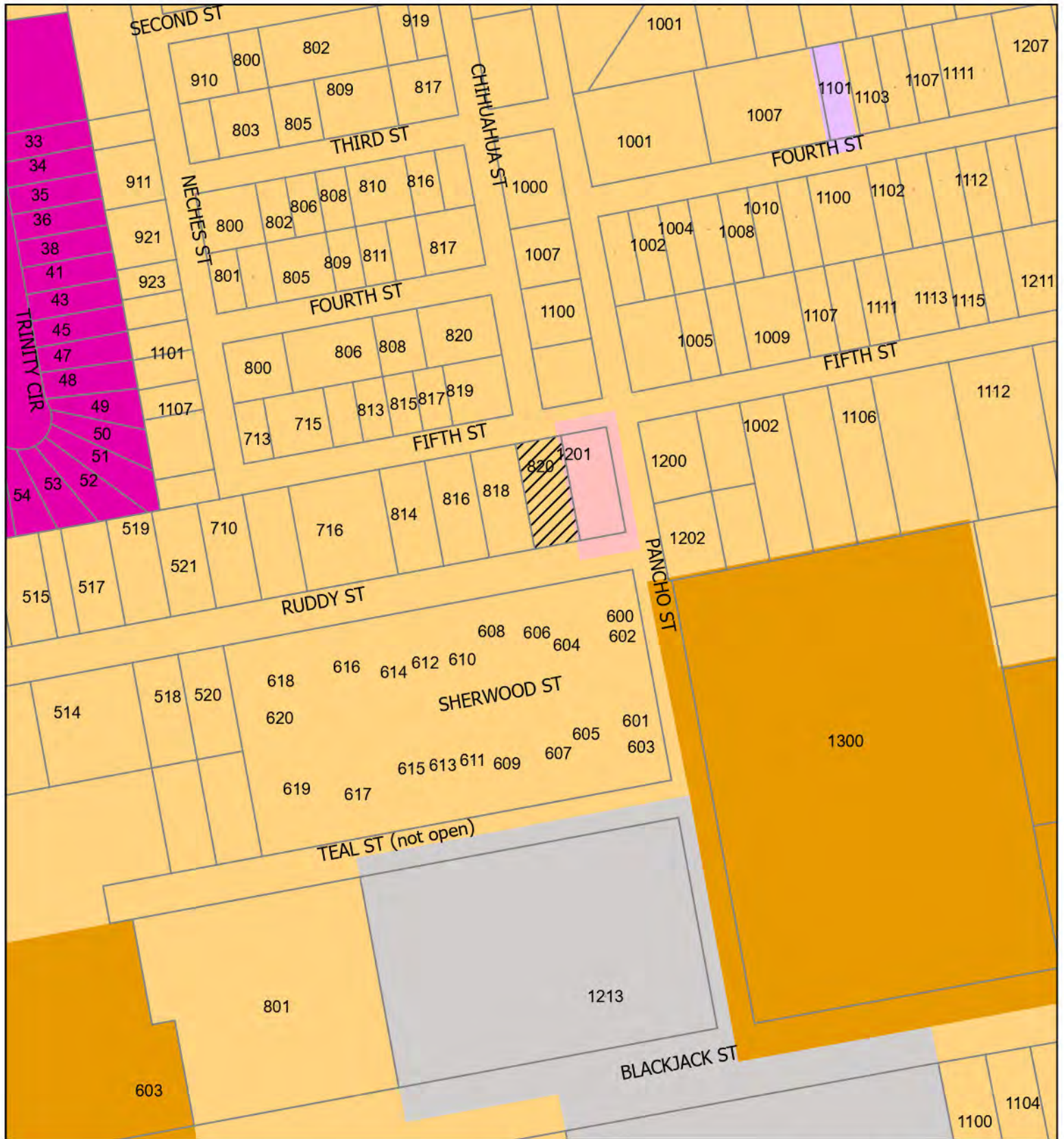


ZONING BOUNDARY



200 FT BUFFER





ZC-25-02

RMD TO CLB

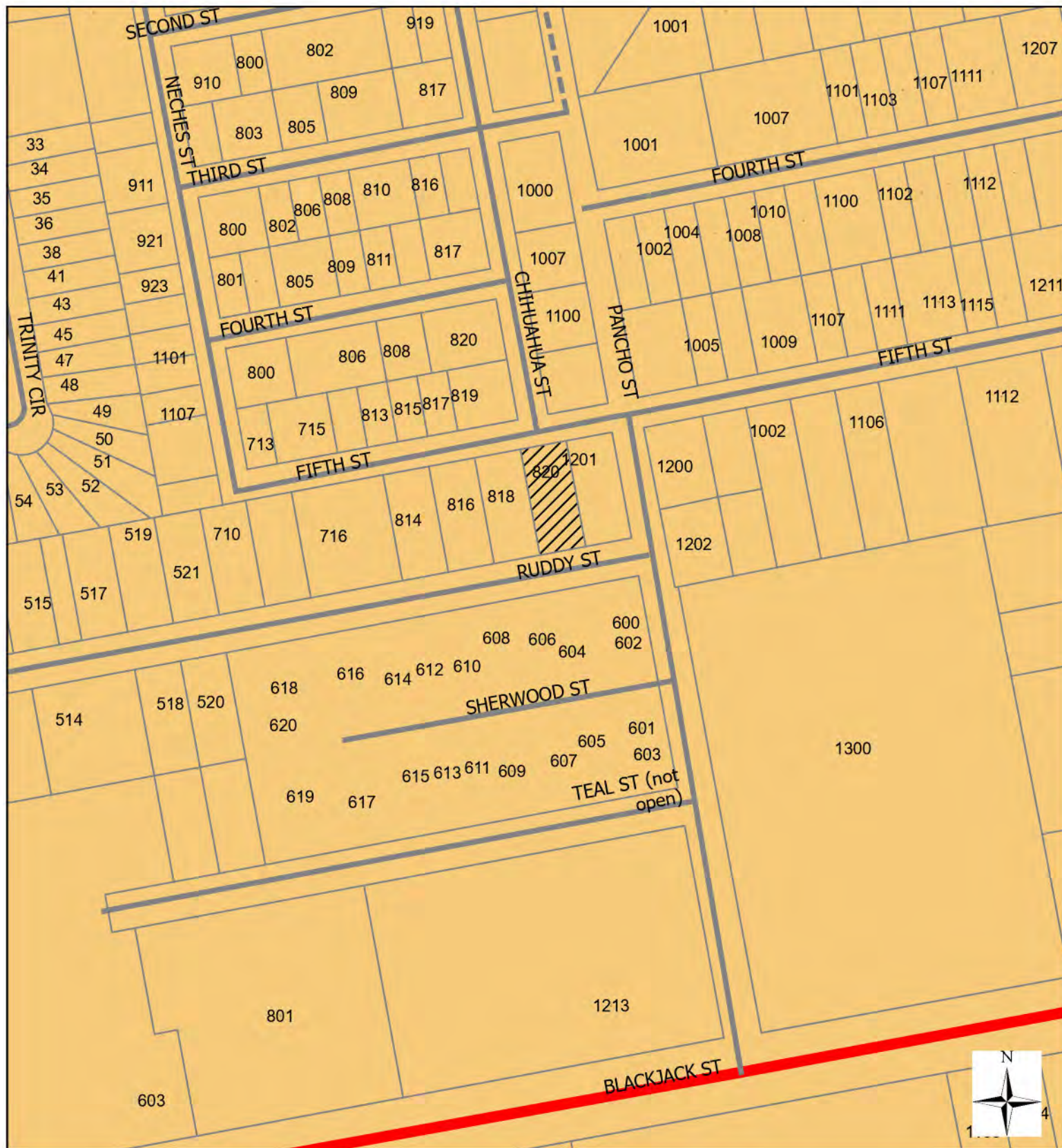
820 FIFTH ST



Scale 1" = 200'

ZONING

- CLB
- IL
- MH
- PDD
- RHD
- RMD



FUTURE LANDUSE & THOROUGHFARES

RMD TO CLB

820 FIFTH ST

Future Land Use

- Low Density Residential
- Mid-Density Infill
- Mixed Use - Regional
- Mixed Use - Local
- Regional Corridor

Thoroughfares

- Local Corridor
- Employment
- Industrial
- Unplanned Area
- Major Arterial
- Minor Arterial
- Collector

Urban Downtown

- Local
- Mixed-use Street
- Local
- Proposed Major arterial
- Proposed Minor arterial

Proposed

- Collector
- Proposed Urban Downtown Local
- Proposed Mixed-use Street
- Proposed Local

Scale 1" = 200'

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 DAVID SAMUELSON ADDRESS 1270 BIGHUSSE LN,
DAY-TIME TELEPHONE 702-896-3430 LULING, TX 78648
E-MAIL dcsam333@gmail.com
OWNER NAME MARIO GUTIERREZ ADDRESS 273 ^{OLD} LULING ROAD
DAY-TIME TELEPHONE 512-665-3867 LOCKHART, TEXAS
E-MAIL MARIOGTE1554@gmail.com 78644

PROPERTY

ADDRESS OR GENERAL LOCATION 870 5TH ST, LOCKHART, TX 78664
LEGAL DESCRIPTION (IF PLATTED) TRINITY ADDN REVISED BLOCK 1 LOT 19
SIZE .197 ACRE(S) LAND USE PLAN DESIGNATION MED. DENSITY RESIDENTIAL
EXISTING USE OF LAND AND/OR BUILDING(S) PARTIAL RESTAURANT COMMERCIAL
PROPOSED NEW USE, IF ANY GROCERY STORE ADDITION TO
RESTAURANT.

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION MEDIUM DENSITY RESIDENTIAL
TO PROPOSED ZONING CLASSIFICATION COMMERCIAL LIGHT BUSINESS
REASON FOR REQUEST PROPOSED ADDITION OF GROCERY
STORE ONTO RESTAURANT AND PARKING.

ADDITIONAL 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 \$ 277.55 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 

DATE 4-23-2025

OFFICE USE ONLY

ACCEPTED BY David Fowler

RECEIPT NUMBER 01369557

DATE SUBMITTED 4/23/2025

CASE NUMBER ZC - 25 - 02

DATE NOTICES MAILED 4/28/25

DATE NOTICE PUBLISHED 5-1-2025

PLANNING AND ZONING COMMISSION MEETING DATE 5-14-2025

PLANNING AND ZONING COMMISSION RECOMMENDATION Approval

CITY COUNCIL MEETING DATE 5-20-2025

DECISION _____

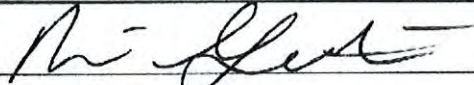
Letter of Authorization from Property Owner

PROPERTY LEGAL DESCRIPTION:

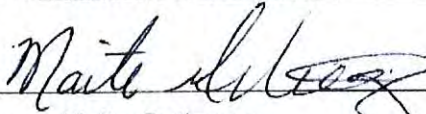
Lots: 19 & 20 Block 1 Subdivision Revised Trinity Addition

Addresses: 1201 Pancho St. and 820 Fifth St. Lockhart, Tx 78644

SECTION 1: Property Owner Signature

First Owner's Signature  Date 4/9/2025
First Owner's Printed Name Mario Gutierrez Jr.

Second Owner's Signature  Date 4/9/2025
Second Owner's Printed Name Cesar O. Gutierrez

Third Owner's Signature  Date 4/9/2025
Third Owner's Printed Name Maite Gutierrez

I/we the undersigned, registered property owner(s) of the above-described property. I/we hereby authorize

DAVID C. SAMUELSON of DCS ARCHITECTURE AND CONSTRUCTION, LLC
(Contractor/ Agent) (Name of consulting firm)

to act on my/our behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and all standard and special conditions attached.

Property Owner's Address (if different than property above):

273 Old Luling Rd., Lockhart, Texas 78644

Tel: (512) 665-3867

I/we hereby certify the above information submitted in this application is true and accurate to the best of our knowledge.


Authorized Signature

April 8, 2025
Date

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 20, 2025

AGENDA ITEM CAPTION: Discussion and/or action authorizing Resolution 2025-14 designating the Lockhart Economic Development Corporation as the City's Liaison for the Music Friendly Texas Program, authorizing the Lockhart Economic Development Corporation to execute a Memorandum of Understanding between the Lockhart Economic Development Corporation and the Texas Music Office within the Office of the Governor for Maintenance of the Texas Music Industry Directory.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: On December 20, 2024, The City of Lockhart was designated a "Music Friendly City" by the Texas Office of the Governor (OOG). Due to a backlog at the Texas OOG, the Memorandum of Understanding (MOU) for the certification has just now become available for approval. The proposed action presented to Lockhart City Council authorizes the Lockhart Economic Development Corporation to serve as liaison and maintain the local music industry database. A press release and certification presentation to Mayor White occurred January 3, 2025. Both State Senator Zaffirini and State House Representative Gerdes lauded the effort for fostering a vibrant music community and ongoing dedication to supporting local musical talent.

The Music Friendly Texas program, the first in the nation since introduced by Texas Music Office in 2016, seeks to foster music business-related economic development and job creation in Texas cities and communities.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: None

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of Resolution 2025-14

LIST OF SUPPORTING DOCUMENTS: Resolution 2025-14- Texas Music Office MOU, Lockhart MOU, Governor Abbott Announces Lockhart Designated Music Friendly Texas Certified Community

RESOLUTION NO. 2025-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS DESIGNATING THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION AS THE CITY'S LIAISON FOR THE MUSIC FRIENDLY TEXAS PROGRAM; AUTHORIZING THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION AND THE TEXAS MUSIC OFFICE WITHIN THE OFFICE OF THE GOVERNOR FOR MAINTENANCE OF THE TEXAS MUSIC INDUSTRY DIRECTORY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, December 20, 2024, the Texas Music Office (TMO) within the Office of the Governor (OOG), announced the City of Lockhart (City) was designated as a Music Friendly Texas Certified Community after completing a multi-step certification process;

WHEREAS, the certification as a "Music Friendly Community" allows the City to participate in the Texas Music's Program to foster music industry development; and

WHEREAS, the City is required to designate a liaison between the City and TMO and enter into a Memorandum of Understanding with the Texas Music Office within the Office of the Governor for Maintenance of the Texas Music Industry Directory (the "MOU"); and

WHEREAS, the City designates the Lockhart Economic Development Corporation as its liaison with the TMO; and

WHEREAS, the City Council finds that the MOU is in the best interest of the City and for a valid public purpose.

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

Section 1. The recitals and findings set forth above are true and correct and are incorporated in the body of this Resolution as if fully set forth herein.

Section 2. The City Council designates Lockhart Economic Development Corporation (LEDC) as the City's liaison with the Texas Music Office and authorizes the LEDC's President, or his designee, to execute any documents necessary to facilitate the City's participation in the Music Friendly Community Program, including the MOU.

Section 3. The City Council hereby finds, determines, and declares that the meeting at which this Resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

Section 4. This Resolution shall be effective from and after its passage as provided by law.

PASSED and APPROVED this 20th day of May, 2025.

City of Lockhart, Texas

Lew White, Mayor

Attest:

Approved as to form:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TEXAS MUSIC OFFICE WITHIN THE OFFICE OF THE GOVERNOR
AND THE
LOCKHART ECONOMIC DEVELOPMENT CORPORATION
FOR MAINTENANCE OF THE TEXAS MUSIC INDUSTRY DIRECTORY**

This Memorandum of Understanding (“MOU”) for ongoing maintenance of the Lockhart dataset of the Texas Music Directory is entered into by and between the Texas Music Office within the Office of the Governor (“OOG”) and the Lockhart Economic Development Corporation (“LEDC”). The OOG and LEDC shall be referred to collectively as the “Parties.”

I. PURPOSE

The purpose of the MOU is to document the responsibilities of the Parties for export and maintenance of the Lockhart dataset within the Texas Music Industry Directory (the “Directory”). The Directory consists of listings of recording studios, music venues, booking agents, producers, musicians, and other music businesses and is published on the State-owned and managed website, TexasMusicOffice.com. The Directory will be matched and updated from the correlating LEDC-owned dataset of Lockhart-area music businesses with the (512) and (737) area codes.

This MOU encourages mutual cooperation of the Parties to maintain the accuracy of the information within the Lockhart dataset to help the OOG meet its legislative mandate of promoting the development of the music industry in Texas by informing members of that industry and the public about the resources available in the state for music production. Additional information on the websites, dataset format, and the primary contacts assigned to maintain those datasets are described in this MOU. In addition, this MOU permits the LEDC to use information exported from the Directory to create and maintain an Lockhart Music Industry dataset to promote the development of the Lockhart music industry.

The Parties, in consideration of the mutual covenants and agreements to be performed as set forth in this MOU, agree as follows:

II. TERM

Upon execution by the Parties, this MOU shall commence effective upon the signature of the last Party to sign this MOU (“Effective Date”) and shall remain in effect for a period of one year, unless extended by option of the Parties or terminated earlier pursuant to the terms of this MOU. This MOU may be extended by agreement of the Parties in any increment of months, for up to thirty-six (36) months.

III. SCOPE

The Lockhart dataset will be exchanged between the Parties twice a year. Both Parties shall have the ability to receive updated dataset information from the other Party. Maintenance includes the exporting, updating and monitoring of the Lockhart dataset of the Directory. The Parties will cooperate in good faith at all times to comply with all applicable laws. The Parties shall cooperate when developing priorities and

performing maintenance activities with respect to the Lockhart dataset and will share information to create a more accurate Texas Music Industry Directory for the mutual benefit of both Parties.

The Parties shall identify primary contacts for all ongoing correspondence and communication related to this MOU. Requests for the twice-a-year export of the dataset and questions about information within the dataset will be managed by these contacts.

The Parties acknowledge that the directory is a priority and agree to dedicate staff time as necessary to perform the tasks required to ensure proper maintenance of the Lockhart dataset of the Directory.

IV. MANAGING PARTIES

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

Holly Malish
Director of Economic Development
Lockhart Economic Development Corporation
215 East Market Street
Lockhart, Texas 78644
(512) 668-4766
hmalish@lockhart-tx.org

TEXAS MUSIC OFFICE WITHIN THE OFFICE OF THE GOVERNOR

Chip Adams
Division Director
Texas Music Office
1100 San Jacinto Boulevard
Austin, Texas 78701
(512) 463-8335
chip.adams@gov.texas.gov

V. OOG RESPONSIBILITIES

The OOG shall undertake the following activities during the term of the MOU term:

1. Export the current Lockhart Music Industry dataset twice annually during the months of January and July as an Excel spreadsheet or tab-delimited file. The dataset includes and is limited to: business name, business sort code (how the business is sorted alphabetically), business address, business phone number, contact name & contact job title, business email address, business website URL, genre businesses work within, business category, year business was established, and a business description. The OOG contact will then email an Excel spreadsheet and/or tab-delimited file of the export to the LEDC so that the LEDC may create a Lockhart Music Industry dataset to be published on the LEDC's website, and so that the LEDC may research the accuracy of the dataset.
2. Ensure that the LEDC is kept aware of any website changes that may affect the Lockhart database.
3. Establish and maintain communication with businesses in the Texas Music Industry Directory to assist in the updating of the current listings as necessary.

VI. LEDC RESPONSIBILITIES

The LEDC shall undertake the following activities during the term of the MOU term:

1. Assist the OOG in maintaining the Lockhart Music Industry dataset, located at: <https://gov.texas.gov/apps/music/directory/results/all/p1/city/lockhart>
2. Review and update where possible all exported entries within the Lockhart Music Industry dataset.

3. Update and export the Lockhart dataset twice annually during the months of January and July, to be sent to the OOG for update of the online Directory within 3 months of receiving the exported dataset from the OOG.
4. Promote public awareness of the Lockhart Music Industry dataset and encourage utilization by industry members.

VII. TEXAS PUBLIC INFORMATION ACT

The exchange of information by the Parties is not a release of information to the general public, but rather a transfer of records for an official purpose. Notwithstanding any provisions of this MOU, the Parties acknowledge that they are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"), and that this MOU and any information created or exchanged in connection with this MOU is subject to the PIA. The Parties agree to notify each other in writing within a reasonable time from receipt of a request for information covering the subject matter of this MOU. The OOG, in consultation with the LEDC, will make a determination whether to submit a request received by the OOG for a ruling under the PIA to the Attorney General.

VIII. AMENDMENT

This MOU may be amended only upon written agreement signed by the Parties.

IX. TERMINATION

The Parties understand that participation in this MOU is voluntary and may be terminated by either Party by giving thirty (30) days' written notice to the other Party of its intention to terminate. Within a reasonable time prior to the final termination of this MOU, the Parties will cooperate with each other to ensure that each Party receives the most current Lockhart Music Industry dataset.

X. COSTS

Each Party will bear its own costs in performing its obligations under this MOU.

SIGNATORIES. IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date stated above.

**LOCKHART ECONOMIC DEVELOPMENT
CORPORATION**

**TEXAS MUSIC OFFICE,
OFFICE OF THE GOVERNOR**

STEVEN LEWIS, PRESIDENT

CHIEF OF STAFF OR DESIGNEE

DATE

DATE

Oficina del Gobernador de Texas | Greg Abbott

[Inicio](#)[Gobernador Abbott](#)[Primera Dama](#)[Iniciativas](#)[Noticias](#)[Organización](#)[Inicio](#) [Noticias](#) Governor Abbott Announces Lockhart Designated Music Friendly Texas Certified Community

Governor Abbott Announces Lockhart Designated Music Friendly Texas Certified Community

December 20, 2024 | Austin, Texas | [Press Release](#)

Governor Greg Abbott today announced that the City of Lockhart has been designated by the Texas Music Office (TMO) as a Music Friendly Texas Certified Community after completing the multi-step certification process. The Music Friendly Texas program, the first in the nation since introduced by TMO in 2016, seeks to foster music business-related economic development and job creation in Texas cities and communities.

“Congratulations to the City of Lockhart on earning the Music Friendly Texas Certified Community designation,” said Governor Abbott. “Music is key to the Texas brand and is deeply rooted in the cultural traditions of our great state. Music Friendly Texas Communities work tirelessly to attract and develop the local music industry to boost local job creation and economic growth. In fact, with support from the Texas Music Office, the Texas music industry accounts for more than 192,000 direct and indirect permanent jobs and generates more than \$26 billion in annual economic activity statewide. Together, we will continue to work alongside communities in every region of our state to build a bigger, better Texas.”

“Congratulations to the City of Lockhart for being named a Music Friendly Texas Certified Community,” said Senator Judith Zaffirini. “This prestigious designation highlights the city’s commitment to fostering music business-related economic

development. Lockhart now is officially recognized for its vibrant music scene and ongoing dedication to supporting local musical talent. This achievement not only strengthens our cultural identity, but also sets the stage for more opportunities for growth. We enthusiastically salute the music, the community, and the exciting journey ahead for Lockhart.”

“This Music Friendly Texas Community designation not only highlights Lockhart’s dedication to supporting local musicians and businesses, but also strengthens its reputation as a premier destination for live music and tourism,” said Representative Stan Gerdes. “I’m proud to celebrate this milestone with the community and look forward to the continued growth and opportunities it will bring.”

“From hosting live music events on the historic Lockhart Square to the variety of venues here in town with live artists, it’s clear that Lockhart is a place where music is valued,” said Lockhart Mayor Lew White. “It only makes sense for Lockhart to seek the Music Friendly Texas Community designation. We want to make sure to support the musicians and artists who make Lockhart special and unite our community. This designation has been proven to boost local economies by supporting small businesses, creating jobs, and attracting tourism. We look forward to seeing Lockhart thrive in a variety of ways through this designation.”

“It’s great to have Lockhart be recognized for bringing live music to town,” said The Pearl owner Ronda Reagan. “I opened The Pearl 9 years ago in January and started bringing artists to my stage immediately. Live music has grown with the addition of more businesses in our downtown historic district supporting it. With this designation making it official, Lockhart will be a star on the map as a Music Friendly Texas Community—a live music destination that will certainly attract more music lovers and musicians.”

“This is a truly an exciting milestone for Lockhart, a city celebrated for its rich culture, legendary barbecue, and a growing, authentic music scene,” said Troubadour Image + Sound owner Steven Collins. “Becoming a Music Friendly Texas Certified Community cements Lockhart as a hub for musicians and music lovers, creating opportunities for local talent to thrive and highlighting the unique contributions Lockhart brings to Texas music.”

The Music Friendly Texas Community Certification Ceremony cohosted by TMO, the Lockhart Economic Development Corporation, Lockhart Chamber of Commerce, Lockhart Downtown Business Association, and Greater Caldwell County Hispanic

Chamber of Commerce will be held on January 3 during Lockhart’s First Friday event and will include city officials and community leaders. TMO Community Relations and Outreach Specialist Gini Mascorro will present the designation.

Lockhart Music Friendly Texas Community Certification Ceremony

Friday, January 3 at 5:00 PM

Downtown Lockhart – January First Friday

107 North Main Street

Lockhart, Texas 78644

Inquiries may be directed to Holly Malish, Director of Economic Development, Lockhart Economic Development Corporation, 512-668-4766, hmalish@lockhart-tx.org (<mailto:hmalish@lockhart-tx.org>).

Lockhart becomes the 72nd Music Friendly Texas Certified Community. Learn more about the Music Friendly Texas program: gov.texas.gov/music/page/music-friendly-communities

The Texas Music Office in the Governor’s Economic Development & Tourism Office is the first and longest-running state music office in the nation. Since 1990, TMO has fostered the economic development of Texas music businesses, Texas musicians, and Texas communities. Since 2016, TMO has operated the first and only statewide Music Friendly Community Program in the nation, with an extensive network of more than 65 certified Music Friendly Texas community partners across the state. The TMO also serves as a clearinghouse for Texas music industry information, acts as a liaison between music businesses and government offices, publicizes significant industry developments, and attracts essential music industry to the Lone Star State. A vibrant Texas music industry supports local job creation while drawing visitors from around the globe, attracting a talented workforce across industries, and supporting business recruitment and expansion efforts throughout the state.

Oficina del Gobernador de Texas

P.O. Box 12428
Austin Texas 78711
(512) 463-2000

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City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 20, 2025

AGENDA ITEM CAPTION: Discussion and/or action authorizing Resolution 2025-15 directing publication of Notice of City's intent to issue Certificates of Obligation for certain capital projects and Resolution 2025-16 expressing official intent to reimburse certain expenditures incurred by the City related to these capital projects.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Resolution 2025-15 authorizes proceeding with the issuance of Certificates of Obligation and further directing the publication of Notice of Intention to issue City of Lockhart, Texas combination tax and revenue certificates of obligation for certain capital projects. The issuance amount of \$20,000,000 in the resolution is an amount not to exceed. Council may authorize an issuance amount less than the \$20,000,000, depending on the scope of capital projects funded by the issuance. The proposed projects to be funded by this issuance include the following:

- design and construction of the new aquatics facility;
- acquisition and renovation of an indoor recreation center;
- upgrades to the existing city hall;
- land acquisition for future police and/or fire facilities; and
- other improvements to existing City parks.

The final issuance amount would also include the costs of professional services, including engineering fees, in connection to these projects and the costs of issuing the certificates of obligation.

Resolution 2025-16 expresses official intent to reimburse the City for certain expenditures. As discussed at the March 18, 2025 city council meeting, the issuance of the Certificate of Obligation (CO) will reimburse the General Fund for the acquisition of the property located at 120 W. MLK Industrial Boulevard for future use as an indoor recreation center.

If both resolutions are approved, the City's Bond Counsel and Financial Advisor will proceed with publication of the required notices and begin preparation of the offering documents for the CO's. Tentatively, the Financial Advisor would price the CO's through competitive sale and present the the recommended underwriter(s) to Council for award at the July 15, 2025 Council meeting. Closing and proceeds received would occur in August 2025.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Resolution 2025-15, Resolution 2025-16

RESOLUTION NO. 2025-15

RESOLUTION AUTHORIZING PROCEEDING WITH ISSUANCE OF CERTIFICATES OF OBLIGATION AND FURTHER DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF LOCKHART, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION FOR CERTAIN PROJECTS FOR IMPROVING, CONSTRUCTING, EQUIPPING, ACQUIRING, OR DESIGNING THE CITY'S: PARKS AND RECREATION FACILITIES, PUBLIC SAFETY FACILITIES, EXISTING ADMINISTRATION BUILDING, AND THE PAYMENT OF PROFESSIONAL SERVICES IN CONNECTION THEREWITH INCLUDING FISCAL AND ENGINEERING FEES AND THE COSTS OF ISSUING THE CERTIFICATES OF OBLIGATION RELATED THERETO IN AN AMOUNT NOT TO EXCEED \$20,000,000.

WHEREAS, this City Council deems it advisable to give notice of intention to issue certificates of obligation of the City of Lockhart, Texas (the "City"), as hereinafter provided; and

WHEREAS, prior to the issuance of the Certificates, the City Council is required pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 et seq., Local Government Code, as amended (the "Act"), to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City and continuously on the City's website, the notice stating: (i) the time and place tentatively set for the passage of the ordinance authorizing the issuance of the Certificates, (ii) the purpose of the Certificates to be authorized; and (iii) the manner in which the Certificates will be paid; (iv) the then-current principal of all outstanding debt obligations of the issuer; (v) the then-current combined principal and interest required to pay all outstanding debt obligations of the issuer on time and in full; (vi) the maximum principal amount of the certificates to be authorized; (vii) the estimated combined principal and interest required to pay the certificates to be authorized on time and in full; (viii) the estimated interest rate for the certificates to be authorized or that the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (ix) the maximum maturity date of the certificates to be authorized.

WHEREAS, it is officially found and determined that the meeting at which this resolution has been considered and acted upon was open to the public and public notice of the time, place and subject of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended; Now, Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART:

Section 1. Form of Notice. Attached hereto is a form of "Notice of Intention to Issue Certificates of Obligation" the form and substance of which is hereby adopted and approved.

Section 2. Publication of Notice. Said Notice shall be published, in substantially the form attached hereto, in a newspaper, as defined in Texas Government Code Ann. §2051.044, of general circulation in the area of said City, once a week for two consecutive weeks, the date of the first publication thereof to be at least 46 days before the date tentatively set for passage of the ordinance authorizing the issuance of the Certificates.

Section 3. City Website Posting of Notice. Further, said notice shall be continuously published in substantially the form attached hereto on the City's website for at least 45 days before the date tentatively set for passage of the ordinance authorizing the issuance of the Certificates.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption. The Mayor and City Clerk are hereby authorized and directed to execute this Resolution on behalf of the City and to do any and all things proper and necessary to carry out the intent of this Resolution.

Section 5. Attorney General Fee. The City Council hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each series of obligations being issued or (ii) \$9,500 for each series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the debt.

[Execution Page Follows]

PASSED, APPROVED AND EFFECTIVE this May 20, 2025.

Mayor, City of Lockhart, Texas

ATTEST:

City Secretary, City of Lockhart, Texas

[CITY SEAL]

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Lockhart, Texas (the "City"), at its meeting to commence at 6:30 P.M. on May 20, 2025 (the "meeting"), at its regular meeting place in the Clark Library Annex-Council Chambers, 217 South Main Street, 3rd Floor, Lockhart, Texas, tentatively proposes to authorize the issuance of one or more series of interest bearing certificates of obligation for certain projects for improving, constructing, equipping, acquiring, or designing the City's: (1) parks and recreation facilities, to include an aquatics center and recreation center; (2) public safety facilities, including the acquisition of land for police and fire facilities; (3) existing administration building; and (4) the payment of professional services in connection therewith including fiscal and engineering fees and the costs of issuing the certificates of obligation related thereto in an amount not to exceed \$20,000,000. The City presently proposes to provide for the payment of the certificates of obligation by the levy of ad valorem taxes, within the limits prescribed by law. The certificates of obligation will be additionally payable from a limited pledge of surplus revenues of the City's water and wastewater system not to exceed \$1,000.

The following information is required pursuant to Texas Local Government Code, Section 271.049(b)(4): As of May 20, 2025, principal of all outstanding debt obligations, including debt obligations in the process of issuance, of the City is \$17,845,000. As of May 20, 2025, combined principal and interest required to pay all outstanding debt obligations, including debt obligations in the process of issuance, of the City on time and in full is \$20,608,555.25. The maximum principal amount of the Certificates to be authorized is \$20,000,000. The estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is \$39,636,083.33. The maximum interest rate for the Certificates may not exceed the maximum legal interest rate. The maximum maturity date of the Certificates to be authorized is August 1, 2055.

Lew White
Mayor, City of Lockhart, Texas

RESOLUTION NO. 2025-16

**RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE
CERTAIN EXPENDITURES OF THE CITY OF LOCKHART, TEXAS**

WHEREAS, the City Council of the City of Lockhart, Texas (the "Issuer") expects to pay expenditures in connection with the projects described on Exhibit A attached hereto (the "Project") prior to the issuance of obligations to finance the Project;

WHEREAS, the Issuer finds, considers and declares that the reimbursement of the Issuer for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The Issuer reasonably expects to incur debt, as one or more separate series of various types of obligations, with an aggregate maximum principal amount not to exceed \$20,000,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the Issuer in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 20TH DAY OF MAY, 2025.

Mayor

EXHIBIT A

To pay costs related to improving, constructing, equipping, acquiring, or designing the City's: (1) parks and recreation facilities, to include an aquatics center and recreation center; (2) public safety facilities, including the acquisition of land for police and fire facilities; and (3) existing administration building.

CERTIFICATE FOR RESOLUTION

I, the undersigned City Secretary of the City of Lockhart, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Session on May 20, 2025, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Lew White, Mayor
Angie Gonzales-Sanchez, Mayor Pro-Tem
Brad Westmoreland, Councilmember At Large
Juan Mendoza, District 1 Councilmember
John Castillo, District 2 Councilmember
John Lairsen, District 3 Councilmember
Jeffry Michelson, District 4 Councilmember

and all of said persons were present, except for the following: _____; thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Resolution entitled

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES OF THE CITY OF LOCKHART, TEXAS

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true, full and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting officers and members of said City Council as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Tex. Gov't Code Ann., ch. 551.

SIGNED AND SEALED this May 20, 2025.

City Secretary, City of Lockhart, Texas

[CITY SEAL]

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 20, 2025

AGENDA ITEM CAPTION: Discussion and/or action to consider awarding a professional services contract to Halff Assoc. for architectural and engineering design services for an Aquatics Facility.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION: Staff published a Request for Qualifications (RFQ) for architectural and engineering design services to build a new aquatics facility on February 11, 2025. Staff received 12 Statements of Qualification in response to the RFQ. Four firms were selected for interviews: Dunaway, Halff Assoc., LJA Engineering, and Turner Ramirez Architects. Halff Assoc. (Halff) was selected as the finalist by the review committee on March 28, 2025.

If the professional services contract with Halff is approved by City Council, Halff will begin work on the final design of the facility and oversee construction. Deliverables for the project include design, construction documents, bid documents, a proforma and operational planning.

The project will be completed in two phases. The first phase will consist of the leisure pool component and support amenities such as a bath house, lifeguard office, mechanical room, landscaping, fencing, and parking lot/lighting. The second phase will consist of a competition pool and teaching pool enclosed with a retractable roof, allowing for year-round operation. Phase 1 is scheduled for completion in approximately 12 months. Phase 2 will commence immediately after Phase 1 and is scheduled to be completed 9 months later.

The Halff design and construction administration team will also include Barker Rinker Seacat Architecture, P.C., Water Technology, Inc., and Beyond Engineering and Testing, LLC to provide design expertise and assistance to various aspects of the project including:

- Landscape Architecture / Site Design
- Architecture
- Mechanical, Electrical, Plumbing (MEP)
- Aquatics Design, and
- Civil Engineering

PROJECT SCHEDULE (if applicable): The project will commence immediately upon the execution of the contract. Phase 1 will be completed in approximately 12 months. Phase 2 will begin immediately after Phase 1 and will be completed in approximately 9 months.

AMOUNT & SOURCE OF FUNDING:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable): The City has committed \$8 million to this project and has been awarded \$750,000 from Texas Parks & Wildlife through their small community grant program. An additional \$750,000 will be applied for, to complete Phase 2.

PREVIOUS COUNCIL ACTION: - On November 15, 2022, Council directed staff to form a citizen aquatics committee to determine the necessity/feasibility of constructing a new aquatics facility.

- On July 18, 2023, Council approved a contract with Halff and Water Technology, Inc to provide a needs assessment, concept designs, and cost estimates for the construction of a new aquatics facility.

- On October 17, 2023, Halff and Water Technology, Inc presented Council with a market analysis, final design recommendations, and cost predictions for the construction and operation of a new aquatics facility.

- On July 16, 2024, Council approved Resolution 2024-18 authorizing staff to submit an application to Texas Parks & Wildlife to obtain funding assistance through the small community grant program.

COMMITTEE/BOARD/COMMISSION ACTION: - On January 26, 2023, the Aquatics Committee convened for the first of their regular monthly meetings.

- August 2, 2023, the Aquatics Committee had an initial workshop with Water Technology, Inc representatives to determine potential programming and utilization of the future aquatics facility.

- On September 28, 2023, a workshop was conducted with participation from the Aquatics Committee, Parks & Recreation Advisory Board, and Lockhart ISD staff to analyze potential designs, amenities, programming and to provide feedback to Halff and Water Technology, Inc on their recommendations.

- On November 30, 2023, the Parks & Recreation Advisory Board approved the Aquatics Committee's recommendation of the final aquatics facility conceptual design.

- On February 22, 2024, the Parks & Recreation Advisory Board approved the Aquatics Committee's recommendation to build the aquatics facility on the Navarro Elementary School campus property site.

STAFF RECOMMENDATION/REQUESTED MOTION: Approve Contract

LIST OF SUPPORTING DOCUMENTS: LockhartAquaticFacilityCouncilPresentation_58727 - 2, City of Lockhart Aquatics Facility Professional Services Agreement - Halff Executed 5-14-2025, City of Lockhart Aquatics Facility Final Scope of Services 5-14-2025



CITY OF LOCKHART LOCKHART AQUATICS FACILITY

May 20, 2025



ABOUT THE HALFF TEAM



PURPOSED FOR PEOPLE

Halff is a full-service infrastructure consulting firm designed, engineered, planned, constructed – and purposed – for people. For 75 years, we’ve been improving lives and communities by turning **ideas** into **reality**.

Our Partners



BARKER
RINKER
SEACAT
ARCHITECTURE



Design Approach

- **Integrated, phased design process** prioritizing feasibility, budget stewardship, and community input
- **Clear communication** structure with City departments and stakeholders at each step
- **Concept-driven development** grounded in real-world construction and maintenance needs
- **Commitment** to delivering a community-focused facility that’s operationally sustainable and future-ready

Outcomes that represent a “Dive Deeper” design process

PRIMARY PROJECT TEAM

LOCAL FAMILIARITY, NATIONAL EXPERTISE



JAMES HEMENES, PLA,
ASLA, CPRE

Director of Landscape
Architecture –
Principal-in-Charge
(Halff)



TOBY FOX, PLA, LI

Project Manager
(Halff)



JASON RINGDAHL,
AIA

Sr. Principal - Architecture
(BRS)



STEVE CROCKER, PE

Project Leader –
Aquatic Consulting (WTI)

PROJECT SUMMARY

Site:

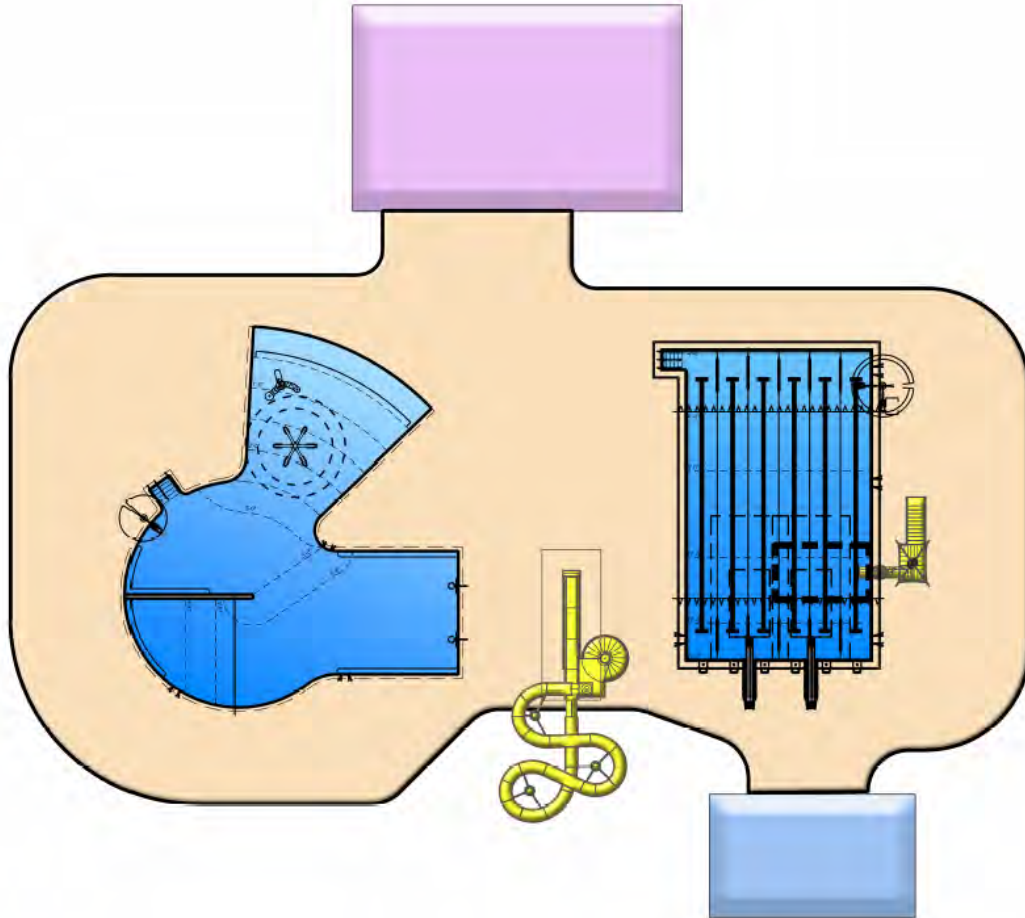
- 6.8 acres at the NW corner of Center and San Jacinto Streets

Proposed Improvements:

- 3,400 sq ft Lap/Competition Pool, with 6 – 25 yard lanes;
- 1,500 sq ft Instructional Pool;
- 4,650 sq ft zero depth entry Leisure Pool with Play Features and a Current Channel;
- 1 Pool Slide Tower – Body Slide;
- Retractable Pool Cover over the Competition Pool and Instructional Pool;
- 6,000 sq ft Bath House that includes restrooms and showers, lockers, staff office, lifeguard room, light concessions, check-in/cashier's station and a meeting room;
- 2,000 sq ft pool mechanical/pump/chemical and maintenance building
- Other support items like Parking, Landscape and Utility Connections.

CONCEPT AND PROPOSED SITE

The Agreement includes the design of those listed improvements per the approved concept plan provided during the feasibility study previously prepared by HALFF.



LAP/COMPETITION POOL



INSTRUCTIONAL POOL



LEISURE POOL



POOL SLIDE



RETRACTABLE POOL COVER



BATH HOUSE



POOL MECHANICAL/MAINTENANCE BUILDING



**CONTRACT FOR PROFESSIONAL SERVICES –
ARCHITECT/ENGINEER**

THIS AGREEMENT, entered into as of the date fully executed by and between the City of Lockhart, Texas, a duly incorporated home-rule city pursuant to Chapter 9 of the Tex. Loc. Gov't. Code, and its municipal charter (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by resolution of the City Council of the City of Lockhart and HALFF ASSOCIATES, INC., 1201 North Bowser Road, Richardson, TX 75081-2275 (hereinafter called the "ENGINEER"), a Texas corporation, registered to do business in Texas. The CITY and ENGINEER may hereinafter sometimes be referred to as a "Party" or collectively as the "Parties."

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the ENGINEER to (1) render certain technical and professional services hereafter described in "Scope of Services" or (2) perform certain work hereafter described in "Scope of Services" for the project briefly described as Aquatics Center,

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

I. EMPLOYMENT OF ENGINEER

The CITY hereby agrees to engage the ENGINEER, and the ENGINEER hereby agrees to perform the "Scope of Services" hereinafter set forth. This contract shall be performed in Caldwell County, Texas.

II. SCOPE OF SERVICES

Engineering services in connection with preparation of plans and specifications and construction phase services including, but not limited to, all necessary design, surveying, plans, and specifications for Aquatics Center.

The ENGINEER shall also prepare detailed cost estimates of authorized construction, and shall use reasonable skill and care befitting the profession in preparing cost estimates that shall reflect current, local construction costs or current wage rate.

The ENGINEER shall review submittals, substitutions, pay requests and/or change order requests and make recommendations to the CITY. The ENGINEER has no authority to approve any changes to the Construction Documents, Design, Materials, Contract Amount, or Contract Time nor make any other decisions on behalf of the CITY, only the CITY has this authority, and the ENGINEER'S responsibilities are in an advisory capacity only.

Certain elements of the engineering work shall be performed as Basic Services; others shall be performed as Additional Services, upon request by CITY and if agreed upon by the ENGINEER. Additional Services may include elements of the

engineering work which cannot be accurately pre-determined or controlled entirely by the ENGINEER.

The work is further described in detail in Exhibit A - Halff Associates proposal dated April 16, 2025 and shall include a proposed schedule for design of the project.

III. TIME OF PERFORMANCE

ENGINEER shall proceed in a timely manner upon execution of this Contract with performance of the services called for under the Basic Services with completion within Four Hundred-Fifty (450) calendar days after execution, unless delayed by causes outside the control of ENGINEER, and shall proceed with subsequent work only on authorization by CITY. ENGINEER shall timely submit to CITY in writing evidence of delay satisfactory to the CITY'S reasonable discretion, upon which an extension of time equal to the period of actual delay, if approved by the CITY, shall be granted in writing.

IV. INFORMATION AND SERVICES TO BE FURNISHED ENGINEER

It is agreed that the CITY shall furnish, without charge, for the purpose of the Contract, information, data, reports, records, and maps as are existing and available, for the carrying out of the work of the ENGINEER as outlined under "Scope of Services"; provided, however, the CITY makes no representation or warranty regarding the reliability of any such information, data, reports or maps. The CITY its agencies shall cooperate with the ENGINEER and will, to the fullest extent reasonably practicable, facilitate the performance of the work described in this Contract.

V. COMPENSATION AND METHOD OF PAYMENT

A. COMPENSATION

It is agreed that total fees for Basic Services for the work as described in the attached Exhibit "A" (including subcontracted Engineering and other professional services) shall not exceed the sum of One Million Five Hundred Forty Thousand Four Hundred Ninety Dollars and Zero Cents (\$1,540,490.00) unless specifically authorized by the CITY in writing.

B. PAYMENT

ENGINEER shall invoice CITY monthly for its services and charges incurred by ENGINEER for services performed under the direction and control of ENGINEER as described herein.

CITY agrees to pay ENGINEER at its office the full amount of each such invoice. Invoices will be paid in accordance with the Texas Prompt Payment Act. The ENGINEER shall pay its subcontractors no later than the tenth day after he receives payment as required under Chapter 2251, Texas Local Government Code.

1. REIMBURSABLES – as stated in Attachment A of ENGINEER'S Proposal and shall not exceed the limits proposed, All reimbursables shall be accompanied with documentation to expenses incurred, and shall only be paid with the approval of the CITY.
2. SITE VISITS – as stated at rate and frequency in Attachment A and approved by the CITY.
3. ENGINEER shall not charge for corrections of errors and omissions, by the ENGINEER, to the design of the project.

VI. RECORDS

ENGINEER shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of Contract work. Such records shall be kept in the office of the ENGINEER for a period of not less than five years (5 Yr) and shall be made available to the CITY for inspection and copying upon reasonable request.

VII. OWNERSHIP OF DOCUMENTS

All final documents, including original drawings, estimates, specifications, field notes and data will become the property of CITY upon ENGINEER's receipt of payment in full for the services performed. ENGINEER may retain reproducible copies of drawings and other documents for its use.

All documents, including drawings and specifications prepared by ENGINEER

are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by ENGINEER for the specific purpose intended shall be at CITY'S sole risk and without liability or legal exposure to ENGINEER. Any such verification or adaption shall entitle ENGINEER to further compensation at rates to be agreed upon by CITY and ENGINEER.

VIII. INSURANCE

All insurance shall be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by CITY. The City of Lockhart, its officers, agents, and employees shall be named as an additional Insured except for Workers' Compensation and Professional Liability Insurance. The ENGINEER shall, at his own expense, purchase, maintain and keep in force insurance that shall protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any agent, subcontractor or by anyone directly employed by any of them, or by anyone for whose acts ENGINEER may be liable, of the following types and limits (no insurance policy or certificate of insurance required below shall contain any aggregate policy year limit unless a specific dollar amount (or specific formula for determining a specific) aggregate policy year limit is expressly provided in the specification below for the particular insurance policy.

- A.** Worker's Compensation Insurance with statutory limits.
- B.** Commercial General Liability occurrence type insurance (No "XCU" restrictions shall be applicable). Products/completed operations coverage must be included.
 - 1.** Bodily injury: Five hundred thousand dollars (\$500,000) single limit per occurrence or five hundred thousand dollars (\$500,000) each person/ five hundred thousand dollars (\$500,000) per occurrence.
 - 2.** Property Damage: One hundred thousand dollars (\$100,000) per occurrence.
 - 3.** Minimum aggregate policy year limit: Two million dollars (\$2,000,000).
- C.** Commercial Automobile Liability Insurance (including owned, non-owned and hired vehicles coverages).
 - 1.** Minimum combined single limit of five hundred thousand dollars

(\$500,000) per occurrence for bodily injury and property damage.

2. If individual limits are provided: Minimum limits are Three hundred thousand dollars (\$300,000) per person, Five hundred thousand dollars (\$500,000) per occurrence for bodily injury and One hundred thousand dollars (\$100,000) per occurrence for property damage.
3. Such coverage shall include owned, hired, and non-owned vehicles of ENGINEER or ENGINEER's employees, agents, representatives or subcontractors.

D. ENGINEER also agrees to maintain Professional Liability Insurance coverage of two million dollars (\$2,000,000) minimum per occurrence/claim/policy year aggregate limits to protect the CITY against damages arising from the ENGINEER'S negligent or wrongful act or omission in the performance of services under this Contract. Coverage shall continue for a minimum of two (2) years after the ENGINEER'S assignment under this Contract is completed. The deductible on the policy for Professional Liability shall not exceed three hundred fifty thousand dollars (\$350,000) unless specifically approved by the CITY.

E. ENGINEER shall require all of its subcontractors to provide the foregoing coverages, as well as any other coverage that ENGINEER considers necessary. ENGINEER will require that all subcontractors maintain a comprehensive commercial general liability policy with a minimum limit of at least \$2,000,000 per occurrence. Any exclusion shall first be approved by CITY. It is the responsibility of the ENGINEER to require compliance with this provision. The CITY accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. Subcontractors shall provide waiver of subrogation in favor of the CITY on all required policies, and additional insured on a primary and non-contributory basis for general liability and automobile liability.

F. With reference to the foregoing insurance requirement, Subcontractor and ENGINEER shall specifically endorse applicable insurance policies as follows:

- (1). The City of Lockhart shall be named as an additional insured with respect to General Liability and Automobile Liability.
- (2). Additional insured for the City of Lockhart should be on a primary and non-contributory basis.
- (3). All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- (4). A waiver of subrogation in favor of the City of Lockhart shall be contained in the Workers Compensation and all liability policies.

- (5). All insurance policies shall be endorsed to require the insurer to immediately notify the CITY of any material change in the insurance coverage.
- (6). All insurance policies shall be endorsed to the effect that the CITY will receive at least thirty- (30) days' notice prior to cancellation or non- renewal of the insurance.
- (7). All insurance policies, which name the CITY as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- (8). Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (9). Contractor may maintain reasonable and customary deductibles, subject to approval by the CITY.
- (10). Insurance must be purchased from insurers that are financially acceptable to the CITY.

IX. PROFESSIONAL LIABILITY

- A.** ENGINEER shall be responsible for the use and employment of reasonable skill and care befitting the profession in the designs, drawings, plans, specifications, data, reports and designation of materials and equipment provided by ENGINEER for the Project covered by this Contract. Approval by CITY shall not constitute nor be deemed a release or waiver of the responsibility and liability of ENGINEER for the accuracy and competency of such designs, drawings, plans, specifications, data, reports and designation of materials and equipment. Contractor shall be responsible for the actual supervision of Construction operations and safety measures involving the work, his employees and the public, but the ENGINEER, on behalf of the CITY, shall advise the Contractor of any items requiring the attention and action of the Contractor after notification to the CITY. ENGINEER shall in a timely manner make the CITY aware of any fault or defect in the project, including any errors, omissions, or inconsistencies in the ENGINEERS Documents or Instruments of Service.
- B.** If services include periodic visits to the site to observe work performed by the Project Contractor, ENGINEER shall be responsible for exercising reasonable care and skills befitting the profession to require that the Contractor performs the work in general accordance with Contract Documents and to endeavor to safeguard the CITY against defects and deficiencies in the work; provided, however, ENGINEER does not guarantee or insure the work completed by the Contractor. During visits to the construction site, and on the basis of the ENGINEER'S on-site observations as an experienced and qualified design professional, ENGINEER shall keep the CITY informed on the extent of the progress of the work, and shall advise the CITY of material and substantial defects and deficiencies in the work of Contractors that are discovered by the ENGINEER or otherwise brought to the ENGINEER'S attention in the

course of construction, shall not exercise whatever rights the CITY may have to disapproved work and materials as failing to conform to the Contract Documents.

- C.** In connection with the services of Contractor's Project Representatives, ENGINEER shall use the usual degree of care and prudent judgment in the selection of competent Project Representatives, and the ENGINEER shall see that the Project Representatives are on the job to perform their required duties.
- D.** In performing these services, the ENGINEER shall not be responsible for the actual supervision of construction operations or for the safety measures that the Contractor takes or should take, except as stipulated in the Scope of Services.

X. INDEMNIFICATION

ENGINEER SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, CAUSED BY THE NEGLIGENCE, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF THE ENGINEER, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBENGINEERS IN THE PERFORMANCE OF THIS AGREEMENT.

ENGINEER SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS IN CONNECTION WITH THE SERVICES OF ENGINEER AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE TO THE EXTENT ARISING OUT OF NONCOMPLIANCE WITH SUCH LAWS, RULES AND REGULATIONS, WITHOUT LIMITATION. ENGINEER SHALL ASSUME FULL RESPONSIBILITY FOR PAYMENTS OF FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER THE SOCIAL SECURITY, WORKER'S COMPENSATION, AND INCOME TAX LAWS WITH RESPECT TO ENGINEER'S EMPLOYEES. FURTHER, ENGINEER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS TO THE EXTENT ARISING OUT OF ANY ACT OR OMISSION, INTENTIONAL TORT, OR FAILURE TO PAY A SUBENGINEER OR SUPPLIER OF ENGINEER, ITS OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER OR AS A RESULT OF ENGINEER'S FAILURE TO USE AND EMPLOY REASONABLE SKILL AND CARE BEFITTING THE PROFESSION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. FURTHER, ENGINEER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY,

ITS OFFICERS, AGENTS, AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS AGREEMENT.

THE FOREGOING INDEMNIFICATION PROVISION SHALL APPLY TO ENGINEER REGARDLESS OF WHETHER OR NOT SAID LIABILITY, LOSS, DAMAGES, EXPENSES, OR CLAIMS IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.

THE ENGINEER SHALL REQUIRE ALL OF ITS APPROVED SUBCONTRACTORS TO INCLUDE IN THEIR SUBCONTRACTS, A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

XI. ADDRESS OF NOTICE AND COMMUNICATIONS

CITY:
CITY OF LOCKHART
P.O. Box 239
Lockhart, TX 78644
Attn: Steve Lewis
City Manager

ENGINEER:
Halff Associates, Inc.
13620 Briarwick Drive, Suite 100
Austin, TX 78729
Attn: James Hemenes

With Copy to:
Halff Associates, Inc.
Attn: Legal Department
1201 N. Bowser Road
Richardson, Texas 75081

All notices and communications under this Contract shall be mailed or delivered to CITY and ENGINEER at the above addresses, respectively.

XII. CAPTIONS

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any Paragraph or in any way determine its interpretation or application.

XIII. SUCCESSORS AND ASSIGNMENTS

The CITY and the ENGINEER each binds themselves and their successors, executors, administrators, and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the ENGINEER shall assign, sublet, or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may

be a party to this Contract.

XIV. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, either Party shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the either Party shall violate any of the covenants, agreements, or stipulations of this Contract, the non-breaching Party shall thereupon have the right to terminate this Contract by giving written notice to the other party of such termination and specifying the effective date thereof, at least ten days (10 days) before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports prepared by the ENGINEER under this Contract shall become the property of the CITY upon the ENGINEER receiving just and equitable compensation for any work completed hereunder.

Notwithstanding the above, the ENGINEER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the ENGINEER and the CITY, following reasonable written notice to ENGINEER and an opportunity to investigate and either refute or cure, may withhold any payment to the ENGINEER for the purpose of setoff until such time as the exact amount of damages due the CITY from the ENGINEER is determined.

XV. TERMINATION FOR CONVENIENCE OF THE CITY

Either Party may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the other Party. If the Contract is terminated by the CITY as provided herein, the ENGINEER shall be paid for the time provided and expenses incurred up to the termination date,. If this Contract is terminated due to the fault of the ENGINEER, other terms and conditions relative to termination, as contained in Paragraph 14 of this Contract shall apply.

XVI. CHANGES

The CITY may, from time to time, request changes in the scope of the services to be performed by the ENGINEER under this Contract. Such changes, including any increase or decrease in the amount of the ENGINEER'S compensation, which are mutually agreed upon by and between the CITY and ENGINEER shall be incorporated in written amendments to this Contract.

XVII. PERSONNEL

- A.** The ENGINEER represents that it has, or shall secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any other contractual relationship with the CITY.
- B.** All of the services required hereunder shall be performed by the ENGINEER or under its supervision and all personnel engaged in the work shall be fully qualified and, as applicable, shall be authorized or permitted under State

and local law to perform such services.

- C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written Contract or agreement and shall be similarly subject to each provision of this Contract.

XVIII. REPORTS AND INFORMATION

The ENGINEER shall, at such times and in such forms as the CITY may require, furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

XIX. INTEREST OF ENGINEER AND EMPLOYEES

The ENGINEER covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder.

The ENGINEER further covenants that in the performance of this Contract, no person who has any such interest shall be employed by the ENGINEER.

XX. INCORPORATION OF PROVISIONS REQUIRED BY LAW

Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Contract shall be amended to make such insertion upon application by either party.

XXI. COMPLIANCE WITH LAWS

ENGINEER shall comply with all applicable laws, ordinances, and codes of the state, federal, and local governments and shall commit no trespass on any public or private property in performing any of the services embraced by this Agreement.

XXII. FEDERAL/STATE GRANTS

If federal or state grant funds are involved in the funding of the project, then the conditions of those respective grants are incorporated herein by reference and made a part hereof for all purposes.

XXIII. ASSIGNMENT

ENGINEER shall not assign, transfer, or encumber any right or interest in this Agreement, in whole or in part, without prior approval of the CITY.

XXIV. VENUE

Any action brought by either party based on any claim arising under or as a result of this Contract shall be brought in a court of competent jurisdiction in Texas, with venue in Caldwell County, Texas.

XXV. TIME OF PERFORMANCE

In accordance with the ENGINEER's applicable standard of care, time is of the essence for the completion of all work described in this contract. It is anticipated that all work will be completed within the time as stated in the Schedule from the date of execution, and that any delay in the completion of the work described herein shall constitute a breach of this contract.

XXVI. INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR

Contractor shall be an independent contractor with respect to the performance of all Work, and neither Contractor nor anyone employed by Contractor shall be deemed for any purpose to be the employee, agent, servant, borrowed servant, or representative of Owner in the performance of any Work (despite Contractor's obligation to comply with various rules and regulations of the Owner). The Work contemplated herein shall meet the approval of Owner and be subject to the general right of inspection of Owner to secure the satisfactory completion thereof. The actual performance and supervision of all Work shall be by Contractor, but Owner or its representatives shall have full and complete access to the Work site to determine whether the Work is being performed by Contractor in accordance with all provisions of this Contract and for reasons otherwise stated in this Contract. Owner is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes Contractor. Neither Contractor nor its employees shall be entitled to receive any benefits which employees of Owner are entitled to receive, and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for Owner. Contractor is not the agent of Owner and is not authorized to make any representation, contract, or commitment on behalf of Owner unless specifically requested to do so, by Owner, in writing. No provisions herein shall be construed as creating a partnership, joint venture or other association whereby the Owner and Contractor would be jointly liable or liable as partners or co-ventures.

XXVII. RIGHTS AND REMEDIES

The rights and remedies provided by this Contract are given in addition to any other rights and remedies either Party may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies.

XXVIII. NO WAIVER OF RIGHTS

If either party fails to enforce any of the provisions of this Contract or any rights hereunder or fails to exercise any election provided in the Contract, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of the Contract. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provisions, rights or elections, which it may have under this Contract.

XXIX. ENTIRE AGREEMENT

The Contract Documents sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, between or among the parties, except as specifically provided herein. Except as explicitly set forth herein, there are no promises, conditions, representations, understanding, interpretations or terms of any kind as conditions or inducement to the execution hereof or in effect among the Parties.

XXX. HEADINGS

The Paragraph headings included in this Contract are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement.

XXIV. COUNTERPARTS

(a) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement, effective when counterparts have been signed by each - and delivered to - the other Parties; it being understood that all Parties need not sign the same counterparts.

(b) The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another via either a dial-up connection or by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the document's original graphic and pictorial appearance, or by combination of such means, constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or by electronic means as described shall be deemed to be their original signatures for all purposes.

XXV. EXHIBITS

ENGINEER affirms and verifies the statutorily required provisions found in Ex. B. All referenced Exhibits are incorporated for all purposes as part of this Agreement and are included as part of the Contract Documents, which consist of this agreement and its attached and incorporated exhibits, and the allowance for and allocation of risk, and the required statutory clauses.

[Signatures on Page following]

ACCEPTED:

CITY:
CITY OF LOCKHART, TEXAS

PROPOSED AND AGREED TO:

Halff Associates, Inc.



MAYOR

BY: _____
Vice President, Director of Landscape
Architecture

DATE: _____

DATE: 5/14/2025

ATTEST:

CITY SECRETARY

ATTEST:

(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT "A"
Rates for Services Provided and Scopes of Services

	
Rate Schedule (58727)	
Position	Bill Rate
Engineer I	132.00
Engineer II	162.00
Engineer III	209.00
Engineer IV	269.00
Engineer V	357.00
Scientist I	105.00
Scientist II	135.00
Scientist III	195.00
Scientist IV	255.00
Scientist V	335.00
LA/Planner I	130.00
LA/Planner II	150.00
LA/Planner III	200.00
LA/Planner IV	220.00
LA/Planner V	250.00
Surveyor I	124.00
Surveyor II	131.00
Surveyor III	173.00
Surveyor IV	210.00
Surveyor V	290.00
Field Tech I	75.00
Field Tech II	101.00
Field Tech III	121.00
Field Tech IV	148.00
Field Tech V	194.00
Office Tech I	79.00
Office Tech II	101.00
Office Tech III	129.00
Office Tech IV	160.00
Office Tech V	210.00
Administrative I	79.00
Administrative II	101.00
Administrative III	128.00
Administrative IV	150.00
Administrative V	396.00
Specialist I	104.00
Specialist II	138.00
Specialist III	194.00
Specialist IV	225.00
Specialist V	401.00
CEI Srv I	109.00
CEI Srv II	126.00
CEI Srv III	126.00
CEI Srv IV	161.00
CEI Srv V	217.00
Intern	94.00

		
Crew Rate Schedule (58727)		
Crew Rates	UM	Bill Rate
1-Man Survey Crew	hour	130.00
1-Man Terrestrial HDS Crew	hour	255.00
2-Man Survey Crew	hour	200.00
2-Man Terrestrial HDS Crew	hour	350.00
3-Man Survey Crew	hour	270.00
Designating (QL-B) (1-Man)	hour	125.00
Designating (QL-B) (2-Man)	hour	250.00
FAA 107 UAS Pilot	hour	260.00
Potholing (QL-A) (1-Man)	hour	175.00
Potholing (QL-A) (2-Man)	hour	350.00
Spar Designating (QL-B) (2-Man)	hour	300.00
Equipment Rates	UM	Bill Rate
Office Vehicle Mileage (VA01-M24)	mile	\$ 0.67
Office Vehicle Mileage (VA01-M24)	mile	\$ 0.67
UAS LIDAR (ES11-I)	hour	\$ 145.00
Office Vehicle Mileage (VA01-M)	mile	\$ 0.70
Office Vehicle Mileage (VA01-M)	mile	\$ 0.70
MX9 Mobile LIDAR (ES20-I)	hour	\$ 295.00
Crew, expense and equipment rates are updated periodically rather than escalating annually		

BARKER RINKER SEACAT ARCHITECTURE, P.C.

BILLING RATE CATEGORIES

Designer I	\$ 125/ hour
Designer II	\$ 135/ hour
Designer III	\$ 145/ hour
Designer IV	\$ 160/ hour
Senior Designer	\$ 200/ hour
Marketing/Administrative	\$ 150/ hour
Design Manager	\$ 175/ hour
Project Specialist	\$ 185/ hour
Project Manager	\$ 205/ hour
Principal I	\$ 205/ hour
Principal II	\$ 225/ hour
Senior Principal III	\$ 240/ hour
Partner	\$ 260/ hour

Water Technology, Inc.

Rate Schedule

Principal/Director	\$250.00
Project Manager/Engineer	\$185.00
Creative Studio	\$160.00
Project Design	\$145.00
Mechanical Design	\$170.00
Technical Design	\$105.00
Administrative	\$75.00

Beyond Engineering and Testing, LLC

Rate Schedule

Professional Engineer 1 (4-8)	\$174.60
Engineer in Training II (5-10)	\$143.91
Engineer in Training I (0-5)	\$129.68

EXHIBIT "B"
Statutorily Required Provisions

1. ENGINEER affirms that it has submitted the necessary forms to comply with Texas Gov't Code Section 2252.908, Certificate of Interested Parties (Form 1295, <https://www.ethics.state.tx.us/forms/1295.pdf>) and Chapter 176, Texas Local Gov't Code, Conflict of Interest Questionnaire (Form CIQ, <https://www.ethics.state.tx.us/forms/CIQ.pdf>) and has returned a fully executed copy of the latter as an attachment to this executed contract and proof of the former to the City after filing with the Texas Ethics Commission, as required by the referenced provision of the Texas Government Code.
2. Verification Regarding Firearm Entities or Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2274.002 (b) TEX. GOV'T. CODE, (i) the ENGINEER verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) the ENGINEER will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274, Tex. Gov't. Code, to the extent the applicable provision in Chapter 2274.002, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "firearm entity or firearm trace association" shall have the meaning assigned to the terms in § 2274.001 (6), (7), Tex. Gov't. Code. ENGINEER understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit
3. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2274.002, Tex. Gov't. Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, ENGINEER hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with § 2274.002, Tex. Gov't. Code, as amended, to the extent that § 2274.002, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in § 809.001, Tex. Gov't. Code. ENGINEER understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.
4. Certification Regarding Terrorist Organizations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under §§ 2252.151-.154 Tex. Gov't. Code, ENGINEER hereby certifies that it and its parent company, wholly or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. ENGINEER understands "affiliate" to mean an entity that controls, is controlled by, or is

under common control with the Underwriter and exists to make a profit.

5. Certification Regarding Boycott of Israel To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Tex. Gov't. Code, ENGINEER and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex Gov't. Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102) The foregoing verification is made solely to comply with Chapter 2271, Tex. Gov't. Code, to the extent the applicable provision in Chapter 2271.001, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in § 808.001(1), Tex. Gov't. Code. ENGINEER understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

May 14, 2025

Project No. (AVO): 58727.001

City of Lockhart, TX
Travis Hughes
Director of Parks & Recreation
705 Wichita Street
Lockhart, TX 78644

RE: Lockhart Aquatic Center Design
Lockhart, TX

Dear Travis,

At Halff we improve lives and communities by turning ideas into reality. We do that by working with great clients on meaningful projects. As such, we are pleased to submit the following Scope of Services for the Lockhart Aquatic Facility Design.

The proposed services to be performed are described in the Scope of Services (**Exhibit A**). Services that are not included as part of the Scope of Services are listed in the Exclusions/Available Additional Services; however, these services can be provided by Halff upon request. An Exhibit with Project Location and Approved Concept Plan and estimated Schedule are also included.

Unless otherwise modified, please note that the proposed Scope of Services described herein shall remain valid and continue in effect for a period of 90 calendar days for execution by both parties, after which it will require renewal in writing by CONSULTANT and CLIENT.

Thank you for the opportunity to work with you to improve lives and communities. Please feel free to contact me if you have any questions or comments regarding this Scope of Services.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Fox".

Tobin L. Fox, PLA, LI
Project Manager
737-309-4703
tfox@halff.com

A handwritten signature in blue ink, appearing to read "M. Hemenes".

M. James Hemenes, PLA, ASLA, CPRE
Vice President
Director of Landscape Architecture
512-777-4564
jhemenes@halff.com

EXHIBIT A

BASIC SCOPE OF SERVICES

PROFESSIONAL SITE DEVELOPMENT SERVICES FOR

LOCKHART AQUATIC FACILITY

PURPOSE

Halff (CONSULTANT) shall provide Landscape Architecture, Architecture, Aquatic, and Civil Engineering Design Services for Lockhart Aquatic Facility Design (PROJECT), to the City of Lockhart (CLIENT). Halff will utilize sub-consultants BRS Architecture for the Architecture, WTI for the Aquatics Design, Ballard*King for Proforma and Operational Planning, and Beyond Engineering for Geotechnical Engineering. All other design disciplines will be Halff teams. The purpose of the PROJECT is to provide design, bidding and construction administration services for the above-referenced project.

SCOPE

The PROJECT is located at the intersection of Center Street and San Jacinto Street, in Lockhart, TX and will consist of a 6-8 acre outdoor aquatics facility that includes:

- 3,400 square foot Lap/Competition Pool, with six (6) - 25 yard lanes;
- 1,500 square foot Instructional Pool;
- 4,650 square foot zero depth entry Leisure Pool with Play Features and a Current Channel;
- 1 Pool Slide Tower – Body Slide;
- Retractable Pool Cover over the Competition Pool and Instructional Pool;
- 6,000 square foot Bath House that includes restrooms and showers, lockers, staff office, lifeguard room, light concessions, check-in/cashier's station and meeting room;
- 2,000 square foot pool mechanical/pump/chemical and maintenance building;

The anticipated project budget for the proposed pool development is \$8,000,000.00. Project includes the design of the following proposed improvements per the approved concept plan provided during the feasibility study prepared by CONSULTANT:

Landscape Architecture / Site Design (HALFF)

- Site Plan
- Pool deck
- Landscape planting
- Irrigation system
- Parking lot(s)
- Screened dumpster enclosures
- Covered seating areas
- Pedestrian access from the parking lot
- Monument sign
- Perimeter Security Fencing

Architecture (BRS)

- Floor Plans, Roof Plans, Exterior and Interior Elevations, Sections, Details and Specifications (and enlargements as required) for:

- o Bath house and concessions, administrative office, meeting and lifeguard space, retractable pool enclosure, storage and aquatic equipment building.
- Furnishings plans (if required).
- Owner-review sets delivered at Phase Milestones outlined below.
- Building construction estimates provided at Phase Milestones outlined below.
- Preliminary aquatics equipment coordination to size Pool Support Buildings.
- Coordination of utility requirements for the building(s).
- Assist in theming concept imagery and coordination.
- Coordination with full project design team at regular intervals.

MEP (HALFF)

- Mechanical, Plumbing and Electrical Plans, Sections, Details and Specifications as required for:
 - o Bath house and concessions, administrative office, meeting and lifeguard space, retractable pool enclosure, storage and aquatic equipment building.
- Site lighting and photometric plans.

Aquatics Design (WTI)

- Design (layout) of three (3) pool shells
 - o Plans and sections
- Pool amenities/features
 - o S/S rail goods
 - o White goods/fittings
 - o Waterslides
 - o Pool finishes
 - o Process piping
 - o Pumps
 - o Filtration systems
 - o Chemical treatment systems
- Pool related equipment including
 - o Maintenance
 - o Deck
 - o Safety equipment

Civil Engineering (HALFF)

- Site plan
- Site grading
- Drainage and onsite retention/detention
- Site utility plan connections to buildings
 - o water
 - o sewer

ASSUMPTIONS

This scope of services has been prepared using the following assumptions as a basis for its preparation:

1. The Scope of Services represents a single, stand-alone project consisting of tasks described below for the design and construction of the proposed improvements, in their entirety, with no removal or separation of tasks for the completion of the PROJECT.

2. The PROJECT will follow site, building, and aquatics design requirements as noted below:
 - a. 2018 International Building Code
 - b. City of Lockhart Building codes
 - c. 2018 International Swimming Pool and Spa Code
 - d. Local Engineering Design standards or APWA if no standards are available
3. The CLIENT will be responsible for distributing, coordinating, and facilitating all submittal milestones/packages to necessary stakeholders, including correspondence during the submittal review period(s) and providing CONSULTANT with organized reviews, comments and feedback from reviewing entities.
4. The PROJECT schedule shall be subject to CLIENT review as follows: **The schedule milestone dates are based on an assumed CLIENT submittal review period of a maximum of (2) two weeks.** Review periods exceeding (2) two weeks may impact subsequent submittals and milestone dates. A review delay of (1) one week or longer will result in a subsequent delay of deliverables and revision of the schedule.
5. Civil site design will start after the site layout has been confirmed with the local jurisdiction and CLIENT.
6. A Construction Manager at Risk (CMAR), independently hired by CLIENT will be constructing the Aquatics Facility and will be providing cost estimating services for the project from the Design Development Phase (60%) through the 100% Construction Documents Phase.

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PHASE 1 – DESIGN SUPPORT SERVICES

TASK 1.1 – PROJECT MANAGEMENT AND COMMUNICATION

Project Management Coordination, Communications, and Reporting:

CONSULTANT will provide monthly progress reports to the CLIENT which will detail the current progress, highlight any outstanding issues, and address future concerns. This will be provided via email.

Additionally, CONSULTANT will conduct internal meetings with their staff for effective coordination, communication, budgeting and invoicing regarding the PROJECT.

Task 1.1 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the monthly progress reports (included with monthly invoice).

TASK 1.2 – PROJECT MEETINGS

Project Kick-off Meeting:

CONSULTANT will attend one (1) virtual coordination/project kick-off meeting with the CLIENT (date and time to be coordinated with CLIENT) to confirm the goals, objectives, budget, schedule and program of proposed improvements for the PROJECT. Notes shall be taken by CONSULTANT to record items discussed and decisions made during this meeting and provided to all attendees.

- Project Kick-Off Meeting – One (1) In Person (three (3) hours maximum duration not including travel time)

Bi-Weekly Coordination Meetings:

During the Design Phases, the Design Team will conduct bi-weekly coordination meetings with CLIENT to review progress and identify any items that need further discussion and direction to keep the project moving forward according to schedule. Notes shall be taken by the CONSULTANT to record items discussed and decisions made during this meeting and provided to all attendees.

- Bi-Weekly Coordination Meetings - up to 14 virtual meetings (one-hour maximum each)

Task 1.2 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Project Kick-Off meeting notes.
- One (1) Digital PDF copy of the Bi-Weekly Coordination Meeting Minutes

TASK 1.3 – CODE AND ORDINANCE REVIEW

Prepare a code analysis and ordinance review for the following:

- a. 2018 International Building Code
- b. City of Lockhart Building codes
- c. 2018 International Swimming Pool and Spa Code
- d. Local Engineering Design standards or APWA if no standards are available

CONSULTANT will provide a written copy to the CLIENT.

Task 1.3 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the ordinance review.

TASK 1.4 – GEOTECHNICAL REPORT

Task 1.4.1 – Geotechnical Engineer (BEYOND)

The field investigation for the geotechnical investigation will be supervised by a Geotechnical Engineer. The report will be prepared by a Professional Engineer registered in the State of Texas. Penetration Tests and sampling will be performed in accordance with ASTM D 1586 and as necessary ASTM D1587 and ASTM D 2113.

- Field Investigation – 4 Bore Holes to a depth of 20 feet (1 within each building footprint and 1 within each pool shell footprint), and 1 Bore Hole to a depth of 25 feet (within pool slide footprint).
 - o Contract Drill Rig (Est. 1 day)
 - o Draft Geotechnical Report (Est. 14 days)
 - o Final Geotechnical Report (Est. 5 days after draft report comments received)
 - o Laboratory Analysis
 - a. Atterberg Limits Tests (liquid limit, plastic limit and plasticity index);
 - b. Grain Size Analysis (sieve analysis and was #200);
 - c. Moisture Contents;
 - d. Unconfined compressive strength (if samples permit);
 - e. Unit Weight (if samples permit);
 - f. Sulfate and Chloride content.
- Engineering Analysis, Recommendations and Report – The Geotechnical Report will contain the following:
 - o A site plan indicating bore hole locations;
 - o Boring logs with laboratory test results, sample depths, sample methods, SPT blow counts, material descriptions, groundwater observations, and other pertinent observations;
 - o Presentation of all field tests with relevant parameters/results;
 - o Presentation of all laboratory test results;
 - o A discussion of site topography, and earthwork requirements;
 - o A discussion of geological setting as well as subsurface soil and groundwater conditions at the site;
 - o Presentation of seismic parameters at the site;
 - o Discussion of corrosion potential of soils relative to concrete and steel;
 - o Recommendations for foundation type, embedment depth, and allowable bearing pressure for proposed building and large pool slide;
 - o Provide pool structure foundation options and recommendations including bearing capacity parameter, coefficient of friction, lateral earth pressures and design groundwater level;
 - o Discussion of foundation settlement potentials;
 - o Recommendations for pavement types and pavement layer thickness;
 - o Earthwork recommendations and backfill material specifications; and
 - o Electronic copy of the final report.

Schedule

Upon receipt of Notice to Proceed (NTP), client verification, and site plan:

- CONSULTANT will initiate the underground utility search within one week.
- Mobilize drill crew within one week of receiving signed NTP.
- Geotechnical Field work is anticipated to take one day to complete, but is dependent on clearance of underground structures, access to all boreholes and weather conditions.

Geotechnical Services Notes

- This fee is inclusive of mobilization/travel, time on site for drilling, and any incidental fees that may be incurred related to performing this work.
- If PROJECT encounters difficulties beyond the driller's control or if the scope of work is altered, CONSULTANT reserves the right to renegotiate the price.
- Locations are to be clear of any overhead and subsurface utilities. CLIENT to provide all records of city-owned water, wastewater and storm sewer lines located on the property.
- All locations are to be accessible using two-wheel drive equipment and vehicles.
- Additional trips, training and standby charges are not included in this proposal and will be billed at Standard Rates.
- This fee proposal assumes one mobilization.
- Remaining invoices will be submitted monthly with net 30 days from receipt. If the project is in progress during multiple billing cycles, partial invoices will be sent out for work performed during that billing cycle.

Task 1.4 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Geotechnical Report.*

TASK 1.5 – DESIGN SURVEY

Task 1.5.1 – Survey (HALFF)

Topographic Survey

CONSULTANT will perform a topographic survey of the subject tract(s). The following specific services will be provided:

- Aerial or mobile LiDAR and conventional survey methods may be used for data collection.
- Establish a minimum of two control points.
- Obtain break lines and spot elevations sufficient for 1-foot contour intervals.
- Obtain line and grade on handicap ramps, crosswalks, and sidewalks.
- Locate above ground visible improvements.
- Locate visible above-ground utility locations, either found by our surveyors or located for us by utility companies and/or other agencies.
- Provide spot elevations at center point of manhole covers and access vaults.
- Provide invert elevation of manhole and elevation of pipe flowlines (if possible).
- Provide location, pipe size, (if possible) and invert elevation of existing storm drain structures.
- Locate and tag existing trees 8-inches diameter and greater. The critical root zones will be represented by a circle (tree circle), the radius of which equals 1 foot for each inch of tree diameter, unless other local or specific standards are provided to us. The client understands that certain species of trees may be difficult to identify, particularly in winter months, and the client should consider retaining an arborist to confirm the identification of certain trees in critical areas.
- Process field collected data for field survey.
- Perform quality control for survey requirements.
- Prepare base map illustrating data collected above.
- Extract spot elevations and break lines into DTM.
- Extract and prepare triangulated irregular network into DTM.
- Load 1-foot contour information.
- Provide a Civil 3D CAD file.

Services performed outside the above scope of services can be provided upon receipt of an executed Additional Services Agreement, and will be billed on an hourly basis in accordance with our standard hourly rates. To furnish a lump sum fee, the following assumptions were made:

- The client will provide any permission necessary for access on adjoining properties to gather topographic or boundary information that may be required.

Task 1.5 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Design Survey.

TASK 1.6 – ENVIRONMENTAL (IF REQUIRED)

Task 1.6.1 – Environmental (HALFF)

CONSULTANT will conduct an Environmental Constraints Analysis for the proposed development and prepare a technical memorandum documenting the following information:

- Potentially regulated waters of the U.S. (WOTUS) within the study area, jurisdictional assessment, and U.S. Army Corps of Engineers (USACE) Section 404 permitting requirements.
- Potential suitable habitat or designated critical habitat for state and federally listed threatened and endangered species within the study area, and determinations of whether the development within the study area will affect or have the potential to affect state or federally listed species.
- Potential cultural resources within the study area, and determinations of whether the development within the study area potential to impact archeological sites or historic properties, and recommendations for compliance with the Antiquities Code of Texas (Title 9, Chapter 191 of the Texas Natural Resources Code), and Section 106 of the National Historic Preservation Act (NHPA).

Task 1.6.2 – Waters of the United States Delineation and Jurisdictional Assessment

- The study area will be reviewed, and field work will be conducted to complete a delineation of WOTUS (including wetlands) subject to USACE regulation that would be potentially impacted by the project. CONSULTANT will perform a delineation of all aquatic features in the study area in accordance with the *1987 USACE Wetland Delineation Manual*, the *Great Plains Regional Supplement, Version 2.0* (March 2010).
- Prior to initiating field work, CONSULTANT will perform desktop research using publicly available data (e.g., National Wetland Inventory maps, topographic maps, soil survey reports, aerial photography) as needed or required. CONSULTANT will delineate and map the ordinary high-water mark of water bodies and boundaries of wetland features within and adjacent to the study area. The survey will involve recording geographic coordinates of the boundary of aquatic features using a handheld GPS instrument with sub-meter accuracy. CONSULTANT will record all necessary data to produce wetland data forms. CONSULTANT will document the methodology and results of the investigation in sufficient detail to satisfy jurisdictional determination requirements for USACE permitting under Section 404 of the Clean Water Act.

Task 1.6.3 – Threatened and Endangered Species Assessment

- A threatened and endangered species habitat assessment will be conducted to demonstrate compliance with the Endangered Species Act, NWP General Conditions 18 (Endangered Species) and 19 (Migratory Birds and Bald and Golden Eagles), and the Texas Parks and Wildlife Code. CONSULTANT will perform a literature review of state and federally listed threatened and endangered species for Caldwell County, Texas. CONSULTANT will obtain official species information from the U.S. Fish and Wildlife Service Information for Planning and Consultation that will support determinations of potential species occurrence for the study area and provide specific information where available. CONSULTANT will make observations during the field visit to identify suitable habitat for any state or federally protected species.

Task 1.6.4 – Cultural Resources Assessment

- Because the project is being developed on property owned by Lockhart Independent School District, a political sub-entity of the State of Texas, it falls under purview of the Antiquities Code of Texas (Title 9, Chapter 191 of the Texas Natural Resources Code), which requires that the Texas Historical Commission (THC) review actions that have the potential to impact archeological historic properties within the public domain. In addition, the project may require authorization pursuant to Section 404 of the Clean Water Act or receive federal funding, which would consider the project as a federal action requiring compliance with Section 106 of the National Historic Preservation Act (Section 106). To comply with Section 106 and the Antiquities Code of Texas (Antiquities Code), CONSULTANT will perform the services described below.
- CONSULTANT will perform a desktop review of the Texas Archeological Sites Atlas maintained by THC to determine whether any archeological historic properties eligible for listing on the National Register of Historic Places (NRHP) are documented within or adjacent to the project's Area of Potential Effects (APE). Background research will also include a review of local soil, geologic and predictive modeling data to evaluate the potential for buried and intact archeological deposits as it pertains to the horizontal and vertical footprint of the APE. Historic topographic maps and aerial photography will be reviewed to identify any potential above-ground historic structures within or adjacent to the APE. The results of the desktop review will be submitted for review by the THC for project review in compliance with Antiquities Code. The desktop review will provide recommendations regarding the project's potential to impact archeological historic properties. The THC or federal agency (if applicable) will determine whether additional Section 106 consultation is required following review of the project. Any additional tasks beyond the above-described desktop review would be scoped as an additional service per state and federal requirements.

Task 1.6 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Environmental Report.*

TASK 1.7 – PROFORMA AND OPERATIONAL PLANNING (BALLARD*KING)

Task 1.7.1 – Project Overview and Administration

CONSULTANT will participate in meetings to discuss goals and objectives identified with the project. Subsequent to the kick-off meeting, CONSULTANT will develop an information request. That information request will identify the documents needed to update the Market Review and develop the Operations Plan.

- Establish lines of communication
- Confirm schedule
- Discuss project goals

Task 1.7.2 – Market Review & Program

CONSULTANT will update the market assessment for the study with projections for population, new participation statistics and development of service areas.

- Identify/Define service area
- Review demographic characteristics/community profile
 - o Population/age range/household income
 - o Recreation Spending Potential Index
 - o Population trends
 - o Changing population trends that impact recreation
- Comparison with national, regional and local participation statistics
 - o NSGA standards
 - o Potential participation levels
- Market segment determination and analysis
 - o Determination of user groups
 - o Impact of user group needs on facility component listing
- Program Recommendation
 - o Priorities of use
 - o Philosophy of operation
 - o Validate/Adjust program

Task 1.7.3 – Operations Plan

- Fee structure
 - o Admissions – Drop-in/multiple admissions/annual passes
 - o Family, corporate, group rates
 - o Rentals
- Sources of Income
 - o Identification and verification of revenue sources
- Attendance/use estimates
- Develop operating cost impact for facility
 - o Develop a line-item budget
 - o Personnel by position
 - o Contractual services
 - o Commodities
 - o Capital replacement
- Develop revenue impact for facility

- o Admissions – daily/annual/multiple admissions
 - o Programs and services
 - o Rentals
 - o Other revenue sources
- Revenue/expenditure comparisons
 - o Cost recovery level

TASK 1.8 – FUNDING RESOURCES (HALFF)

Task 1.8.1 – Funding Resources

- Attend one (1) kick-off meeting call with the City to identify long-lead items
- Attend up to six (6) virtual progress meetings to discuss project status and project developments, specification and details
- CONSULTANT will coordinate with agencies and stakeholders involved in the project, as needed
- CONSULTANT will identify and collate if needed, exhibits and attachments required by the identified grant program, which may include a site plan, project location map, vicinity map, aerial phot and photo pages of the project, authorizing resolution, certification and assurances, letters of support, map of the floodplain, NFIP insurance evidence, letter of match commitment, environmental checklist, budget, Section 106 compliance, map illustrating sensitive resources, support for sustainable claims, subject matter expert coordination and support, and evidence of community support.
- Provide written comments on the grant application narrative to be submitted by the City.

TASK 1.9 – QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)

CONSULTANT will perform internal Quality Assurance and Quality Control (QA/QC) reviews of deliverables at each submittal milestone. Subconsultants are required to follow CONSULTANT QA/QC standards. In addition, the CONSULTANT's QA/QC manager will provide comments to subconsultants and recheck for implementation.

TASK 1.10 – STATE ACCESSIBILITY PLAN REVIEW

State Accessibility Plan Review:

At the completion of the 90% construction documents, CONSULTANT will submit drawings to a Texas Registered Accessibility Specialist to be reviewed for accessibility compliance. CONSULTANT will provide CLIENT with review results. **CONSULTANT shall be responsible for incorporating any comments received and adjusting the plans as needed prior to final 100% Bid Package.**

Substantial Completion Accessibility Inspection:

CONSULTANT shall be responsible for coordinating, scheduling, and accompanying the Texas Registered Accessibility Specialist on the accessibility inspection once construction progress has reached Substantial Completion. CONSULTANT'S Substantial Completion inspection cannot occur until the Accessibility Inspection has been done. CMAR shall be responsible for incorporating applicable changes resulting from the Final Inspection Report into the built conditions for the PROJECT. Accessibility violations will be noted in the substantial completion punch list prepared by the CONSULTANT and delivered to the CMAR to correct before final approval is granted.

Inspection Fees:

TDLR registration, accessibility review and inspection fees will be paid by the CONSULTANT and delivered with the construction documents to **the Texas Registered Accessibility Specialist**. The costs for the TDLR registration, accessibility review, inspection fees as well as the printing of plans and specifications and shipping will be a reimbursable expense.

Task 1.10 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Plan Review Report.
- One (1) Digital PDF copy of the accessibility review registration form

TASK 1.11 – PRE-DEVELOPMENT MEETING 1

CONSULTANTS will meet (virtually) with the planning department to confirm site plan and development review requirements. CONSULTANTS will prepare a checklist (if not available from the planning department) detailing the review requirements. CONSULTANTS will include the checklist as part of the development of submitted packages.

- *Pre-Development Meeting – One (01) virtual meeting (two (2) hours maximum duration)*

Task 1.11 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Pre-Development meeting minutes..

TASK 1.12 – PROGRAMMING

CONSULTANTS will meet (virtually) with CLIENT to finalize project programming. The Final Design Program will include a list of aquatic, architectural, and site elements to be included in the final design package. Elements added as a part of this task that are not already included in the rest of this SCOPE may be added as additional services.

- *Programming Meeting – One (01) virtual meeting (two (2) hours maximum duration)*

PHASE 2 – SCHEMATIC DESIGN

TASK 2.1 – SCHEMATIC DESIGN (30%)

SCHEMATIC DESIGN (30%):

Based on the input gathered from the kickoff meeting, the approved feasibility study concept, stakeholder meetings, and site investigation, the CONSULTANT will prepare one (1) Schematic Design that helps communicate the intent and vision of the PROJECT. The Preliminary Schematic Design shall include the layout of all proposed improvements to demonstrate compliance with applicable Federal, State, and local/stakeholder rules, regulations, and codes as previously listed in Assumptions above. The CONSULTANT will identify any location where exceptions to the established design standards may be necessary.

Schematic Design plans shall be on a 24"x36" sheet size, formatted with black and white line work with a scale appropriate to illustrate the proposed improvements. In addition to the anticipated improvements described above, CONSULTANT's Preliminary Schematic Design plans will contain plans and sections/elevations, showing critical dimensions and features for the following:

Task 2.1.1 – LA (Design Team Lead)

- Buildings (locations only, all details by Architecture)
- Pool deck and pedestrian paving

- Site amenities (fencing, seating, covered seating)
- Landscaping – Tree, bed and turf locations; will not specify specific plants in this Phase.
- Provide general resource information formatted as shown to the CLIENT in the following areas:
 - o Pool and pool deck finishes – Image Boards
 - o Lighting Fixtures – Image Boards

Task 2.1.2 – Civil

- Based on the Client's selected conceptual layout, CONSULTANT will prepare a schematic design plan. This plan will include:
 - o proposed mass grading of the parking lot;
 - o the detention pond, using earthen grading only (no structural walls or underground vaults);
 - o grading of areas up to within 5 feet of the aquatic facility's fence line, and;
 - o a 2-dimensional layout of storm sewer, water and wastewater services.

Task 2.1.3 – Aquatics

- Verify aquatic design for code compliance
- Develop water rides, activities and features
- Define pool zones, depths and turnover rates
- Develop pool wall profile options
- Select preliminary mechanical equipment
 - o Identify pool filtration, heating and lighting methodologies
- Develop preliminary mechanical equipment layout
- Develop aquatic narrative
- Develop aquatic drawings
 - o SD Level Plans, Sections, and Details
- Develop Rough Order of Magnitude (ROM) Opinion of Probable Construction Costs (OPCC)

Task 2.1.4 – Architecture

- Updated site plan (provided by LA, not in Architecture scope)
- Schematic floor plans (and enlargements as needed) for:
 - o Bath house and concessions, administrative office, lifeguard space, meeting room, retractable pool enclosure, storage & aquatic equipment building(s)
- Preliminary aquatics equipment coordination to size pool support buildings
- Coordination of preliminary utility requirements for the building(s)
- Assist in theming concept images
- Detailed program breakdown, including square footage, fixture count, and amenities

Task 2.1.5 – MEP

- Mechanical, Plumbing and Electrical design narratives or conceptual plans including the following:
 - o Mechanical HVAC Plans
 - o Plumbing Plans
 - o Fire Sprinkler Plans
 - o Electrical Power Plans
 - o Electrical Lighting Plans

Task 2.1.6 – STRUCTURAL

- Coordinate with the Geotechnical Subconsultant to identify the necessary soil design parameters for the following scope items:
 - o Amenity center building foundation
 - o Pool equipment building foundation
 - o Foundation for retractable pool enclosure

- o Small miscellaneous structure foundations including shade structures, light poles, and a monument sign
- Coordinate with the Project Architect to select major structural systems for the amenity center and pool equipment building.

NOTE:

Internal Design coordination meetings will be held as needed with the Design Team during the Preliminary Schematic Design Phase.

Task 2.1 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of any Image Boards generated as general resource information.
- One (1) Digital PDF copy of reports as noted.
- One (1) Digital PDF copy of the Preliminary Schematic Design Submittal (plans, sections and elevations).

TASK 2.2 – OPINION OF PROBABLE CONSTRUCTION COST (OPCC)

Schematic Design OPCC:

Based on the preliminary Schematic Design plan, the CONSULTANT shall prepare and submit an Opinion of Probable Construction Cost (OPCC) reflective of the schematic level of the approved schematic plan. CONSULTANT's OPCC shall be based on the quantities indicated on the CONSULTANT's plans and on the unit prices current at the time of the probable cost opinion preparation. Quantities and available unit pricing included in the schematic design OPCC are preliminary and shall be subject to change due to significant fluctuations in the market and pricing changes beyond CONSULTANT'S control. OPCCs are intended for budget purposes only.

Task 2.2 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Opinion of Probable Construction Cost listing bid items, quantities, and estimated bid costs.

TASK 2.3 – SCHEMATIC DESIGN REVIEW MEETING

Schematic Design Review:

CONSULTANT will participate in one (01) schematic design review meeting with the CLIENT and other necessary stakeholders (facilitated by CLIENT) to review the Schematic Design and associated OPCC.

- Schematic Design Review Meeting – One (01) virtual meeting (three (3) hours maximum duration)

The following items shall be discussed during the Schematic Design document review:

- o Swimming pools and support functions
- o Building concepts and layouts
- o Building schematic elevations
- o Adjacencies and circulation
- o Traffic patterns (not to include a formal traffic study)
- o Activity program use of space and capabilities
- o Spectator facilities (if any)
- o Phasing of the project (if required)
- o Mechanical systems
- o Hydrostatic relief system

Notes will be taken by the CONSULTANT to record items discussed and decisions made during this meeting and provided to all attendees.

CLIENT comments provided for the 30% Schematic Design will be addressed by the CONSULTANT in the subsequent 60% Design Development submittal.

Task 2.3 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the review minutes.

PHASE 3 – DESIGN DEVELOPMENT

TASK 3.1 – DESIGN DEVELOPMENT (60% DRAWINGS)

Design Development (60%):

CONSULTANT shall prepare design development level documents that include design drawings, bid documents and technical specifications for the PROJECT.

The Design Development submittal milestone shall include the anticipated improvements identified in the PROJECT's Scope and Assumptions sections. Design for improvements shall follow current CLIENT standards.

CONSULTANT's Preliminary Design Development plans will contain plans and sections/elevations, showing critical dimensions and features for the following:

Task 3.1.1 – LA (Design Team Lead)

- Overall theming and branding
- Overall site plans
 - o Property boundary lines with dimensions and bearings
 - o Existing and proposed easements
 - o Adjacent parking and vehicular pavement
 - o Building footprints
 - o Pavilions and shade coverings
 - o Landscaping, including specific trees, shrubs, groundcovers and turf areas
 - o Irrigation, including equipment type and locations as well as mainline route
 - o Proposed and existing contour lines
 - o Dumpster enclosure
 - o Security fencing
 - o Pedestrian site lighting
 - o Monument signage
 - o Transformer(s)
 - o Air conditioning compressors
 - o Water service lines and meters
 - o Sanitary sewer service lines
- Pool and pool deck finishes
- Site amenities (fencing, seating, covered seating)
- Layout of site lighting – coordinate with Architect/MEP on pedestrian lighting locations and the selection of poles and fixtures and electrical details
- Layout of the pedestrian paving areas and pool deck
- Landscaping
- Point of connection and main line routing for the irrigation system

- Plans and elevations of the pavilions and covered seating areas
- Layout of the security fencing
- Coordinate grading plan with Civil
- Provide general resource information formatted as shown to the CLIENT in the following areas:
 - o Pool and pool deck finishes – Image Boards
 - o Lighting Fixtures – Image Boards
- Prepare outline specifications for items listed above

Task 3.1.2 – Civil

- This task will begin with the Client's approval of the 30% Schematic Design deliverable. The task includes the preparation of construction plans (60%) identified below and the submission to the Client for their review and comment.
- This task includes addressing the Client's comments from the Schematic Design (30% Drawings) submission.
 - o Cover sheet
 - o General notes
 - o Plat
 - o Existing conditions and tree survey
 - o Erosion and sedimentation control plan
 - o Site dimensional control plan
 - o Fire access plan
 - o Grading and drainage plan
 - o Paving plan
 - o Existing drainage area map
 - o Storm sewer plan, profiles, calculations, detention pond plan and profile and detention pond calculations
 - o Domestic and fire water plan and profile
 - o Wastewater plan and profile
 - o Erosion and sedimentation control details
 - o Site details
 - o Storm details
 - o Domestic and fire water details
 - o Wastewater details

Task 3.1.3 – Aquatics

- Conduct inter-disciplinary review and coordinate with other consultants of the client
- Finalize pool wall profile(s)
 - o Shapes and depths
- Define pool specialty and mechanical equipment
- Develop pool mechanical equipment layout
- Develop aquatic drawings
 - o Pool plans, sections, and details
 - o Pool structural design
 - o Preliminary pool piping plans, and piping details
 - o Pool mechanical plans, schedules, and details
- Develop preliminary utility requirement document for coordination
- Develop draft specifications
- Develop preliminary aquatic construction cost opinion

Task 3.1.4 – Architecture

- Overall site plan showing the planned improvements and their location (provided by HALFF)
- Aquatics layout plans and enlargements and engineering plans (provided by WTI)
 - o BRS will coordinate with WTI for building space requirements for all pool equipment and sanitation systems

- Architectural Plans:
 - o Bath house and concessions, administrative office, meeting space and lifeguard space, retractable pool enclosure and aquatic equipment building
 - o Interior and exterior materials palette
 - o MEP engineering associated with architectural elements (provided by HALFF)
 - o Structural engineering associated with architectural elements (provided by HALFF)
- Electrical/site lighting plans (provided by HALFF)
- Coordination of utility needs (water, sanitary sewer, storm) for the building(s)
- Theming and branding conceptual elements to the buildings
- Outline specifications for items listed above

Task 3.1.5 – MEP

- HVAC Plans
 - o Run HVAC calculations for pump rooms, for freeze protection
 - o Potential cooling unit or make-up air system for restroom/locker facilities
 - o Unit heaters for freeze protection in pool pump room and mechanical rooms
 - o General exhaust air systems for locker rooms, shower facilities, and pool chemical storage rooms.
 - o Fresh air and exhaust calculations
 - o IECC mechanical compliance certificate (ComCheck)
 - o Respond to local permit comments to facilitate permit process
 - o Building plumbing plans
 - o Building mechanical plans
- Plumbing Plans
 - o Natural gas piping if pool is to be heated, routing natural gas to pool heaters, including combustion air
 - o Coordinate natural gas service with local utilities
 - o New fixtures for restroom and shower area, domestic hot & cold piping, hot water return piping as required by code
 - o Domestic hot water heaters as required with hot water circulation pumps as required by codes
 - o Connect domestic cold water to swimming pool fill valves along with splash pad fill valves
 - o IECC plumbing compliance certificate (ComCheck where applicable)
 - o Respond to local permit comments to facilitate permit process
- Mechanical Plans
 - o Design of louvers on one of the fixed ends of retractable pool enclosure. Three (3) corrosion resistant sidewall axial ventilation fans mounted in the exterior wall of the building.
 - o Design of four (4) corrosion resistant gas radiant heaters mounted two at each fixed end of the retractable pool enclosure. Design includes combustion inlet air design and gas flue design piping (all corrosion resistant).
 - o Design of six (6) corrosion resistant adjustable axial jet fans mounted on ceiling of retractable pool enclosure. Three (3) mounted at each fixed end to circulate air through the enclosure when it is closed.
- Sprinkler System:
 - o Fire sprinkler zoning, performance notes & specifications
 - o For mechanical rooms and pump rooms or as specified by architect
 - o Fire protection zoning plans
- Electrical Power Plan
 - o Design of new electrical power distribution Systems as required
 - o Short circuit calculations
 - o Coordinate with local utility company for power feed, meter, and transformer
 - o Design of power for pool and splash pad systems & pumping equipment

- o Design of power for pool underwater lighting (as required)
- o Design of power for exhaust fans and other HVAC equipment
- o Design of power for plumbing equipment (where required)
- o Design of power to all mechanical equipment listed within the retractable pool enclosure
- Electrical Lighting Plan
 - o Parking lot photometric calculations and pole lighting
 - o Pool deck pole photometric calculations and pole lighting
 - o Potential power to pole mounted light fixtures around pool, calculating photometrics for the inside of the retractable pool enclosure when it is closed at night. Design of a lighting system inside the retractable pool enclosure
 - o Lighting controls as required per local codes
 - o Photometric design based on IESNA (interior and exterior) for this type of building and site
 - o Interior lighting design for restroom/locker room building as well as mechanical buildings
 - o Signage & monument signage power at street
 - o IECC lighting compliance certificate (ComCheck)
- Outline specifications for items listed above

Task 3.1.6 – STRUCTURAL

- Prepare 60% design development drawings for the amenity center and pool equipment building including:
 - o Preliminary foundation plan for each building
 - o Roof framing plan for each building
 - o Preliminary foundation plan and technical details for the retractable pool enclosure

Task 3.1 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Design Development Submittal (Design Development plans, sections and elevations)*
- *One (1) Digital PDF copy of the outline specifications*
- *One (1) Digital PDF copy of all meeting notes*

TASK 3.2 – DESIGN DEVELOPMENT REVIEW

Design Development Review:

After the submittal milestone has been delivered to the CLIENT, CONSULTANT will schedule and conduct Drawing Deliverable Review/Comment Resolution Meeting with the CLIENT to discuss submittal review comments related to the PROJECT. Meeting objectives will include design feedback, comment review discussions, and description of subsequent submittal deliverables per the Scope of Work, with general questions and answers. Notes may be taken by the CONSULTANT at these meetings to document items discussed and decisions made.

CLIENT comments provided for the 60% Design Development Plans will be addressed by the CONSULTANT in the subsequent 90% Construction Document submittal.

- *Design Development Review Meeting – One (1) virtual meeting (three (3) hours maximum duration)*

Task 3.2 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the review minutes.*

TASK 3.3 – PRE-DEVELOPMENT MEETING 2

Design Development Site Plan Review:

- Prepare a Preliminary Site Plan to be submitted for informal MEP/Civil/Structural review by the Planning Department.
- Participate in a Preliminary Site Plan Development review meeting.
- *Pre-Development Review Meeting – One (1) virtual meeting (one (1) hour maximum duration)*

Task 3.3 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Development review meeting minutes.
- One (1) Digital PDF copy of the Preliminary Site Plan.

PHASE 4 – CONSTRUCTION DOCUMENTS

TASK 4.1 – 90% CONSTRUCTION DOCUMENTS and 100 % BID PACKAGE

Construction Document Preparation:

CONSULTANT shall prepare construction documents that include design drawings, bid documents and technical specifications for the PROJECT.

The 90%, and 100% submittal milestones shall include the anticipated improvements identified in the PROJECT's Scope and Assumptions sections. Design for improvements shall include the layout of proposed improvements to demonstrate compliance with applicable Federal, State, and local/stakeholder rules, regulations, and codes.

The CONSULTANT will identify any locations where exceptions to the established design standards may be necessary.

Construction Document Coordination:

A design coordination call will be held on a weekly basis with the Design Team during the Construction Document Phase.

90% Construction Documents and 100% Bid Package Submittal Milestone Preparation:

CONSULTANT shall prepare both the 90% Construction Documents and 100% Bid Package submittal milestones. 90% Construction Documents and 100% Bid Package plans shall be on a 24"x36" sheet size, formatted with black and white line work with a scale appropriate to illustrate the proposed improvements.

CONSULTANT's 90% Construction Documents and 100% Bid Package plans will contain plans and sections/elevations, showing critical dimensions and features for the following:

Task 4.1.1 – LA (Design Team Lead)

- Overall Theming and Branding
- Preparation of Existing Conditions and Removal Plan
 - Property boundary lines with dimensions and bearings
 - Existing easements
- Overall Site Plans
 - Proposed easements
 - Adjacent parking and vehicular pavement

- o Building footprints
- o Pavilions and shade coverings
- o Landscaping
- o Irrigation
- o Proposed and existing contour lines
- o Dumpster enclosure
- o Security fencing
- o Pedestrian site lighting
- o Monument signage
- o Transformer(s)
- o Air conditioning compressors
- o Water service lines and meters
- o Sanitary sewer service lines
- Preparation of a Construction Layout Plan for all “hardscape” improvements such as fencing, vehicular and pedestrian paving, steps and ramps, monument signage, dumpster enclosures, and site amenities such as trash receptacles, benches, bike racks and flagpoles
- Preparation of a Construction Layout Plan for pool deck finishes
- Layout of the site lighting. Coordinate with the Architect/MEP on pedestrian lighting locations and the selection of poles and fixtures and electrical details.
- Layout of the pedestrian paving areas and pool deck
- Preparation of a Planting Plan that includes size, quantity and plant locations for each plant type. Accompanying the Planting Plan will be planting details
- Preparation of an Irrigation Plan and Details
- Preparation of “hardscape” related construction details (fencing, steps and ramps, monument signage, vehicular and pedestrian paving, site amenities, dumpster enclosure, pavilions, shade shelters).
- Coordinate grading plan with Civil
- Provide general resource information to the CLIENT in the following areas:
 - o Pool and pool deck finishes
 - o Lighting
- Technical specifications and bidding documents for items listed above

Task 4.1.2 – Civil

- This task will begin with the Client’s approval of the 60% Design Development deliverable. This task includes the further refinement of the Design Development (60% Drawings) documents and the submission to the Client for their review and comment.
- This task includes addressing the Client’s comments from the Design Development (60% Drawings) submission.

Task 4.1.3 – Aquatics

- Finalize Coordination with other Consultants of the Client
- Finalize Utility Requirements
- Finalize and Assemble Pool and Pool Mechanical Aquatic Drawings
 - o Pool Plan, Sections, and Details
 - o Pool Equipment and Finish Schedules
 - o Pool Mechanical Plans, Schedules, and Details
 - o Pool Piping Plans, Schedules, and Details
 - o Pool Structural Design
 - o Pool Mechanical Design
 - o Pool Mechanical Schematics
- Finalize Specifications
- Perform Internal Quality Assurance Procedure
- Complete draft Swimming Pool permit applications with project specific information for local jurisdiction.
 - o Client is responsible for completion, review, and submittal of final application(s).

Task 4.1.4 – Architecture

- Architectural Plans:
 - o Bath House and Concessions, Administrative Office, Meeting Room and Lifeguard Space, Retractable Pool Enclosure and Aquatic Equipment Building
 - o Architectural Details
 - o MEP engineering associated with architectural elements (provided by HALFF)
 - o Structural engineering associated with architectural elements (provided by HALFF)
 - o Electrical/site lighting plans (provided by HALFF)
- Coordination of final utility needs (water, sanitary sewer, storm) for the building(s)
- Theming and Branding Details applied to the building design. Theming to be led by HALFF and coordinated with BRS
- Provide Technical Specification Sections related to the building scopes of work at the DD and CD phase milestones. Building consultants to provide their respective specification sections. Assemble technical specifications for the work included in the construction documents. The specifications will be incorporated into the project manual. General Conditions to be provided by CLIENT.

Task 4.1.5 – MEP

- This task will begin with the Client's approval of the 60% Design Development deliverable. This task includes the further refinement of the Design Development (60% Drawings) documents and the submission of 90% and 100% plans to the Client for their review and comment.
- This task includes addressing the Client's comments from the Design Development (60% Drawings) submission.

Task 4.1.6 – STRUCTURAL

- Prepare 90% and 100% construction drawings including the following scope items:
 - o Amenity center, including foundation plan, roof framing plan, foundation details, structural wall and framing details.
 - o Pool equipment building, including foundation plan, roof framing plan, foundation details, structural wall and framing details.
 - o Retractable pool enclosure plans will include foundation plan and details.
 - o Miscellaneous foundation details for shade structures, light poles and (1) monument sign. Miscellaneous foundations shall be located and referenced on the appropriate landscape or civil sheets.

CONSULTANT shall, at the request of the CLIENT, transmit electronic copies of CONSULTANT work product components including data, photos, images, text, designs, and cost opinions for project-related use by CLIENT including project budgeting and project coordination/communication.

CONSULTANT's 100% Bid Package shall include the sealed and signed construction documents, signed and sealed specifications, and the bid information. CONSULTANT shall incorporate any remaining, CLIENT, and/or stakeholder comments from the 90% Construction Documents review period before the final submittal of the 100% Bid Package.

Task 4.1 Deliverables:

Deliverables provided by the CONSULTANT at each submittal milestone shall include the following:

- One (1) Digital PDF copy of the Com Check Compliance Envelope document.
- One (1) Digital PDF copy of the 90% Construction Documents and Project Manual.

- *One (1) Digital PDF copy of the signed and sealed 100% construction documents by all required licensed professionals*

TASK 4.2 – 90% CONSTRUCTION DOCUMENT REVIEW

90% Construction Documents Review:

After the submittal milestone has been delivered to the CLIENT, CONSULTANT will schedule and conduct Drawing Deliverable Review/Comment Resolution Meeting with the CLIENT to discuss submittal review comments related to the PROJECT. Meeting objectives will include design feedback, comment review discussions, and description of subsequent submittal deliverables per the Scope of Work, with general questions and answers. Notes may be taken by the CONSULTANT at these meetings to document items discussed and decisions made.

CLIENT comments provided for the 90% Construction Document Plans will be addressed by the CONSULTANT in the subsequent 100% Bid Package submittal.

- *90% Construction Document Review Meeting – One (1) virtual meeting (three (3) hours maximum duration)*

Task 4.2 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the review minutes.*

TASK 4.3 – PERMIT REVIEW

Permit Review:

Construction drawings will be submitted for engineering and building permit review upon completion of construction documents.

- Prepare a Final Site Plan for submittal to the Planning Department.
 - Prepare and submit a Landscape Plan to the Planning Department.
 - Prepare and submit a Tree Survey and Tree Preservation Plan to the Planning Department (if needed).
 - Participate in a Final Site Plan development review meeting.
 - Complete applications for Building Permit. The actual permit will be the responsibility of the CMAR.
 - Meeting notes will be prepared to record items discussed and decisions made during the Final Site Plan development review meeting.
- *Permit Review Meeting – One (1) virtual meeting (one (1) hour maximum duration)*

Task 4.3 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Permit review meeting minutes.*
- *One (1) Digital PDF copy of the Site Plan.*

PHASE 5 – CONSTRUCTION ADMINISTRATION

TASK 5.1 – BIDDING SERVICES

Bid Distribution:

The CONSTRUCTION MANAGER AT RISK (CMAR) will be responsible for distribution of construction documents and specifications to all prospective bidders.

Pre-Bid Conference:

The CMAR shall be responsible for scheduling and facilitating the pre-bid conference. CONSULTANT may attend one (1) pre-bid conference to assist the CLIENT and the CMAR with describing the project design to prospective bidders. Notes may be taken by the CONSULTANT to record items discussed and decisions made during the pre-bid conference.

- *Pre-Bid Conference – One (1) virtual meeting (one (1) hour maximum duration)*

Bid Process Coordination:

CONSULTANT will assist the CMAR during the bidding process by addressing technical questions and bidder inquiries. CONSULTANT will prepare addenda for issuance to bidders. Addendum items that will alter the probable cost of the project must be approved by CLIENT and the CMAR. These design changes will be considered additional services in which additional compensation will be due to CONSULTANT and will be billed as hourly. Addendums will be added to the construction documents, and the construction documents reissued as "ISSUED FOR CONSTRUCTION" documents at the end of the bidding period.

Bid Opening and Award Recommendation:

If requested by the CLIENT and the CMAR, CONSULTANT will attend the bid opening. After the bid opening, CONSULTANT will review the bid results, contact references, prepare a bid tabulation, and provide an award recommendation to the CLIENT and the CMAR.

- *Bid Opening Meeting – One (1) in-person meeting (one (1) hour maximum duration not including travel time)*

Task 5.1 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Pre-Bid Conference minutes.*
- *One (1) Digital PDF copy of Addenda's.*
- *One (1) Digital PDF copy of the bid tabulation and award recommendation.*
- *One (1) Digital PDF copy of the "Issued for Construction" Documents*

TASK 5.2 – CONSTRUCTION PHASE SERVICES

Pre-Construction Conference:

The CMAR shall be responsible for the scheduling and facilitating the pre-construction conference. CONSULTANT will participate in one (1) pre-construction conference and assist the CLIENT and the CMAR in outlining the project design, lines of communication, description of procedures, etc. Notes may be taken by the CONSULTANT to document items discussed during this conference and will be distributed to the CLIENT and the CMAR.

- *Pre-Construction Conference – One (1) virtual meeting (two (2) hour maximum duration)*

RFI, Submittal, and Shop Drawing Review:

CONSULTANT will review and provide responses to the CMAR RFI's, Submittals, Shop Drawings, Substitution Requests, Schedule Reports, and Pay Application Requests on an hourly not-to-exceed basis as shown in the Basis of Compensation. CONSULTANT responses will be written and/or graphical, including, but not limited to, Exhibits, Details, Memorandums, Addenda, Architect's Supplemental Information (ASI), Change Proposals, Change Order Review, Mock-up and Sample Reviews, change orders or construction change directives, etc., if there is no impact to project budget or schedule. Any work associated with RFIs, Submittals, Change Orders, and Shop Drawings that results in design modification differing from the 100% Bid Package must be approved by the CLIENT and the CMAR prior to proceeding. If technical modifications altering the PROJECT, including design elements, appurtenances, and/or modifications outside the Scope of Services described in the 100% Bid Package above are required as part of the request(s), CONSULTANT shall notify CLIENT and the CMAR to request additional compensation, and revise the previously approved schedule accordingly.

OAC Meetings:

CONSULTANT will participate in bi-weekly Owner/Architect/CMAR (OAC) meetings to facilitate effective communication and collaboration among the Owner (CLIENT), Architect (CONSULTANT), and CMAR. The CLIENT, CONSULTANT, and CMAR will provide updates on the status of the project. All parties will discuss any design, construction, or coordination issues and develop strategies to address them. CONSULTANT will assist with awareness of responsibilities and upcoming tasks, coordinating efforts to meet project milestones and deadlines. All parties shall identify potential risks to the project and discuss mitigation strategies. The meeting shall serve as a forum for making key project decisions and obtaining necessary approvals from the CLIENT. The CLIENT will be responsible for providing updates on budget, approvals, and key decisions. The CONSULTANT will be responsible for addressing design-related issues.

- *OAC Meetings – Fourteen (14) virtual OAC meetings (one (1) hour maximum duration).*

Construction Coordination and Site Observation Meetings:

The CONSULTANT will visit the PROJECT construction site to observe the progress and quality of the Work completed by the CMAR. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the CMAR's work. Observations are to allow the CONSULTANT, or its assigns, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Site visit reports will be prepared by the CONSULTANT to document existing conditions, installed items, construction progress, and items discussed during these site observation meetings. Digital PDF copies of the site visit reports will be distributed to the CLIENT and the CMAR within no more than five (05) days of the site visit.

CONSULTANT will participate in no more than five (5) on-site meetings during the construction period. Additional meetings may be requested by the CLIENT and the CMAR, but will be considered additional services invoiced hourly.

- *Construction Coordination and Site Observations – Five (5) in-person meetings (two (2) hour maximum duration on site not including travel time).*

CONSULTANT shall promptly notify the CLIENT and the CMAR of any emergency conditions or notable occurrences observed while conducting the site observation visits. CONSULTANT shall not be responsible for any acts or omissions of the CMAR, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. CONSULTANT does not guarantee the

performance of the CMAR and shall not be responsible for the CMAR's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

Preliminary Punch List (Pre-Final Walkthrough):

CONSULTANT will conduct one (1) pre-final walkthrough with the CLIENT and the CMAR to check conformance of the Work with the Contract Documents and to verify the accuracy and completeness of the Work. This will constitute substantial completion. The CONSULTANT will prepare one (1) preliminary punch list that summarizes discrepancies in the conformance of the work giving a description of the discrepancy, photographic evidence, and geographical description of the discrepancy location.

- *Pre-Final Walkthrough Meeting – One (1) in-person meeting (two (2) hour maximum duration on site not including travel time)*

Final Punch List (Final Walkthrough):

Once discrepancies identified in the preliminary punch list, are corrected, CONSULTANT will conduct one (1) final walkthrough with the CLIENT and the CMAR to confirm discrepancies were corrected. If needed, the CONSULTANT will prepare one (1) additional punch list that summarizes discrepancies in the conformance of the Work giving a description of the discrepancy, photographic evidence, and geographical description of the discrepancy location. CONSULTANT shall notify CLIENT and CMAR, and request additional compensation if additional Punch Lists/walkthroughs are necessary.

- *Final Walkthrough Meeting – One (1) in-person meeting (two (2) hour maximum duration on site not including travel time)*

Record Drawings:

CONSULTANT shall not be responsible for the preparation of Record Drawings for the PROJECT and does not guarantee the accuracy of these documents. Based on final acceptance from the CLIENT, the CMAR shall be responsible for preparing and delivering a digital PDF copy of a final set of Record Drawings for the PROJECT, including all incorporated written and/or physical changes resulting from the Construction Administration effort.

Project Close Out:

CONSULTANT to assist CLIENT in acquiring final close-out documents, warranties, accurate as-built drawings and other documents from the CMAR required to close-out project. Review and approve the CMAR's final Application and Certification for Payment including retainage. Documents will include:

- *CMAR's red lines and as-built notes*
- *Warranty information*
- *Material Safety Data Sheet (MSDS)*
- *Operating Manuals*
- *Start up and testing reports*
- *Review of As-Built Drawings completed by the CMAR to verify all field changes have been adequately documented.*

Maintenance Hand-off (Walkthrough):

CONSULTANT will conduct one (1) walkthrough with the CLIENT and Installation / Maintaining Contractor(s) to confirm that maintenance has been provided as outlined in the contract documents, verify plant health, irrigation functionality, and to exchange maintenance information such as but not limited to: list of maintenance provided and routine schedules (i.e. watering, fertilizing, mowing). The CONSULTANT will prepare one (1) memo that summarizes discrepancies to the conformance of the work giving description of the discrepancy, photo, and geographical description of the discrepancy location. CONSULTANT will notify the CLIENT and request additional compensation if additional walkthroughs are necessary.

- *Maintenance Hand-off Walkthrough Meeting – One (1) in-person meeting (two (2) hour maximum duration on site not including travel time)*

Task 5.2 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Pre-Construction Conference minutes.*
- *One (1) Digital PDF copy of the shop drawing and submittal reviews.*
- *One (1) Digital PDF copy of the RFI responses individually at time of review.*
- *Fourteen (14) Digital PDF copies of the OAC meeting minutes.*
- *Five (5) Digital PDF copies of the Construction Coordination and Site Observation meeting minutes.*
- *One (1) Digital PDF Copy of the preliminary punch list.*
- *One (1) Digital PDF copy of the final punch list.*
- *One (1) Digital PDF copy of the Final-Completion and Acceptance letter to CLIENT recommending acceptance of the final project.*
- *One (1) Hard copy of each of the Project Close Out documents noted above.*
- *One (1) Digital PDF copy of the Maintenance Hand-Off memo.*

BASIS OF COMPENSATION

LOCKHART AQUATIC FACILITY

The basis of compensation for the services below shall be as follows:

A. PHASE 1 – DESIGN SUPPORT SERVICES

(Lump Sum)

Task 1.1 – Project Management and Communication.....	\$32,210.00
Task 1.2 – Project Meetings	\$8,635.00
Task 1.3 – Code and Ordinance Review.....	\$3,520.00
Task 1.4 – Geotechnical Report	\$11,210.00
Task 1.5 – Design Survey	\$16,500.00
Task 1.6 – Environmental (If Required).....	\$13,500.00
Task 1.7 – Proforma and Operational Planning	\$15,400.00
Task 1.8 – Funding Resources.....	\$3,070.00
Task 1.9 – Quality Assurance/Quality Control.....	\$8,800.00
Task 1.10 – State Accessibility Plan Review	\$1,100.00
Task 1.11 – Pre-Development Meeting 1	\$935.00
Task 1.12 – Programming Meeting	\$935.00

PHASE 1 TOTAL (Tasks 1.1 – 1.12)	\$115,815.00
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B. PHASE 2 – SCHEMATIC DESIGN

(Lump Sum)

Task 2.1 – SCHEMATIC DESIGN (30%).....	\$250,900.00
Task 2.2 – Opinion Of Probable Construction Cost (OPCC)	\$2,840.00
Task 2.3 – Schematic Design Review	\$1,320.00

PHASE 2 TOTAL (Tasks 2.1 – 2.3)	\$255,060.00
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C. PHASE 3 – DESIGN DEVELOPMENT

(Lump Sum)

Task 3.1 – Design Development (60%)	\$392,825.00
Task 3.2 – Design Development Review	\$1,320.00
Task 3.3 – Pre-Development Meeting 2	\$550.00

PHASE 3 TOTAL (Tasks 3.1 – 3.3)	\$394,695.00
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D. PHASE 4 – CONSTRUCTION DOCUMENTS

(Lump Sum)

Task 4.1 – 90% Construction Documents and 100% Bid Package	\$417,810.00
Task 4.2 – 90% Construction Document Review	\$1,320.00
Task 4.3 – Permit Review.....	\$385.00

PHASE 4 TOTAL (Tasks 4.1 – 4.3)	\$419,515.00
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Total Lump Sum Fee	\$1,185,085.00
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END LUMP SUM SERVICES

The following Construction Administration Services are to be provided on an hourly basis. The Tasks below were used to develop an estimated budget; however, consultants will bill at an hourly rate not to exceed this budget without prior written authorization.

E. PHASE 5 – CONSTRUCTION ADMINISTRATION

(All Bidding and CA services to be billed hourly. The following fees are estimates only.)

Task 5.1 – Bidding Services \$13,775.00
Task 5.2 – Construction Phase Services..... \$307,470.00

PHASE 5 TOTAL (Tasks 5.1-5.2) \$321,245.00

Total Estimated Hourly Fee \$321,245.00

END HOURLY SERVICES

TOTAL FEES:

Total Lump Sum Fee..... \$1,185,085.00
Total Estimated Hourly Fee \$321,245.00
**Direct Costs (Estimated Reimbursable Expenses) \$34,160.00
Total Fee..... \$1,540,490.00

EXCLUSIONS / AVAILABLE ADDITIONAL SERVICES

The following services are not included in the scope or fees for this proposal; but can be provided by CONSULTANT, subject to negotiation:

GENERAL:

1. Any additional work not specifically included in the Proposed Scope of Services can be accomplished as Additional Services with additional compensation.
2. Client generated changes to the design once Construction Document Preparation has reached the 60% level of completion. Time will be invoiced at an hourly rate, per a proposal approved by the CLIENT, until the work is at the same level of completion as it was prior to the change.
3. The development of amenities in addition to the proposed Scope of Work is excluded.
4. Revisions to the plans requested by the CLIENT after the plans are approved, unless necessitated by negligent errors on the plans.
5. Design of areas outside the limits of the defined project site.
6. Design and coordination of existing utility relocations and modifications, including gas, telephone, or other franchise utility improvements.
7. Additional graphic products.
8. Additional meetings not identified in the project scope of services.
9. Printing of additional drawings, specifications and contract documents not identified in the project deliverables.
10. The development design alternatives, or preparation of a feasibility studies are excluded.
11. Negotiations with adjacent property owners.
12. Separation of project documents into multiple submittals or tasks.
13. Market analysis or benchmarking
14. Proforma and Operational Plan

ARCHITECTURE:

15. Community Engagement surveys
16. Market Analysis or benchmarking
17. Proforma and Operational Plan
18. Record Documents. Available upon request for additional services
19. Base information – AutoCAD/Revit base files indicating property lines, building footprints, plans, elevations, sections and details of proposed buildings and any other architectural feature, curbs, setbacks, existing and proposed utilities, and improvements. BRS assumes that either CONSULTANT will prepare and furnish these base files or contract with an outside professional organization as needed for this Scope of Work.

MEP:

20. Design services due to a change in Scope of Basic Services.
21. Design of bid alternates requested by the CLIENT or Architect (not specifically identified at the beginning of the project).
22. Design services due to Change Orders requested by the CLIENT or Architect.
23. Should preparation of Value Engineering, Change Orders or Construction Change Directives require extensive evaluation of CMAR proposals and/or revisions or additions to the Construction Documents not occasioned by an error or omission of the Engineer, such services shall be provided by the Engineer as a Change in Services, in accordance with the Architect-Engineer Agreement.
24. Should the Engineer be required to make more than one (1) inspection for Substantial Completion and/or more than one (1) inspection for Final Completion, such services shall be

- provided by the Engineer as a Change in Services, in accordance with the Architect-Engineer.
25. Design of overflow scuppers and/or roofing slope design.
 26. Engineering studies of alternative systems and equipment locations.
 27. Energy studies.
 28. Economic analysis.
 29. Design of decorative lighting.
 30. International Energy Conservation Code building envelope compliance check and lighting compliance checks for fixturing selected or designed by others.
 31. Record drawing generation from CMAR's red-lines.
 32. Modification to the MEP design systems due to change in building code or CLIENT's design guide during the design or construction phase.
 33. Value engineering design services after approval of the Design Development submission.
 34. Design of communications and security systems.

CIVIL:

35. Zoning application preparation.
36. Offsite utility or drainage plans.
37. Fiber Optic, or CATV design and coordination.
38. FEMA floodplain permitting or any flood studies.
39. Preparation of easements or dedication exhibits.
40. Filing fees, permit fees and sales tax.
41. Traffic engineering report or studies, Traffic Impact Analysis (TIA).
42. Design for relocation or adjustment of existing improvements or infrastructure.
43. Subsurface Utility Engineering.
44. SWPPP
45. Construction Inspections.
46. Construction Stakeout.
47. The Design Professional shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Design Professional, increase the Design Professional's risk or the availability or cost of his or her professional or general liability insurance.
48. This proposal includes the design of on-site facilities only. Design of any off-site utility or drainage facility extensions which may be required to serve the property are not included.

CONSTRUCTION ADMINISTRATION:

49. Construction staking.
50. Value Engineering Services are excluded.
51. Construction Administration Services beyond the scope of services described above is excluded.

ENVIRONMENTAL:

52. Right-of-entry coordination. It is assumed that the client will provide right-of-entry to the site(s) at notice to proceed.
53. Preparation of a jurisdictional determination request, nationwide permit PCN application, or an individual permit application.
54. Threatened & endangered species presence/absence surveys or formal coordination with TPWD or USFWS.
55. Preparation of an Antiquities Permit Application and scope of work, completion of archeological

surveys, including shovel testing and mechanical trenching, preparation of an archeological survey report, and curation.

- 56. Historical resources surveys (e.g., an architectural assessment) and NRHP/SAL eligibility assessment of historic-age structures/features identified within the study area and adjacent properties.
- 57. The documentation, removal, or repatriation of human burials encountered within the study area.

HYDROLOGIC/HYDRAULIC (H&H):

- 58. Hydrologic/hydraulic (H&H) services are excluded.

IRRIGATION:

- 59. Revisions to irrigation plans caused by CLIENT changes to landscape and/or hardscape plans after 90% submittal is excluded.

PERMITTING:

- 60. Payment of any fees including but not limited to permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.

PUBLIC ENGAGEMENT:

- 61. Public Engagement, such as public meetings or hearings, is excluded.
- 62. Communication with adjacent property owners, impacted stakeholders, and agencies are excluded.

STRUCTURAL:

- 63. Design and detailing of retaining walls.
- 64. Design and detailing of shade structures.
- 65. Design and detailing of any additional structures not listed above.
- 66. Changing the structural building materials (e.g. changing from a concrete masonry building to a light-gage, cold-formed steel building).
- 67. Structural design changes or structural redesign after the 60% client comments.
- 68. Design and detailing of foundations for any additional structures not listed above.
- 69. Value engineering design and consultation.
- 70. Structural support during permitting and bidding.
- 71. Structural site visits. If structural site visits are required during construction, CONSULTANT recommends performing this work through a time and materials contract.

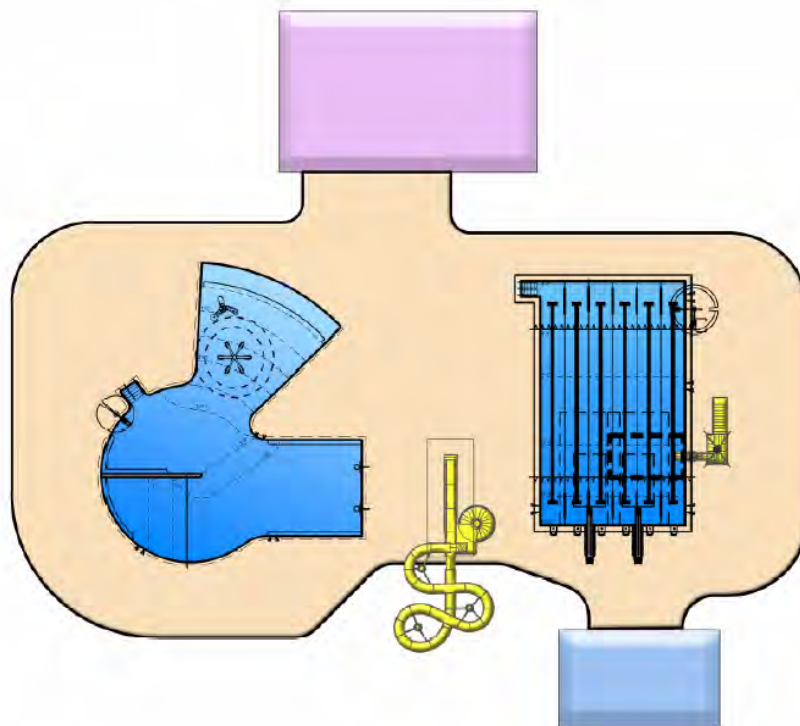
SURVEY:

- 72. Additional Survey Services for the Preparation of Easement or Right-of-Way Exhibits are excluded.
- 73. Field survey of area outside the identified project area is excluded.
- 74. Geospatial Survey Services are excluded.
- 75. Right of Entry preparation and coordination is excluded.
- 76. Boundary Research and Boundary Resolution Services are excluded.

UTILITIES:

- 77. Design of utilities outside of project limits is excluded.

PROJECT LOCATION AND APPROVED CONCEPT PLAN



PROJECT SCHEDULE

Preliminary project schedule is shown below and is anticipated to be approximately 14 months. Project schedule is subject to modifications due to delays, agency review turnaround time, etc. Modifications to this schedule will be communicated with the CLIENT as the project progresses. CONSULTANT is prepared to begin immediately upon receipt of an executed copy of this proposal.

- Programming and Concept Refinement – three (3) to four (4) weeks.
- Schematic Design services – four (4) to six (6) weeks.
- Design Development services – eight (8) to ten (10) weeks.
- Construction document services – seven (7) to nine (9) weeks.
- Construction phase services – anticipate seven (7) to nine (9) months.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 20, 2025

AGENDA ITEM CAPTION: Discussion and/or action authorizing Resolution 2025-17: (1) determining that a public necessity exists for the acquisition of permanent utility easements located on approximately eight (8) separate tracts of real property which are required for the construction of the Lockhart Square Utility Project to relocate existing electric utility infrastructure; (2) authorizing the City Manager to make offers for the acquisition of easements required for said Project and to expend an aggregate amount not to exceed \$260,000.00 to acquire said easements; (3) establishing certain procedures for acquisition; and (4) authorizing the City Manager to execute any documents in connection therewith.

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Brad Bullock

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The City's existing electric utility infrastructure located on the southern block of the downtown Lockhart Square currently provides power to approximately ten properties and their respective commercial and residential uses. A portion of the existing line, because of its location within the property lines of an active mixed-use infill development project, requires the removal of an existing utility pole and the subsequent installation of three new utility poles and all necessary appurtenances (transformers, wires, service lines, etc) to maintain electric service to existing customers and provide electric service to the new mixed-use project.

The seven utility easements identified during preliminary design of the electric utility relocation project involve approximately eight parcels for an estimated cumulative acquisition cost of \$260,000.00. Further, the acquisition of these permanent utility easements will permit the City access to maintain, operate, and replace existing and new electric, water, sewer, and/or drainage lines and facilities and other utilities, including but not limited to, telecommunication facilities, in the easement area.

This resolution would authorize the City Manager to pay just compensation to each Owner for the acquisition of an easement. The resolution establishes and defines "just compensation" to be an amount not to exceed the "Total Appraised Compensation" plus incremental amounts above the Total Appraised Compensation, as necessitated by the circumstances of each tract, for the acquisition of the easements from each Owner. If compensation for a single easement exceeds the City Manager's purchasing authority, then the acquisition of said easement will be brought back to City Council for separate approval. If an agreement cannot be reached on the acquisition of an easement, a request to initiate condemnation proceedings will be presented to the City Council.

PROJECT SCHEDULE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Resolution 2025 -17

RESOLUTION NO. 2025-17

A RESOLUTION BY THE CITY OF LOCKHART, TEXAS DETERMINING THAT A PUBLIC NECESSITY EXISTS TO ACQUIRE SEVEN UTILITY EASEMENTS FOR THE LOCKHART SQUARE PROJECT; AUTHORIZING THE CITY MANAGER TO MAKE OFFERS TO ACQUIRE THE EASEMENTS; ESTABLISHING CERTAIN PROCEDURES FOR ACQUISITION; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart, Texas (“City”) desires to acquire necessary utility easements to relocate public utilities in the Lockhart Square (“the Project”); and

WHEREAS, the needed improvements referenced above will require the City to purchase permanent utility easements.

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

1. The City Council of the City of Lockhart, Texas, hereby officially determines that there is a public necessity for, and the public welfare and convenience will be served by, the acquisition of permanent utility easements on approximately eight (8) separate tracts of real property which are required to (a) construct, reconstruct, and perpetually maintain, repair and operate electricity, water, sewer, and/or drainage lines and facilities and other utilities, including but not limited to, telecommunication facilities with all necessary appurtenances thereto, together with the right to make connections and such other construction and improvements incidental to the construction, maintenance, operation and repair of such lines, and (b) together with the right to use roads, driveways, and access ways and the right of ingress and egress at all times across the Easement Property; and

2. That the City Manager is authorized to make offers for the acquisition of the necessary easements in an aggregate amount not to exceed \$260,000 for the acquisition of the easements and to establish certain procedures for acquisition of these necessary easements.

3, That the City Council of the City of Lockhart, Texas, hereby establishes and defines “just compensation” to be an amount not to exceed the “Total Appraised Compensation” plus incremental amounts above the Total Appraised Compensation, as necessitated by the circumstances of each tract, for the acquisition of the easements from each Owner.

4. That the City Manager, or a person(s) acting on his behalf, is hereby authorized to pay just compensation to each Owner for the acquisition of an easement, all as described above, and to negotiate with each Owner on behalf of the City of Lockhart, for the Project.

5. That the City Manager may execute any documents in connection therewith, required to acquire a specific easement at just compensation.

6. That the City Manager shall submit to the City Council for approval of any easement for which the purchase amount exceeds the City Manager's purchasing authority.

7. That prior to initiating condemnation proceedings on any tract, the City Manager shall present to the City Council specific information regarding the tract, the appraised value, and the offer made to the owner and obtain authorization from the City Council to initiate condemnation proceedings.

8. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Signed this _____ day of _____, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 20, 2025

AGENDA ITEM CAPTION:

Discussion and/or action authorizing Resolution 2025-18 finding that five utility easements located on properties addressed as 215 S Commerce Street, 111 E Prairie Street, 110 E Market Street, 112 Market Street, 114 E Market Street, and 116 E Market Street, Lockhart, Caldwell County, Texas are necessary for the construction of the Lockhart Square Utility Project to relocate existing electric utility infrastructure and authorizing the use of eminent domain to condemn the easement interests pursuant to Government Code § 2206.053.

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Brad Bullock

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The City has completed the design phase for the Lockhart Square Utility Project. The project's design requires permanent utility easements from seven private property owners. Contract Land Staff (CLS) is the right of way services company assisting with this project. Appraisals for the easements have been conducted and offers have been made to each owner based on the appraisal report for each property. The City has reached agreements to acquire permanent utility easements from two property owners through purchase. Staff and CLS continue to negotiate with the remaining owners. The City has not been able to reach an agreement with five property owners for the remaining easement interests. Therefore, the City believes it is prudent to authorize the use of eminent domain for the easements located on the following properties:

1. 215 S COMMERCE ST/111 E PRAIRIE LEA ST, Lockhart, Texas, Caldwell County Tax Appraisal ID Nos. 45506 & 45508: A permanent utility easement, being a 0.023-acre tract of land, situated in the City of Lockhart, Caldwell County, Texas, being part of Lot 3 and Lot 5, Jack Pearce Subdivision, recorded in Cabinet B, Slide 31 of the Plat Records of Caldwell County, Texas, conveyed to Cynthia Alvares by Agreed Final Decree of Divorce recorded in Document No. 2017-005889 of the Official Public Records of Caldwell County, Texas (Exhibit A). Just compensation was determined by appraisal and the City, through CLS, made an initial offer on April 2, 2025, for the appraised amount. CLS was able to contact the property owner to discuss the offer. The property owner did not accept the initial offer and provided a counteroffer. However, despite good faith negotiations, an agreement could not be reached. A final offer was made on May 8th, 2025.
2. 110 E MARKET ST, Lockhart, Texas, Caldwell County Tax Appraisal ID No. 16886: A permanent utility easement, being a 0.013-acre tract of land, situated in the City of Lockhart, Caldwell County, Texas, being part of Lot 2, Block 13 of the Original Town of Lockhart, conveyed to 110 Market, LLC by Deed recorded in Document No. 2017-006076 of the Official Public Records of Caldwell County, Texas (Exhibit B). Just compensation was determined by appraisal and the City, through CLS, made an initial offer on April 1st, 2025 for the appraised

City of Lockhart, Texas

Council Agenda Item Cover Sheet

amount. CLS was able to contact the property owner to discuss the offer. The property owner did not accept the initial offer nor provide a counteroffer. However, despite good faith negotiations, an agreement could not be reached. A final offer was made on May 8th, 2025.

3. 112 MARKET ST, Lockhart, Texas, Caldwell County Tax Appraisal ID No. 16885: A permanent utility easement, being a 0.012-acre tract of land, situated in the City of Lockhart, Caldwell County, Texas, being out of that part of Lot 2, in Block 13 of the Original Town of Lockhart, conveyed to Patrick Davis by Deed recorded in Document No. 2018-000182 of the Official Public Records of Caldwell County, Texas (Exhibit C). Just compensation was determined by appraisal and the City, through CLS, made an initial offer on April 2, 2025, for the appraised amount. CLS was able to contact the property owner to discuss the offer. The property owner did not accept the initial offer nor provide a counteroffer. However, despite good faith negotiations, an agreement could not be reached. A final offer was made on May 8th, 2025.

4. 114 E MARKET ST, Lockhart, Texas, Caldwell County Tax Appraisal ID No. 16883: A permanent utility easement, being a 0.005-acre tract of land, situated in the City of Lockhart, Caldwell County, Texas, being part of Lot 2, Block 13 of the Original Town of Lockhart, conveyed to Ramon S. Mendez, Evangelina P. Mendez, Beatrice Ives Starks and Eric Jason Mendez, Co-Trustees of the Ramon and Evangeline Mendez Revocable Trust by Deed recorded in Document No. 2021-007261 of the Official Public Records of Caldwell County, Texas (Exhibit D). Just compensation was determined by appraisal and the City, through CLS, made an initial offer on April 2, 2025, for the appraised amount. CLS was able to contact the property owner to discuss the offer. The property owner did not accept the initial offer and provided a counteroffer. However, despite good faith negotiations, an agreement could not be reached. A final offer was made on May 8th, 2025.

5. 116 E MARKET ST, Lockhart, Texas, Caldwell County Tax Appraisal ID No. 16888: A permanent utility easement, being a 0.012-acre tract of land, situated in the City of Lockhart, Caldwell County, Texas, being part of Lot 3, Block 13 of the Original Town of Lockhart, conveyed to Robert Mendez, Sr. and Dora Mendez by Deed recorded in Document No. 2013-132022 of the Official Public Records of Caldwell County, Texas (Exhibit E). Just compensation was determined by appraisal and the City, through CLS, made an initial offer on April 2, 2025, for the appraised amount. CLS was able to contact the property owner to discuss the offer. The property owner did not accept the initial offer and provided a counteroffer. However, despite good faith negotiations, an agreement could not be reached. A final offer was made on May 8th, 2025.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Resolution 2025 -18

RESOLUTION NO. 2025-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, FINDING THAT FIVE UTILITY EASEMENTS LOCATED ON PROPERTIES ADDRESSED AS 215 S COMMERCE ST/111 E PRAIRIE LEA ST (PARCEL IDS 45506 & 45508), 110 E MARKET ST (PARCEL ID 16886), 112 MARKET ST (PARCEL ID 16885), 114 E MARKET ST (PARCEL ID 16883), AND 116 E MARKET ST (PARCEL ID 16888) IN LOCKHART, CALDWELL COUNTY, TEXAS ARE NECESSARY FOR THE CONSTRUCTION OF THE LOCKHART SQUARE UTILITY PROJECT; AUTHORIZING THE USE OF EMINENT DOMAIN TO CONDEMN THE EASEMENT INTERESTS PURSUANT TO GOVERNMENT CODE SECTION 2206.053; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the City completed the design phase for the relocation of electrical utilities in Lockhart Square located in downtown Lockhart;

Whereas, the project's design requires permanent utility easements from seven private property owners;

Whereas, appraisals for the easements have been conducted and offers have been made to each owner based on the appraisal report for each property - the City has acquired or has reached agreements to acquire utility easements from two property owners through purchase;

Whereas, Staff continues to negotiate with the remaining five owners and the City has not been able to reach an agreement with the property owners for the remaining easement interests - therefore, the City believes it is prudent to authorize the use eminent domain for the utility easements located on the following properties:

1. 215 S COMMERCE ST/111 E PRAIRIE LEA ST, Lockhart, Texas, Caldwell County Tax Appraisal ID Nos. 45506 & 45508: Being a 0.023-acre tract of land, situated in the City of Lockhart, Caldwell County, Texas, being part of Lot 3 and Lot 5, Jack Pearce Subdivision, recorded in Cabinet B, Slide 31 of the Plat Records of Caldwell County, Texas, conveyed to Cynthia Alvares by Agreed Final Decree of Divorce recorded in Document No. 2017-005889 of the Official Public Records of Caldwell County, Texas (Exhibit A). Just compensation was determined by appraisal and the City made an initial offer on April 2, 2025 for the appraised amount. Despite good faith negotiations, an agreement could not be reached. A final offer was made on May 8th, 2025;

2. 110 E MARKET ST, Lockhart, Texas, Caldwell County Tax Appraisal ID No. 16886: Being a 0.013-acre tract of land, situated in the City of Lockhart, Caldwell County, Texas, being part of Lot 2, Block 13 of the Original Town of Lockhart, conveyed to 110 Market, LLC by Deed recorded in Document No. 2017-006076 of the Official Public Records of Caldwell County, Texas (Exhibit B). Just compensation was determined by appraisal and the City made an initial offer on April 1st, 2025 for the appraised amount. Despite good faith negotiations, an agreement could not be reached. A final offer was made on May 8th, 2025;
3. 112 MARKET ST, Lockhart, Texas, Caldwell County Tax Appraisal ID No. 16885: Being a 0.012-acre tract of land, situated in the City of Lockhart, Caldwell County, Texas, being out of that part of Lot 2, in Block 13 of the Original Town of Lockhart, conveyed to Patrick Davis by Deed recorded in Document No. 2018-000182 of the Official Public Records of Caldwell County, Texas (Exhibit C). Just compensation was determined by appraisal and the City made an initial offer on April 2, 2025 for the appraised amount. Despite good faith negotiations, an agreement could not be reached. A final offer was made on May 8th, 2025;
4. 114 E MARKET ST, Lockhart, Texas, Caldwell County Tax Appraisal ID No. 16883: Being a 0.005-acre tract of land, situated in the City of Lockhart, Caldwell County, Texas, being part of Lot 2, Block 13 of the Original Town of Lockhart, conveyed to Ramon S. Mendez, Evangelina P. Mendez, Beatrice Ives Starks and Eric Jason Mendez, Co-Trustees of the Ramon and Evangeline Mendez Revocable Trust by Deed recorded in Document No. 2021-007261 of the Official Public Records of Caldwell County, Texas (Exhibit D). Just compensation was determined by appraisal and the City made an initial offer on April 2, 2025 for the appraised amount. Despite good faith negotiations, an agreement could not be reached. A final offer was made on May 8th, 2025; and
5. 116 E MARKET ST, Lockhart, Texas, Caldwell County Tax Appraisal ID No. 16888: Being a 0.012-acre tract of land, situated in the City of Lockhart, Caldwell County, Texas, being part of Lot 3, Block 13 of the Original Town of Lockhart, conveyed to Robert Mendez, Sr. and Dora Mendez by Deed recorded in Document No. 2013-132022 of the Official Public Records of Caldwell County, Texas (Exhibit E). Just compensation was determined by appraisal and the City made an initial offer on April 2, 2025 for the appraised amount. Despite good faith negotiations, an agreement could not be reached. A final offer was made on May 8th, 2025.

Whereas, Staff recommends Council find that five utility easements located on properties addressed as 215 S COMMERCE ST/111 E PRAIRIE LEA ST (PARCEL IDS 45506 & 45508), 110 E MARKET ST (PARCEL ID 16886), 112 MARKET ST (PARCEL ID 16885), 114 E MARKET ST (PARCEL ID 16883), AND 116 E MARKET ST (PARCEL ID 16888), Lockhart, Caldwell County, Texas are necessary for the relocation of electrical utilities in Lockhart Square in downtown Lockhart, as well as authorize the use of eminent domain to condemn the easement interests pursuant to Government Code § 2206.053;

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Lockhart, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The City Council finds that five utility easements located on properties addressed as 215 S COMMERCE ST/111 E PRAIRIE LEA ST (PARCEL IDS 45506 & 45508), 110 E MARKET ST (PARCEL ID 16886), 112 MARKET ST (PARCEL ID 16885), 114 E MARKET ST (PARCEL ID 16883), AND 116 E MARKET ST (PARCEL ID 16888), Lockhart, Caldwell County, Texas are necessary for the relocation of electrical utilities in Lockhart Square in downtown Lockhart, authorizes the use of eminent domain to condemn the easement interests pursuant to Government Code § 2206.053, and authorizes the City Manager, or his designee, after approval as to form by the City Attorney's Office, to execute any necessary documents.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the _____ day of _____, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary



EXHIBIT A

📍 P.O. BOX 992 | 6477 FM 311, SPRING BRANCH, TX 78070
🔗 WWW.SHERWOODSURVEYING.COM
📍 TBPELS FIRM #10044200

FIELDNOTE DESCRIPTION 0.023 ACRE ELECTRIC EASEMENT

BEING A 0.023 ACRE TRACT OF LAND SITUATED IN THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS, BEING PART OF LOT 3 AND LOT 5, JACK PEARCE SUBDIVISION, RECORDED IN CABINET B, SLIDE 31 OF THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS, CONVEYED TO CYNTHIA ALVAREZ BY AGREED FINAL DECREE OF DIVORCE RECORDED IN DOCUMENT No. 2017-005889 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS; SAID 0.023 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (GRID COORDINATES N:13871201.16 E:2389572.99), SITUATED IN THE WESTERLY RIGHT OF WAY LINE OF SOUTH COMMERCE STREET (69.45' R.O.W.), COMMON WITH THE EASTERLY BOUNDARY LINE OF SAID LOT 3, BEING THE SOUTHEASTERLY CORNER OF A 15' ALLEY DEDICATED TO THE CITY OF LOCKHART BY SAID JACK PEARCE SUBDIVISION PLAT, AND THE NORTHEASTERLY CORNER OF SAID LOT 3, FOR THE NORTHEASTERLY CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, S 11° 17' 36" E, ALONG THE WESTERLY RIGHT OF WAY LINE OF SOUTH COMMERCE STREET, COMMON WITH THE EASTERLY BOUNDARY LINE OF SAID LOT 3, A DISTANCE OF 7.52 FEET TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 78° 42' 24" W, INTO AND ACROSS SAID LOT 3 AND LOT 5, A DISTANCE OF 132.15 FEET TO THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SITUATED IN THE WESTERLY BOUNDARY LINE OF SAID LOT 5, COMMON WITH THE EASTERLY BOUNDARY LINE OF THAT TRACT CONVEYED AS "PARCEL 3" TO GASLIGHT-BAKER THEATRE BY DEED RECORDED IN VOLUME 527, PAGE 550 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY;

THENCE, N 11° 17' 36" W, ALONG SAID COMMON BOUNDARY LINE, A DISTANCE OF 7.52 FEET TO THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SITUATED IN THE SOUTHERLY BOUNDARY LINE OF THAT TRACT OF LAND CONVEYED TO 110 MARKET LLC BY DEED RECORDED IN DOCUMENT No. 2017-006076 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, BEING THE NORTHWESTERLY CORNER OF SAID LOT 5, THE NORTHEASTERLY CORNER OF SAID GASLIGHT-THEATRE TRACT;

THENCE, N 78° 42' 24" E, ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 5 AND LOT 3, JACK PEARCE SUBDIVISION, A DISTANCE OF 132.15 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.023 ACRES OF LAND, MORE OR LESS.



EXHIBIT A

A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS NAD 83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

5/15/2024

RICHARD A. GOODWIN DATE
R.P.L.S. 4069 STATE OF TEXAS
PROJECT NO. 24GS025

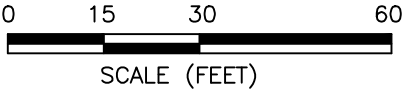


EXHIBIT A

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- C.M. CONTROLLING MONUMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 11°17'36" E	7.52'
L2	S 78°42'24" W	132.15'
L3	N 11°17'36" W	7.52'
L4	N 78°42'24" E	132.15'



P.O.B.
N:13871201.16
E:2389572.99
(GRID)

SOUTH COMMERCE ST.
(69.45' R.O.W.)

ELECTRIC EASEMENT
0.023 AC.

LEGAL DESCRIPTION

BEING A 0.023 ACRE TRACT OF LAND SITUATED IN THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS, BEING PART OF LOT 3 AND LOT 5, JACK PEARCE SUBDIVISION, RECORDED IN CABINET B, SLIDE 31 OF THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS, CONVEYED TO CYNTHIA ALVAREZ BY AGREED FINAL DECREE OF DIVORCE RECORDED IN DOCUMENT No. 2017-005889 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS.

SURVEYOR NOTES:

THIS BOUNDARY SURVEY WAS COMPLETED WITHOUT ADDITIONAL RESEARCH TO DETERMINE IF OTHER MATTERS OF RECORD, IF ANY, MIGHT AFFECT THIS PROPERTY, SUCH AS EASEMENTS, SETBACKS, OR OTHER ENCUMBRANCES.

BASIS OF BEARING IS NAD83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE

DATE OF FIELDWORK: 4/22/2024



SHERWOOD SURVEYING & S.U.E.
UTILITIES | RESIDENTIAL | COMMERCIAL | INDUSTRIAL
6477 FM 311, P.O. BOX 992 TBPELS FIRM#10044200
SPRING BRANCH, TEXAS 78070
PHONE (830) 228-5788 FAX (830) 885-2170

DATE: 5/7/2024 DRAWN BY: VLH PROJECT No. 24GS025



SURVEYORS CERTIFICATE

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, REGISTRATION NUMBER 4069, HEREBY STATE THAT DURING THE MONTH OF APRIL, 2024, A SURVEY OF THE REAL PROPERTY SHOWN HEREON WAS MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Richard A. Goodwin 5/15/2024
RICHARD A. GOODWIN DATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4069



EXHIBIT B

📍 P.O. BOX 992 | 6477 FM 311, SPRING BRANCH, TX 78070
🔗 WWW.SHERWOODSURVEYING.COM
🔍 TBPELS FIRM #10044200

FIELDNOTE DESCRIPTION 0.013 ACRE ELECTRIC EASEMENT

BEING A 0.013 ACRE TRACT OF LAND SITUATED IN THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS, BEING PART OF LOT 2, BLOCK 13 OF THE ORIGINAL TOWN OF LOCKHART, CONVEYED TO 110 MARKET LLC BY DEED RECORDED IN DOCUMENT No. 2017-006076 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS; SAID 0.013 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (GRID COORDINATES N:13871172.06 E:2389427.26), BEING THE SOUTHWESTERLY CORNER OF SAID 110 MARKET LLC TRACT AND THE SOUTHEASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO THE COUNTY OF CALDWELL BY DEED RECORDED IN VOLUME 379, PAGE 248 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, SITUATED IN THE NORTHERLY BOUNDARY LINE OF THAT TRACT OF LAND CONVEYED AS "PARCEL 2" TO GASLIGHT-BAKER THEATRE BY DEED RECORDED IN VOLUME 527, PAGE 550 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, FOR THE SOUTHWESTERLY CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, N 11° 17' 36" W, ALONG THE EASTERLY BOUNDARY LINE OF SAID COUNTY OF CALDWELL TRACT, COMMON WITH THE WESTERLY BOUNDARY LINE OF SAID 110 MARKET LLC TRACT, A DISTANCE OF 22.54 FEET TO THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 78° 43' 06" E, INTO AND ACROSS SAID 110 MARKET LLC TRACT, A DISTANCE OF 25.03 FEET TO THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SITUATED IN THE WESTERLY BOUNDARY LINE OF THAT TRACT CONVEYED TO PATRICK DAVIS BY DEED RECORDED IN DOCUMENT No. 2018-000182 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, COMMON WITH THE EASTERLY BOUNDARY LINE OF SAID 110 MARKET LLC TRACT;

THENCE, S 11° 17' 36" E, ALONG SAID COMMON BOUNDARY LINE, A DISTANCE OF 22.53 FEET TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, BEING THE SOUTHEASTERLY CORNER OF SAID 110 MARKET LLC TRACT AND THE SOUTHWESTERLY CORNER OF SAID PATRICK DAVIS TRACT, SITUATED IN THE NORTHERLY BOUNDARY LINE OF LOT 5, JACK PEARCE SUBDIVISION RECORDED IN CABINET B, SLIDE 31 OF THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS;



EXHIBIT B

THENCE, S 78° 42' 15" W, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID 110 MARKET LLC TRACT, A DISTANCE OF 25.03 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.013 ACRES OF LAND, MORE OR LESS.

A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS NAD 83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

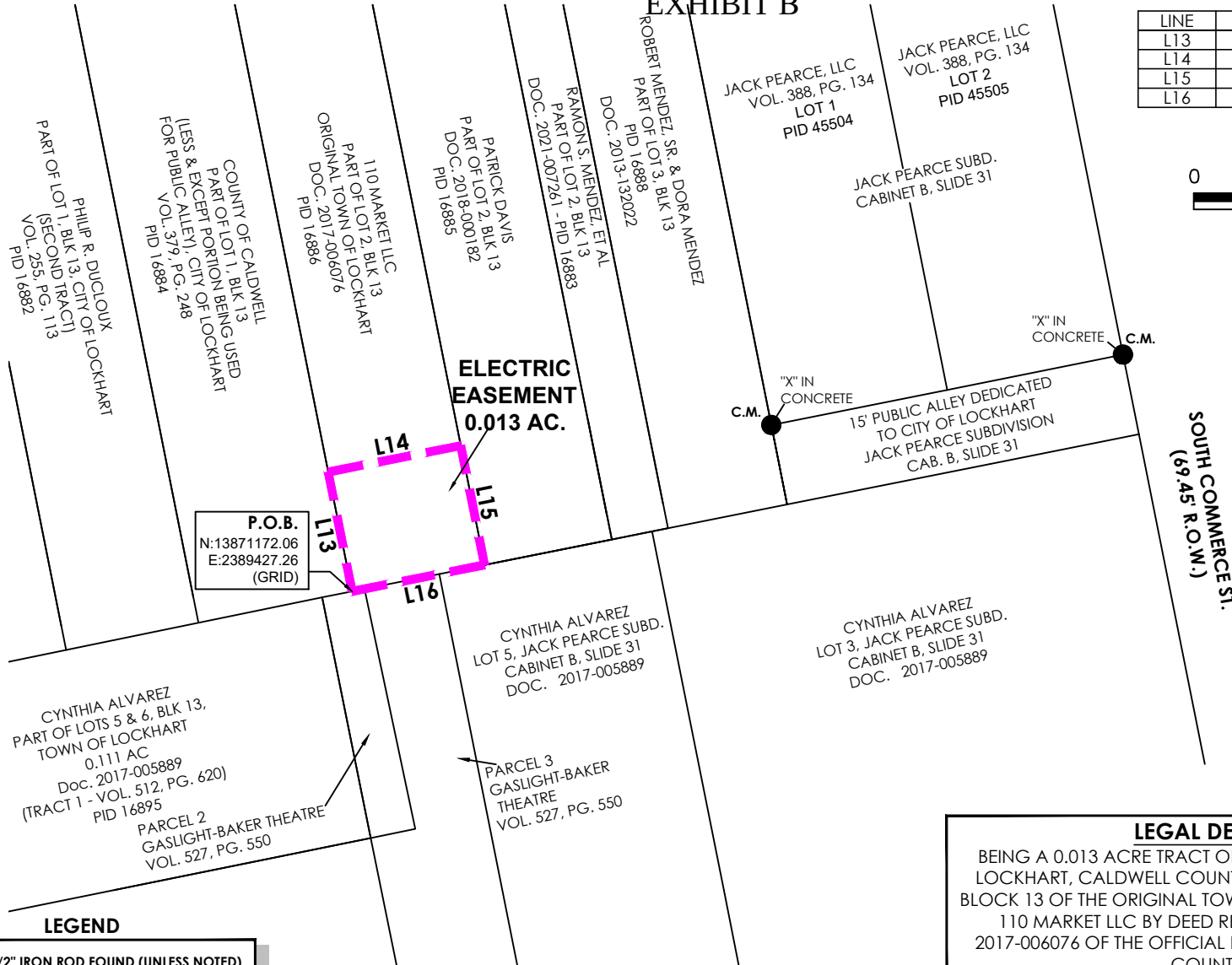
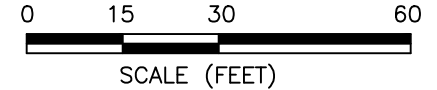
 5/15/2024

RICHARD A. GOODWIN DATE
R.P.L.S. 4069 STATE OF TEXAS
PROJECT NO. 24GS025



EXHIBIT B

LINE TABLE		
LINE	BEARING	DISTANCE
L13	N 11°17'36" W	22.54'
L14	N 78°43'06" E	25.03'
L15	S 11°17'36" E	22.53'
L16	S 78°42'15" W	25.03'



LEGAL DESCRIPTION

BEING A 0.013 ACRE TRACT OF LAND SITUATED IN THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS, BEING PART OF LOT 2, BLOCK 13 OF THE ORIGINAL TOWN OF LOCKHART, CONVEYED TO 110 MARKET LLC BY DEED RECORDED IN DOCUMENT No. 2017-006076 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS.

SURVEYORS CERTIFICATE

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, REGISTRATION NUMBER 4069, HEREBY STATE THAT DURING THE MONTH OF APRIL, 2024, A SURVEY OF THE REAL PROPERTY SHOWN HEREON WAS MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Richard A. Goodwin 5/14/2024
RICHARD A. GOODWIN DATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4069



DATE: 5/7/2024 DRAWN BY: VLH PROJECT No. 24GS025

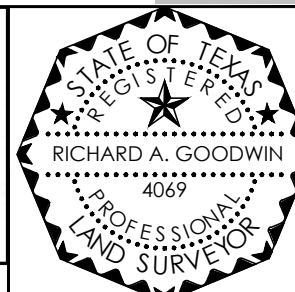




EXHIBIT C

📍 P.O. BOX 992 | 6477 FM 311, SPRING BRANCH, TX 78070
🔗 WWW.SHERWOODSURVEYING.COM
🔍 TBPELS FIRM #10044200

FIELDNOTE DESCRIPTION 0.012 ACRE ELECTRIC EASEMENT

BEING A 0.012 ACRE TRACT OF LAND SITUATED IN THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS, BEING OUT OF THAT PART OF LOT 2 IN BLOCK 13 OF THE ORIGINAL TOWN OF LOCKHART, CONVEYED TO PATRICK DAVIS BY DEED RECORDED IN DOCUMENT 2018-000182 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS; SAID 0.012 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (GRID COORDINATES N:13871176.96 E:2389451.81) BEING THE SOUTHWESTERLY CORNER OF SAID PATRICK DAVIS TRACT AND SOUTHEASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO 110 MARKET LLC BY DEED RECORDED IN DOCUMENT No. 2017-006076 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, SITUATED IN THE NORTHERLY BOUNDARY LINE OF LOT 5, JACK PEARCE SUBDIVISION RECORDED IN CABINET B, SLIDE 31 OF THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS, FOR THE SOUTHWESTERLY CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, N 11° 17' 36" W, ALONG THE EASTERLY BOUNDARY LINE OF SAID 110 MARKET LLC TRACT, COMMON WITH THE WESTERLY BOUNDARY LINE OF SAID PATRICK DAVIS TRACT, A DISTANCE OF 22.53 FEET TO THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 78° 43' 06" E, INTO AND ACROSS SAID PATRICK DAVIS TRACT, A DISTANCE OF 24.03 FEET TO THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SITUATED IN THE WESTERLY BOUNDARY LINE OF THAT TRACT OF LAND CONVEYED TO RAMON S. MENDEZ, EVANGELINA P. MENDEZ, BEATRICE IVES STARKS AND ERIC JASON MENDEZ, CO-TRUSTEES OF THE RAMON AND EVANGELINE MENDEZ REVOCABLE TRUST BY DEED RECORDED IN DOCUMENT No. 2021-007261 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, COMMON WITH THE EASTERLY BOUNDARY OF SAID PATRICK DAVIS TRACT;

THENCE, S 11° 17' 36" E, ALONG SAID COMMON BOUNDARY LINE, A DISTANCE OF 22.53 FEET TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, BEING THE SOUTHEASTERLY CORNER OF SAID PATRICK DAVIS TRACT AND THE SOUTHWESTERLY CORNER OF SAID RAMON S. MENDEZ, EVANGELINA P. MENDEZ, BEATRICE IVES STARKS AND ERIC JASON MENDEZ, CO-TRUSTEES OF THE RAMON AND EVANGELINE MENDEZ REVOCABLE TRUST TRACT, SITUATED IN THE NORTHERLY BOUNDARY LINE OF SAID LOT 5, JACK PEARCE SUBDIVISION;



EXHIBIT C

THENCE, S 78° 42' 24" W, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PATRICK DAVIS TRACT, COMMON WITH THE NORTHERLY BOUNDARY LINE OF SAID LOT 5, JACK PEARCE SUBDIVISION, A DISTANCE OF 24.03 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.012 ACRES OF LAND, MORE OR LESS.

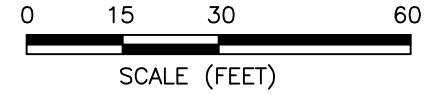
A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS NAD 83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

 5/15/2024
RICHARD A. GOODWIN DATE
R.P.L.S. 4069 STATE OF TEXAS
PROJECT NO. 24GS025



EXHIBIT C

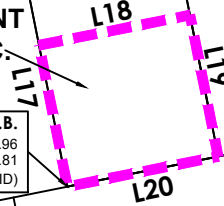


SOUTH COMMERCE ST.
(69.45' R.O.W.)

LINE TABLE		
LINE	BEARING	DISTANCE
L17	N 11°17'36" W	22.53'
L18	N 78°43'06" E	24.03'
L19	S 11°17'36" E	22.53'
L20	S 78°42'24" W	24.03'

**ELECTRIC
EASEMENT
0.012 AC.**

P.O.B.
N:13871176.96
E:2389451.81
(GRID)



"X" IN
CONCRETE
C.M.

15' PUBLIC ALLEY DEDICATED
TO CITY OF LOCKHART
JACK PEARCE SUBDIVISION
CAB. B, SLIDE 31

CYNTHIA ALVAREZ
LOT 3, JACK PEARCE SUBD.
CABINET B, SLIDE 31
DOC. 2017-005889

CYNTHIA ALVAREZ
LOT 5, JACK PEARCE SUBD.
CABINET B, SLIDE 31
DOC. 2017-005889

PARCEL 3
GASLIGHT-BAKER
THEATRE
VOL. 527, PG. 550

CYNTHIA ALVAREZ
PART OF LOTS 5 & 6, BLK 13,
TOWN OF LOCKHART
0.111 AC
Doc. 2017-005889
(TRACT 1 - VOL. 512, PG. 620)
PID 16895

PARCEL 2
GASLIGHT-BAKER THEATRE
VOL. 527, PG. 550

110 MARKET LLC
PART OF LOT 2, BLK 13
ORIGINAL TOWN OF LOCKHART
DOC. 2017-006076
PID 16886

PATRICK DAVIS
PART OF LOT 2, BLK 13
DOC. 2018-000182
PID 16885

RAMON S. MENDEL ET AL
PART OF LOT 2, BLK 13
DOC. 2021-007261 - PID 16883

ROBERT MENDEL, SR. & DORA MENDEL
PART OF LOT 3, BLK 13
PID 16888
DOC. 2013-132022

JACK PEARCE, LLC
VOL. 388, PG. 134
LOT 1
PID 45504

JACK PEARCE SUBD.
CABINET B, SLIDE 31

JACK PEARCE, LLC
VOL. 388, PG. 134
LOT 2
PID 45505

PHILIP R. DUCLOUX
PART OF LOT 1, BLK 13, CITY OF LOCKHART
(SECOND TRACT)
VOL. 255, PG. 113
PID 16882

COUNTY OF CALDWELL
PART OF LOT 1, BLK 13
(LESS & EXCEPT PORTION BEING USED
FOR PUBLIC ALLEY). CITY OF LOCKHART
VOL. 379, PG. 248
PID 16884

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- C.M. CONTROLLING MONUMENT

SURVEYOR NOTES:

THIS BOUNDARY SURVEY WAS COMPLETED WITHOUT ADDITIONAL RESEARCH TO DETERMINE IF OTHER MATTERS OF RECORD, IF ANY, MIGHT AFFECT THIS PROPERTY, SUCH AS EASEMENTS, SETBACKS, OR OTHER ENCUMBRANCES.

BASIS OF BEARING IS NAD83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE

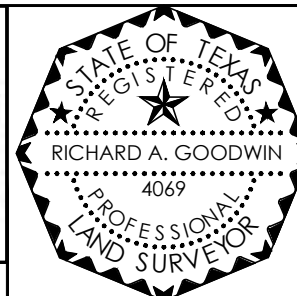
DATE OF FIELDWORK: 4/22/2024

**SHERWOOD
SURVEYING & S.U.E.**
UTILITIES | RESIDENTIAL | COMMERCIAL | INDUSTRIAL
6477 FM 311, P.O. BOX 992 TBPELS FIRM#10044200
SPRING BRANCH, TEXAS 78070
PHONE (830) 228-5788 FAX (830) 885-2170

DATE: 5/7/2024

DRAWN BY: VLH

PROJECT No. 24GS025



LEGAL DESCRIPTION

BEING A 0.012 ACRE TRACT OF LAND SITUATED IN THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS, BEING OUT OF THAT PART OF LOT 2 IN BLOCK 13 OF THE ORIGINAL TOWN OF LOCKHART, CONVEYED TO PATRICK DAVIS BY DEED RECORDED IN DOCUMENT 2018-000182 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS.

SURVEYORS CERTIFICATE

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, REGISTRATION NUMBER 4069, HEREBY STATE THAT DURING THE MONTH OF APRIL, 2024, A SURVEY OF THE REAL PROPERTY SHOWN HEREON WAS MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Richard A. Goodwin
RICHARD A. GOODWIN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4069

5/15/2024
DATE



EXHIBIT D

📍 P.O. BOX 992 | 6477 FM 311, SPRING BRANCH, TX 78070
🔗 WWW.SHERWOODSURVEYING.COM
🔴 TBPELS FIRM #10044200

FIELDNOTE DESCRIPTION 0.005 ACRE ELECTRIC EASEMENT

BEING A 0.005 ACRE TRACT OF LAND SITUATED IN THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS, BEING PART OF LOT 2, BLOCK 13 OF THE ORIGINAL TOWN OF LOCKHART, BEING CONVEYED TO RAMON S. MENDEZ, EVANGELINA P. MENDEZ, BEATRICE IVES STARKS AND ERIC JASON MENDEZ, CO-TRUSTEES OF THE RAMON AND EVANGELINE MENDEZ REVOCABLE TRUST BY DEED RECORDED IN DOCUMENT 2021-007261 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS; SAID 0.005 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER (GRID COORDINATES N: 13871183.74 E: 2389485.76) OF SAID RAMON S. MENDEZ, EVANGELINA P. MENDEZ, BEATRICE IVES STARKS AND ERIC JASON MENDEZ, CO-TRUSTEES OF THE RAMON AND EVANGELINE MENDEZ REVOCABLE TRUST, BEING THE SOUTHWESTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO ROBERT MENDEZ, SR. AND DORA MENDEZ BY DEED RECORDED IN DOCUMENT 2013-132022 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, AND SITUATED IN THE NORTHERLY BOUNDARY LINE OF LOT 3, JACK PEARCE SUBDIVISION RECORDED IN CABINET B, SLIDE 31 OF THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS, FOR THE SOUTHEASTERLY CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, S 78° 43' 36" W, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID RAMON S. MENDEZ, ET AL TRACT, COMMON PARTLY WITH THE NORTHERLY BOUNDARY LINES OF LOT 3 AND LOT 5 OF SAID JACK PEARCE SUBDIVISION, A DISTANCE OF 10.60 FEET TO THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, BEING THE SOUTHWESTERLY CORNER OF SAID RAMON S. MENDEZ, ET AL, TRACT, AND THE SOUTHEASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO PATRICK DAVIS BY DEED RECORDED IN DOCUMENT No. 2018-000182 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY;

THENCE, N 11° 17' 36" W, ALONG THE EASTERLY BOUNDARY LINE OF SAID PATRICK DAVIS TRACT, COMMON WITH THE WESTERLY BOUNDARY LINE OF SAID RAMON S. MENDEZ, ET AL, TRACT, A DISTANCE OF 22.52 FEET TO THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 78° 43' 06" E, INTO AND ACROSS SAID RAMON S. MENDEZ, ET AL, TRACT, A DISTANCE OF 10.60 FEET TO THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SITUATED IN THE EASTERLY BOUNDARY LINE OF SAID RAMON S. MENDEZ, ET AL, TRACT, COMMON WITH THE WESTERLY BOUNDARY LINE OF SAID ROBERT MENDEZ, SR. AND DORA MENDEZ TRACT;



EXHIBIT D

THENCE, S 11° 17' 36" E, ALONG SAID COMMON BOUNDARY LINE, A DISTANCE OF 22.53 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.005 ACRES OF LAND, MORE OR LESS.

A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS NAD 83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

5/15/2024

RICHARD A. GOODWIN DATE
R.P.L.S. 4069 STATE OF TEXAS
PROJECT NO. 24GS025

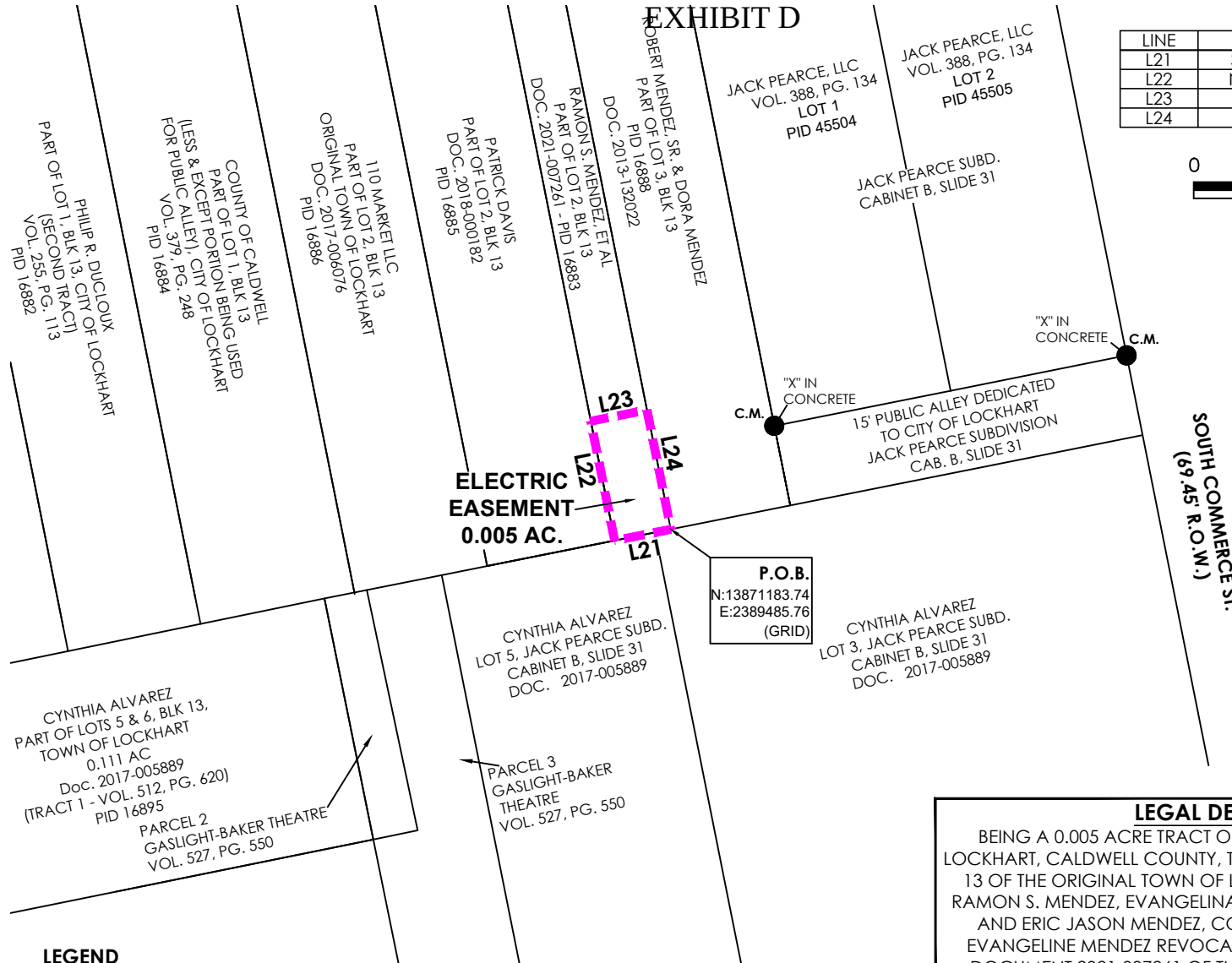


EXHIBIT D

LINE TABLE		
LINE	BEARING	DISTANCE
L21	S 78°43'36" W	10.60'
L22	N 11°17'36" W	22.52'
L23	N 78°43'06" E	10.60'
L24	S 11°17'36" E	22.53'

0 15 30 60

SCALE (FEET)



LEGAL DESCRIPTION

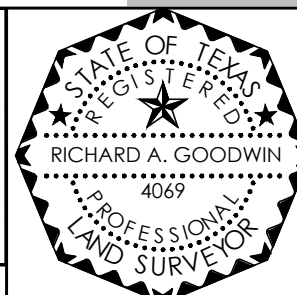
BEING A 0.005 ACRE TRACT OF LAND SITUATED IN THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS, BEING PART OF LOT 2, BLOCK 13 OF THE ORIGINAL TOWN OF LOCKHART, BEING CONVEYED TO RAMON S. MENDEZ, EVANGELINA P. MENDEZ, BEATRICE IVES STARKS AND ERIC JASON MENDEZ, CO-TRUSTEES OF THE RAMON AND EVANGELINE MENDEZ REVOCABLE TRUST BY DEED RECORDED IN DOCUMENT 2021-007261 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS.

SURVEYORS CERTIFICATE

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, REGISTRATION NUMBER 4069, HEREBY STATE THAT DURING THE MONTH OF APRIL, 2024, A SURVEY OF THE REAL PROPERTY SHOWN HEREON WAS MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Richard A. Goodwin 5/15/2024
RICHARD A. GOODWIN DATE
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 4069

SHERWOOD SURVEYING & S.U.E.
 UTILITIES | RESIDENTIAL | COMMERCIAL | INDUSTRIAL
 6477 FM 311, P.O. BOX 992 TBPOLS FIRM#10044200
 SPRING BRANCH, TEXAS 78070
 PHONE (830) 228-5788 FAX (830) 885-2170



DATE: 5/7/2024 DRAWN BY: VLH PROJECT No. 24GS025



EXHIBIT E

📍 P.O. BOX 992 | 6477 FM 311, SPRING BRANCH, TX 78070
🔗 WWW.SHERWOODSURVEYING.COM
🔴 TBPELS FIRM #10044200

FIELDNOTE DESCRIPTION 0.012 ACRE ELECTRIC EASEMENT

BEING A 0.012 ACRE TRACT OF LAND SITUATED IN THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS, BEING PART OF LOT 3, BLOCK 13 OF THE ORIGINAL TOWN OF LOCKHART, BEING CONVEYED TO ROBERT MENDEZ, SR. AND DORA MENDEZ BY DEED RECORDED IN DOCUMENT 2013-132022 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS; SAID 0.012 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER (GRID COORDINATES N:13871183.74 E:2389485.76) OF SAID ROBERT MENDEZ, SR, AND DORA MENDEZ TRACT, BEING THE SOUTHEASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO RAMON S. MENDEZ, EVANGELINA P. MENDEZ, BEATRICE IVES STARKS AND ERIC JASON MENDEZ, CO-TRUSTEES OF THE RAMON AND EVANGELINE MENDEZ REVOCABLE TRUST BY DEED RECORDED IN DOCUMENT 2021-007261 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY TRACT, FOR THE SOUTHWESTERLY CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, N 11° 17' 36" W, ALONG THE EASTERLY BOUNDARY LINE OF SAID RAMON S. MENDEZ, EVANGELINA P. MENDEZ, BEATRICE IVES STARKS AND ERIC JASON MENDEZ, CO-TRUSTEES OF THE RAMON AND EVANGELINE MENDEZ REVOCABLE TRUST TRACT, COMMON WITH THE WESTERLY BOUNDARY LINE OF SAID ROBERT MENDEZ, SR, AND DORA MENDEZ TRACT, A DISTANCE OF 22.53 FEET TO THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 78° 43' 06" E, INTO AND ACROSS SAID ROBERT MENDEZ, SR. AND DORA MENDEZ TRACT, A DISTANCE OF 22.53 FEET TO THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SITUATED IN THE WESTERLY BOUNDARY LINE OF LOT 1, JACK PEARCE SUBDIVISION RECORDED IN CABINET B, SLIDE 31 OF THE PLAT RECORDS OF CALDWELL COUNTY, COMMON WITH THE EASTERLY BOUNDARY LINE OF SAID ROBERT MENDEZ, SR. AND DORA MENDEZ TRACT;

THENCE, S 11° 17' 36" E, ALONG THE EASTERLY BOUNDARY LINE OF SAID ROBERT MENDEZ, SR. AND DORA MENDEZ TRACT, COMMON PARTLY WITH THE WESTERLY BOUNDARY LINE OF SAID LOT 1 AND PARTLY COMMON WITH THE WESTERLY BOUNDARY LINE OF A 15' ALLEY DEDICATED TO THE CITY OF LOCKHART BY SAID JACK PEARCE SUBDIVISION PLAT, A DISTANCE OF 22.52 FEET TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, BEING THE SOUTHEASTERLY CORNER OF SAID ROBERT MENDEZ, SR. AND DORA MENDEZ TRACT AND THE SOUTHWESTERLY CORNER OF SAID 15' ALLEY, SITUATED IN THE NORTHERLY BOUNDARY LINE OF LOT 3 OF SAID JACK PEARCE SUBDIVISION;

THENCE, S 78° 42' 24" W, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ROBERT MENDEZ, SR. AND DORA MENDEZ TRACT, COMMON WITH THE NORTHERLY BOUNDARY LINE OF SAID LOT 3, JACK PEARCE SUBDIVISION, A DISTANCE OF 22.53 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.012 ACRES OF LAND, MORE OR LESS.



EXHIBIT E

A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS NAD 83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

2/13/2025

RICHARD A. GOODWIN DATE
R.P.L.S. 4069 STATE OF TEXAS
PROJECT NO. 24GS025



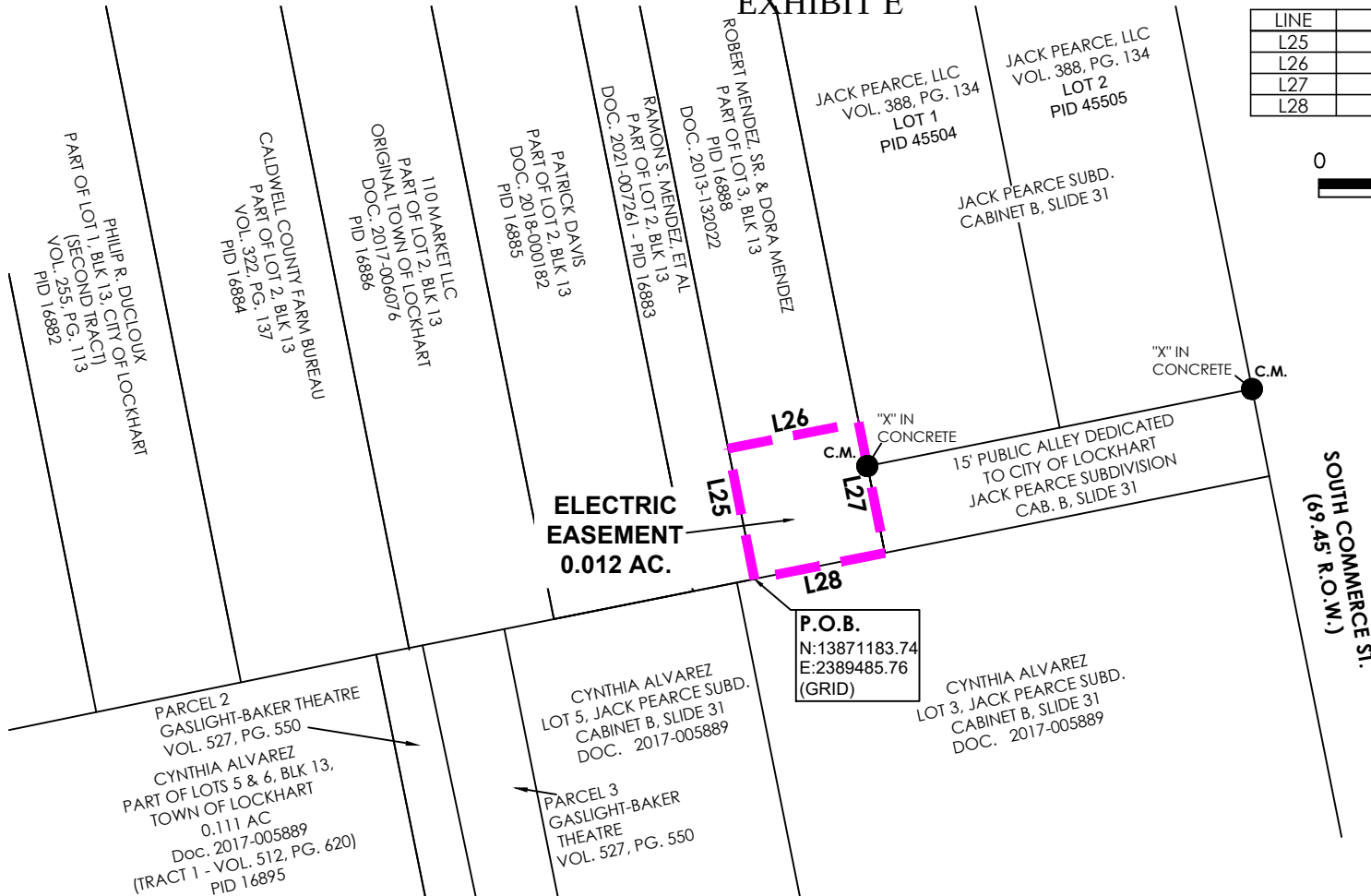
EXHIBIT E

LINE TABLE

LINE	BEARING	DISTANCE
L25	N 11°17'36" W	22.53'
L26	N 78°43'06" E	22.53'
L27	S 11°17'36" E	22.52'
L28	S 78°42'24" W	22.53'

0 15 30 60

SCALE (FEET)



**ELECTRIC
EASEMENT
0.012 AC.**

P.O.B.
N:13871183.74
E:2389485.76
(GRID)

LEGAL DESCRIPTION

BEING A 0.012 ACRE TRACT OF LAND SITUATED IN THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS, BEING PART OF LOT 3, BLOCK 13 OF THE ORIGINAL TOWN OF LOCKHART, BEING CONVEYED TO ROBERT MENDEZ, SR. AND DORA MENDEZ BY DEED RECORDED IN DOCUMENT 2013-132022 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS.

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- C.M. CONTROLLING MONUMENT

SURVEYOR NOTES:

THIS BOUNDARY SURVEY WAS COMPLETED WITHOUT ADDITIONAL RESEARCH TO DETERMINE IF OTHER MATTERS OF RECORD, IF ANY, MIGHT AFFECT THIS PROPERTY, SUCH AS EASEMENTS, SETBACKS, OR OTHER ENCUMBRANCES.

BASIS OF BEARING IS NAD83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE

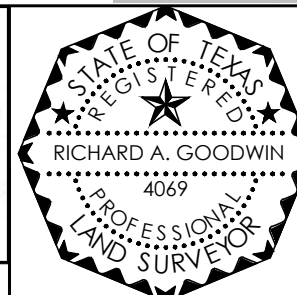
DATE OF FIELDWORK: 4/22/2024

**SHERWOOD
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UTILITIES | RESIDENTIAL | COMMERCIAL | INDUSTRIAL
6477 FM 311, P.O. BOX 992 TBPELS FIRM#10044200
SPRING BRANCH, TEXAS 78070
PHONE (830) 228-5788 FAX (830) 885-2170

DATE: 2/13/2025

DRAWN BY: VLH

PROJECT No. 24GS025



SURVEYORS CERTIFICATE

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, REGISTRATION NUMBER 4069, HEREBY STATE THAT DURING THE MONTH OF APRIL, 2024, A SURVEY OF THE REAL PROPERTY SHOWN HEREON WAS MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Richard A. Goodwin 2/13/2025
RICHARD A. GOODWIN DATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4069

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 20, 2025

AGENDA ITEM CAPTION: Discussion and/or action to consider Ordinance 2025-12 establishing a bilingual assignment pay for police officers and firefighters.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION:

The proposed ordinance establishes a Bilingual Assignment Pay program for classified civil service personnel in the Lockhart Police and Fire Departments, including probationary police officers and firefighters. This initiative recognizes and compensates these first responders who demonstrate verified proficiency in a non-English language and utilize their bilingual skills in the performance of official duties.

The ordinance aligns with Texas Local Government Code §143.042, which authorizes assignment pay for specialized functions for police officers and firefighters. Bilingual personnel, especially first responders, are instrumental in enhancing communication, emergency response, and public trust—particularly when serving residents with limited English proficiency.

Under the ordinance, eligible employees who pass a standardized language proficiency exam and are assigned by their department chief will receive an additional \$0.75 per hour. The City will determine which languages qualify based on community needs, with Spanish included by default.

The program will be administered by the Human Resources Department in coordination with department heads and includes provisions for retesting and documentation. This action supports equitable service delivery and strengthens community engagement across language barriers with first responders. In compliance with Texas Local Government Code, an ordinance is necessary to authorize a bilingual assignment pay for police officers and firefighters. City Management is currently reviewing internal departmental policies with the intent to enable 9-1-1 dispatchers, who are also first responders, to be able to utilize this same process as proposed in Ordinance 2025-12 to demonstrate proficient bilingual skills and be eligible for a bilingual pay designation.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Ordinance 2025-12 Bilingual Assignment Pay -
Police Fire, Bilingual Assignment Stipend from Nearby Agencies

ORDINANCE NO. 2025-12

AN ORDINANCE ESTABLISHING BILINGUAL ASSIGNMENT PAY FOR POLICE AND FIRE CIVIL SERVICE PERSONNEL; PROVIDING FOR ELIGIBILITY, COMPENSATION, TESTING, AND ADMINISTRATION TO BE GOVERNED BY POLICY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lockhart, Texas, recognizes the importance of effective communication between its public safety personnel and the diverse population they serve; and

WHEREAS, the City acknowledges that police officers and fire civil service personnel who are proficient in both English and another language provide an essential service to the community, particularly in facilitating public safety, emergency response, and community trust; and

WHEREAS, the citizens have adopted Chapter 143 for its police and fire departments, and Texas Local Government Code Section 143.042 authorizes assignment pay for members who perform specialized functions; and

WHEREAS, the City Council finds it in the best interest of the City to provide bilingual assignment pay as an incentive and recognition for police officers and fire civil service personnel who provide bilingual services in the performance of their official duties;

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

SECTION 1. FINDINGS

The statements made in the preamble are true and correct.

SECTION 2. PURPOSE

The City hereby establishes Bilingual Assignment Pay for the Lockhart Police Department and Lockhart Fire Department to recognize and compensate civil service personnel, including probationary police officers and probationary fire fighters, who demonstrate verified proficiency in a language other than English and use such skills in the performance of their official duties to meet operational needs.

This ordinance supports the delivery of equitable services to individuals with limited English proficiency and formalizes a process for awarding bilingual pay to sworn personnel who provide translation or interpretation services during their regular course of duties and perform those duties as assigned by the Police Chief or Fire Chief.

SECTION 3. ELIGIBILITY

To be eligible for Bilingual Assignment Pay, an employee must:

1. Be a classified civil service member of the Lockhart Police Department or Lockhart Fire Department, including probationary police officers and probationary fire fighters;
2. Demonstrate verified proficiency in a non-English language through an approved testing process as outlined below;
3. Be willing and available to utilize their bilingual skills during the performance of their duties to address language barriers;
4. Receive approval from the respective department head (Chief of Police or Fire Chief) or their designee for assignment to bilingual duties.

SECTION 4. TESTING AND VERIFICATION

A. **Initial Testing:** Personnel must pass a standardized proficiency exam administered through a city-designated language testing vendor, coordinated by the Human Resources Department.

B. **Retesting:** Personnel may be required to periodically retest to maintain stipend eligibility, on a schedule determined by the City.

C. **Missed Testing:** Missed tests must be promptly rescheduled. Eligibility for payment is contingent upon timely completion and verification.

D. **Notification:** Upon successful test completion, the employee must present certification or proof to the appropriate department head and the Human Resources Director to become eligible for Bilingual Assignment Pay.

SECTION 5. AUTHORIZATION AND USAGE

A. Upon approval, eligible personnel shall begin receiving bilingual assignment pay starting from the first full pay period following verification.

B. Personnel assigned by the Chief of Police or Fire Chief to receive bilingual pay are expected to:

1. Utilize their language skills in applicable work-related interactions;
2. Assist in communication with the public in their certified language;
3. Serve as a resource to enhance community relations and service delivery.

SECTION 6. COMPENSATION

A. Personnel assigned to bilingual duties shall receive an additional **\$0.75 per hour** as Bilingual Assignment Pay.

B. Eligible languages shall be determined by the respective Chief based on current community needs and language demographics and shall include Spanish.

SECTION 7. SEVERABILITY

If any part of this ordinance is found invalid or unconstitutional, the remaining provisions shall remain in full force and effect.

SECTION 8. EFFECTIVE DATE

This ordinance shall take effect on **June 1, 2025**, following adoption and approval as required by law.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas, on this the 20th day of May 2025.

CITY OF LOCKHART, TEXAS

LEW WHITE, Mayor

ATTEST:

JULIE BOWERMON, City Secretary

APPROVED AS TO FORM:

BRADFORD E. BULLOCK, City Attorney

Bilingual Assignment Stipend from Nearby Agencies

Bastrop PD-\$100 per month

Taylor PD-\$75 per month.

San Marcos PD-\$80 per month

Buda PD-\$100 per month

Kyle PD-\$150 per month

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 20, 2025

AGENDA ITEM CAPTION: Announcement of nomination of Curtis Hawkins to the Parks and Recreation Advisory Board by Councilmember Juan Mendoza for a term to expire in November 2025.

ORIGINATING DEPARTMENT AND CONTACT: Council - Juan Mendoza

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Councilmember Juan Mendoza has nominated Curtis Hawkins to be appointed to the Parks and Recreation Advisory Board.

After reviewing the application, Mr. Hawkins meets the qualifications to serve on a city board.

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

This item is the announcement of nomination. If the Council should move to appoint Mr. Hawkins to the board, action of appointment will occur during a subsequent Council meeting.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: PAR Advisory Board Roster, Curtis Hawkins application - Parks Board

PARKS AND RECREATION BOARD

Ord. 86-50, Adopted 11-25-86

First Name	Last Name		Address1	Council Member	Date Appt	Exp
Rob	Ortiz		1004 N.Commerce	John Castillo	8/20/2024	2025
Dennis	Placke		1011 W.Live Oak St.	Brad Westmoreland	2/4/2020	2022
Karla	Tate		500 Caribbean Dr.	Mayor White	2/2/2021	2026
Lee	Parra		209 Windridge Dr. N.	Angie Sanchez	8/17/2021	2022
Vacant				Juan Mendoza		
Warren	Burnett		1205 Rio Vista Cove	John Lairsen	2/20/2024	2026
Russell	Wheeler		607 La Felician Dr.	Jeffry Michelson	12/15/2020	2026
		Alternate				
		Little League		Non-Voting member		
		Youth Soccer		Non-Voting member		
		Co-Rec. Softball		Non-Voting member		

Staff Liaison: Parks and Recreation Director
Steve Lewis, City Manager

NOTE:

Sec. 40-133. Members.

(a) The board shall consist of seven members appointed in accordance with section 2-210 to serve three years terms, such terms to coincide with the council position making the appointment and two alternates shall also be appointed by the mayor and mayor pro tem, one each. The two alternates shall also serve the term coinciding with the council position making the appointments. Vacancies shall be filed for an unexpired term in the manner in which the original appointments are required to be made. (Ordinance 06-08, adopted February 7, 2006)

APPLICANT'S NAME: Curtis Hawkins

BOARD NAME(S): Parks & Recreation
Advisory Board

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

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: 2021 (LEFT IN 2015, RETURNED IN 2021)
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: 6/2021
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:

PARKS

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

Parks and Recreation Advisory Board meets on the fourth Thursday at 5:30 p.m. each month if there are items pending the Board's review. The Board's duties are to recommend to the city council policies and programs for the advancement and betterment of city parks and recreation; to render to the city manager recommendations concerning the annual budget of the parks and recreation department for presentation to the city council; to make recommendations to the city council regarding proposed parks facilities and recreation programs, encourage public interest in parks facilities and recreation programs and solicit the cooperation of public and private agencies in the advancement of city parks and recreation; to make recommendations through the city manager to the city council regarding special requests for use of public parks or facilities; and to make recommendations through the city manager to the city council regarding the use of donations, legacies or requests made to the city for the furtherance of city park facilities. All members must reside within the city limits. The Board consists of seven members that serve a three-year term. The Parks Manager is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified? YES NO DISCRETION OF THE COUNCIL

NOTES: _____

CITY OF LOCKHART
ADVISORY BOARD/COMMISSION QUESTIONNAIRE/APPLICATION

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

1. PERSONAL INFORMATION

Full Legal Name		Curtis Jordan Hawkins		Preferred Name		Curtis Hawkins	
Physical Home Address							
105A Mockingbird Lane,							
Mailing Address (if different)							
City		Lockhart		State		Texas	
				Zip		78644	
Home Phone				Work Phone			
Mobile Phone				512-200-2005			
Email Address							
Date of Birth		/ /					

2. AREAS OF INTEREST

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

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

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

Interest and Experience Statement – Parks & Recreation Advisory Board

As a lifelong Lockhart resident, I'm passionate about creating and sustaining spaces that support families, youth, and community connection. My interest in serving on the Parks & Recreation Advisory Board comes from years of experience as a coach and mentor to young people in our area. Through this work, I've seen firsthand how access to well-maintained parks, fields, and recreational programming can shape lives—building confidence, leadership, and healthy habits.

In addition to coaching, I've helped organize local athletic events and have worked closely with youth and parents to promote participation, teamwork, and personal growth. I bring a strong understanding of the needs and potential of our parks system from both a user and mentor perspective. I'd be honored to contribute to planning and decision-making that keeps Lockhart's recreational spaces inclusive, vibrant, and accessible to all.

3. BOARD MEMBER QUALIFICATIONS

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

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

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

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

Certification of Applicant

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



- Curtis Hawkins

Applicant's Signature

05/05/2025

Date

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

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

Phone: 512.398.3461
jbowermon@lockhart-tx.org

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: May 20, 2025

AGENDA ITEM CAPTION: Announcement of nomination of Justin Wells to the Lockhart Economic Development Corporation by Councilmember John Lairsen for a term to expire in November 2026.

ORIGINATING DEPARTMENT AND CONTACT: Council - John Lairsen

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Councilmember John Lairsen has nominated Justin (JJ) Wells to be appointed to the Lockhart Economic Development Corporation.

After reviewing the application, Mr. Wells meets the qualifications to serve on a city board.

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

This item is the announcement of nomination. If the Council should move to appoint Mr. Wells to the board, action of appointment will occur during a subsequent Council meeting.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: LEDC Roster, Justin Wells application - LEDC, .

ECONOMIC DEVELOPMENT CORPORATION
(1/2 CENT SALES TAX)
Two Year Terms

First	Last	Address1	Council Member	Date Appt	Exp
Doug	Foster	1314 Clearfork St.	Jeffry Michelson	12/6/2022	2026
Alan	Fielder	410 Connolly Circle	Mayor White	1/19/2021	2026
Juan	Alvarez, Jr.	600 Pearl	Juan Mendoza	12/21/2021	2022
Alfredo	Munoz	1201 Plum St.	Angie Sanchez	1/7/2020	2022
Frank	Estrada	407 W. China St.	Brad Westmorel and	2/4/2020	2022
Yolanda	Strey	505 Blakes Cove	David Bryant	9/6/2022	2022
Vacant			John Lairsen		

Economic Development Director - staff liaison

BOARD QUALIFICATION CHECKLIST

DATE RECEIVED: MAY 5 2025APPLICANT'S NAME: Justin WellsBOARD NAME(S): LEDC, Parks & Recreation Advisory Board,
and Planning & Zoning Commission

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

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: 2020
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: 2020
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:

LEDC

Y or N City Resident?
Y or N If no, Caldwell County resident?

Lockhart Economic Development Corporation meets on the second Monday at 6:30 p.m. each month. The Board assists in financing the Lockhart Capital Improvement Plan as adopted by the City of Lockhart, shall establish an enterprise fund for approved projects pursuant to the Lockhart Capital Improvement Plan, and shall annually submit a Multi-Year Financial Plan to the City Council. The Board provides economic development assistance from entrepreneurs to large corporations and from retail to manufacturing companies such as property tax abatements. The Board consists of seven directors that serve a two-year term. The Economic Development Director is the staff liaison.

PARKS

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

Parks and Recreation Advisory Board meets on the fourth Thursday at 5:30 p.m. each month if there are items pending the Board's review. The Board's duties are to recommend to the city council policies and programs for the advancement and betterment of city parks and recreation; to render to the city manager recommendations concerning the annual budget of the parks and recreation department for presentation to the city council; to make recommendations to the city council regarding proposed parks facilities and recreation programs, encourage public interest in parks facilities and recreation programs and solicit the cooperation of public and private agencies in the advancement of city parks and recreation; to make recommendations through the city manager to the city council regarding special requests for use of public parks or facilities; and to make recommendations through the city manager to the city council regarding the use of donations, legacies or requests made to the city for the furtherance of city park facilities. All members must reside within the city limits. The Board consists of seven members that serve a three-year term. The Parks Manager is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified? YES NO DISCRETION OF THE COUNCIL

NOTES: P 32 = CURRENTLY NO VACANCIES

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

1. PERSONAL INFORMATION

Full Legal Name Justin Wells		Preferred Name JJ Wells	
Physical Home Address 1007 West Live Oak			
Mailing Address (if different)			
City Lockhart	State Texas		Zip 78644
Home Phone:		Work Phone	
Mobile Phone			
Email Address			
Date of Birth			

2. AREAS OF INTEREST

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

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

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

I am an attorney experience with local city and county governmental procedures and policies.

3. BOARD MEMBER QUALIFICATIONS

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Certification of Applicant

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

 _____

5/5/2025

Date

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

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

Phone: 512.398.3461
FAX: 512.398.510
jbowermon@lockhart-tx.org



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:

