

PUBLIC NOTICE

**City of Lockhart
Historical Preservation Commission
5:30 p.m. Wednesday, March 4, 2026
Municipal Building – Glosserman Room
308 West San Antonio Street**

AGENDA

1. Call meeting to order.
2. Citizen comments not related to an agenda item.
3. Consider the minutes of the February 4, 2026 meeting.
4. CFA-26-02. Consider a request by Don O’Neil for approval of a Certificate for Alteration for a window sign on part of Lot 4, Block 22, Original Town of Lockhart, on property zoned CCB (Commercial Central Business), and located at 119 North Main St.
5. CFA-26-03. Consider a request by Terry Black for approval of a Certificate for Alteration for various exterior improvements as revisions to previously-approved improvements on part of Lot 6, Block 19, Original Town of Lockhart, on property zoned CCB (Commercial Central Business), and located at 119 South Main St.
6. Discuss the Request for Proposals for the proposed repair or restoration project to the exterior of the Eugene Clark Library.
7. Presentation and discussion on the West End Strategic Development Initiative.
8. Discuss the date and agenda of the next meeting, including Commission requests for agenda items.
9. Adjournment.

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, at 3:30 p.m. on the 26th day of February, 2026.

City of Lockhart
Historical Preservation Commission
February 4, 2026

MINUTES

Members Present: Kevin Thuerwaechter, Ron Faulstich, Jerry Haug, Marcia Proctor, Frank Gomillion

Members Absent: Christine Ohlendorf, Ray Ramsey

Staff Present: Kevin Waller, Betzy Torres, David Fowler, Fatema Akter

Public Present: Jessica Harrison (applicant, Agenda Item 4)

1. Call meeting to order. Chair Thuerwaechter called the meeting to order at 5:30 p.m.
2. Citizen comments not related to an agenda item. None
3. Consider the minutes of the January 7, 2026, meeting.

Commissioner Faulstich moved to approve the minutes as presented. Commissioner Haug seconded; the motion passed by a vote of 5-0.

4. CFA-26-01. Consider a request by Jessica Harrison for approval of a Certificate for Alteration for a window sign and hanging wall sign on Lot 2, Block 23, Original Town of Lockhart, on property zoned CCB (Commercial Central Business), and located at 111 East San Antonio St.

Planning Staff Kevin Waller came forward to present the staff report to the Commission. The report included case maps and photos of the subject property. He stated that the applicant proposes a window sign and a hanging sign for a new retail business, **Fringe House Vintage**, located in the former "Cult of Happy" storefront. The signage includes a vinyl window sign on the front door and a wooden hanging sign displaying the business name. An additional small hours-of-operation sign will be installed and is exempt from permitting requirements. Staff recommends approval of the Certificate for Alteration, with a condition requiring a minimum 7-foot clearance above the public sidewalk for the hanging sign.

Chair Thuerwaechter asked if the Commissioners had any questions for staff or the applicant. There were no questions for either.

Commissioner Gomillion moved to approve CFA-26-01, with Staff's condition. Commissioner Haug seconded; the motion passed by a vote of 4-0 with Commissioner Faulstich abstaining.

5. Consider a recommendation to the City Council for the proposed text amendments to Sections 28-10(d), 28-10(e)(3), and 28-11(b)(3) of the Historic Districts and Landmarks Ordinance.

Mr. Waller shared that the Commission is considering ordinance amendments related to ordinary maintenance in Historic Districts and on City-designated Historic Landmarks. Proposed changes would allow repainting of previously painted exterior surfaces to include changes in color shade (but not entirely new colors) without requiring a Certificate for Alteration, and would clarify inconsistencies in the ordinance, while confirming that no city permit is required for painting or repainting. Repainting to a completely different color would still require approval. Additionally, an amendment is proposed to allow the use of composite, wood-like materials to replace painted exterior wood surfaces without a Certificate for Alteration, provided the new material is painted or colored to match the original. The Commission will vote on these amendments and make a recommendation to City Council, which will make the final decision.

Commissioner Faulstich asked if the option to paint unpainted brick through a Certificate for Alteration approval can be removed, and thereby prohibited.

Mr. Fowler stated that Section 28-10 (e)(3) does read as a prohibition on painting unpainted brick, but it can allow the applicant to apply for a Certificate for Alteration, and it is up to the Commission to approve or deny.

Mr. Faulstich stated that he does not agree with that, due to the applicant still being able to take it to City Council if they get a denial from the Commission.

The Commissioners agreed that the proposed text amendments will help to clean up the current language, and would like Staff to share with City Council that future updates to the Ordinance may be necessary in order to maximize preservation efforts.

Commissioner Proctor moved to recommend approval of the proposed text amendments to the City Council. Commissioner Gomillion seconded; the motion passed by a vote of 5-0.

6. Discuss the funding status for City-designated historic landmark plaques.

Mr. Waller explained that there is no specific earmarked budget for the plaques, but there are funds from the Planning Department's printing and materials budget that could be utilized for a few plaques at this time. They will need a design to be chosen first, determine the costs, and then approach the Landmark owners who are interested in one. Mr. Waller reminded the Commission to update Staff on which Landmark owners would like a plaque.

Commissioner Faulstich stated that it would be more affordable if they ordered in bulk of the same type. He offered to assist with a couple design mockups.

7. Discuss the date and agenda of the next meeting, including Commission requests for agenda items.

Mr. Waller stated that the next regularly scheduled meeting will be held on March 4th, 2026, with one application submitted to date.

8. Adjournment.

Commissioner Faulstich moved to adjourn the meeting, and Commissioner Proctor seconded. The motion passed by a vote of 5-0, and the meeting adjourned at 6:24 p.m.

Approved: _____
(date)

Betzy Torres, Recording Secretary

Kevin Thuerwaechter, Chairman



CFA-26-02

119 N MAIN ST

WINDOW SIGN



SUBJECT PROPERTY



ZONING BOUNDARY

Scale 1" = 100'



STAFF REPORT

CERTIFICATE FOR ALTERATION

CASE SUMMARY

STAFF: Kevin Waller, Historical Preservation Officer/Senior Planner *KW* CASE NUMBER: CFA-26-02
REPORT DATE: February 25, 2026
MEETING DATE: March 4, 2026
APPLICANT'S REQUEST: Window Sign
STAFF RECOMMENDATION: **Approval**
CONDITIONS: None

BACKGROUND DATA

APPLICANT: Don O'Neil
OWNER: Kent Black, KBCB Investments, LLC
SITE LOCATION: 119 N. Main St.
LEGAL DESCRIPTION: Part of Lot 4, Block 22, Original Town of Lockhart
EXISTING USE OF PROPERTY: Commercial
PROPOSED USE OF PROPERTY: Same
ZONING CLASSIFICATION: CCB (Commercial Central Business)

ANALYSIS OF ISSUES

PROJECT DESCRIPTION: A new vinyl sign was recently placed in the main display window of The Attic business establishment on the subject property, prior to the submission of Sign Permit and Certificate for Alteration applications and approval by the Commission. This sign is located at the top of the window, and reads in an all-caps font: "ART + FASHION + ANTIQUES + UNIQUE FINDS." The sign text is gold in color and surrounded by a black background. Other signage, a front door replacement, and the covering of clerestory windows were approved by the Commission for the property in May 2025 (CFA-25-12).

COMPATIBILITY: The window sign will not detract from the character of the Courthouse Square Historic District, as it maintains a consistent aesthetic with other signs on the building that were previously approved by the Commission. The building was constructed in 1900, according to Caldwell County Appraisal District records.

COMPLIANCE WITH STANDARDS: The sign complies with the Sign Ordinance, and the required Sign Permit is subject to approval of this Certificate for Alteration. It should be noted that the Sign Permit will be subject to a double-fee, since the sign was placed prior to approval.

ALTERNATIVES: None necessary.



Sign
 ← 1 1/2' Tall
 by
 6.9' wide
 3.46
 square
 feet

Window banner: Add self adhesive window banner 6" tall x 84" wide across top of display window "ART * FASHION * ANTIQUES * UNIQUE FINDS".

The Attic Lockhart, Inc.
 services@theatticlockhart.com
 (512) 795-4269

REC: XXXXXX	MM/DD/YY
PROJECT LEAD: XXXXXXXX	MM/DD/YY
PROJECT LEAD: XXXXXXXX	MM/DD/YY
DRAWN BY: XXXXXXXX	MM/DD/YY
ROLE	CHECK DATE

The Attic
 119 N. Main St
 Proposed Signage

DRAWING NO:
 1 of 1

DATE	REVISION



Lockhart TEXAS

CERTIFICATE FOR ALTERATION APPLICATION

CFA-2602

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

APPLICANT / PROPERTY OWNER

APPLICANT NAME Don O'Neil

ADDRESS 119 N Main St

DAY-TIME TELEPHONE 702-496-1842

Lockhart, TX 78644

E-MAIL don@theatticlockhart

OWNER NAME Kent Black

ADDRESS 119 N. Main St.

DAY-TIME TELEPHONE 512-565-9283

Lockhart, TX 78644

E-MAIL kent@blacksbbq.com

PERSON DOING WORK Don O'Neil

ESTIMATED COST \$60

PROPERTY

LEGAL DESCRIPTION Original Town of Lockhart, Block 22, Part of Lot 4

ADDRESS 119 N. Main St, Lockhart TX 78644. ZONING CLASSIFICATION CCB

GENERAL INFORMATION

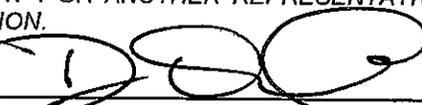
An approved Certificate for Alteration (CFA) is required by City Code for all signage, construction, alteration, or modification of property designated as Historic, if such activities will change the architecture, design, finishes, or outward appearance of a building, structure, object, site, area, or district, as viewed from the exterior (Ord. 93-19, Sec. 11 and 12). A CFA is also required for interior work affecting load-bearing walls. A City Sign Permit and/or City Building Permit may also be required by City Code. **Only fully completed applications will be accepted.**

PROJECT DESCRIPTION AND ATTACHMENTS

PLEASE INCLUDE PHOTOS OF THE PROJECT AREA WITH THE APPLICATION, AS WELL AS A DIAGRAM(S) OF THE PROPOSED WORK WITH DIMENSIONS, MATERIALS, METHOD OF ATTACHMENT TO THE BUILDING (IF APPLICABLE), TECHNICAL SPECIFICATIONS, ETC. THE DIAGRAM MAY BE HAND-DRAWN. ALL ATTACHMENTS MUST BE IN 8.5" X 11" FORMAT. PROVIDE A DESCRIPTION OF THE PROPOSED WORK HERE:
Add self adhesive vinyl banner across top of window "ART * FASHION * ANTIQUES * UNIQUE FINDS" 6" tall x 83" wide. Total area of 3.46 Sq Ft.

APPLICATION FEE OF \$50.00, payable to the City of Lockhart Receipt Number: R01433491

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.

APPLICANT SIGNATURE  DATE 2/2/26

PROPERTY OWNER SIGNATURE  DATE 2/2/26

HISTORICAL PRESERVATION COMMISSION APPROVAL _____ DATE _____

CERTIFICATE FOR ALTERATION- SCOPE OF WORK QUESTIONNAIRE

This form must be completed by the applicant for a Certificate for Alteration. The Lockhart Historical Preservation Officer (HPO) shall independently verify all information provided on the application and attached questionnaire. The HPO shall review the application and this questionnaire in an expedient manner and notify the applicant of the outcome of the review. Additional information may be needed to complete the application and review process. Final review and action on the application for the Certificate for Alteration by the Lockhart Historical Preservation Commission in a public meeting is required. Any required explanations to answers given shall be attached. The proposed improvements represented on this application will be the limit of construction and alteration work undertaken.

Construction shall not begin prior to authorization by the approval of the Certificate for Alteration.

Yes No Verified

SCOPE OF WORK QUESTIONS

Section One

X ___ KW
 X ___ KW
 X ___ KW
 ___ X KW

1. Is this application for construction or alteration on or at a property which is in a Historic District or a City-designated Historic Landmark? What is its zoning designation? CCB
 Check one: Historic Landmark ___ Historic District X
2. Is this application for any construction or alteration work that is **NOT** described or defined as ordinary maintenance of a historic property? Is it more than limited "Ordinary Maintenance"?
3. Will the construction or alteration covered by this application include any work visible from the exterior of the property?
4. Will the construction or alteration covered by this application remove or physically change any structural elements of the property (i.e. interior or exterior load-bearing walls, columns, posts, foundations, footings, etc.)?

Section Two

___ X KW
 ___ X KW
 X ___ KW
 ___ X KW

1. Is the construction or alteration covered by this application considered an emergency repair of sudden, accidental, or unforeseen property damage? When did damage occur? _____
2. Is the construction or alteration covered by this application considered necessary to correct a circumstance that endangers a building, business, owner, or the public?
3. Is the construction or alteration covered by this application considered permanent, to be in place more than 90 days? (A temporary construction or alteration is required to be removed within 90 days and the property is to be returned to the original or agreed upon condition.)
4. Has a permit been issued for any of the proposed work? Date: _____ Permit No. _____
 Has any work actually started? ___ Describe: Sign is already in place.

Section Three

X ✓ KW
 ___ X KW
 ___ X KW
 ___ X KW
 X ___ KW

1. Will the construction or alteration covered by this application make a physical change to any design elements, features, or finishes visible from the exterior of the property?
2. Will the construction or alteration covered by this application repair or replace an element of the building or property with a material different from the original material of that element?
3. Will the construction or alteration covered by this application include painting exterior surfaces that have not been previously painted?
4. Does the construction or alteration covered by this application include demolition or removal of any part or element of the property visible from the exterior of the property?
5. Will the construction or alteration covered by this application make any change in the appearance of the property as viewed from the exterior of the property?

Scope of Work Questions Verified By: Kevin Waller

Date of Verification: 2/25/26

Certificate No. CFA-26-02 Date Submitted 2/14/26

Please Note: A Certificate for Alteration is valid for a period concurrent with the Building Permit granted for the proposed work, or a period not to exceed 18 months.

SIGN PERMIT APPLICATION
SP - 26 -

CITY OF
Lockhart
TEXAS

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

CONTRACTOR/OWNER

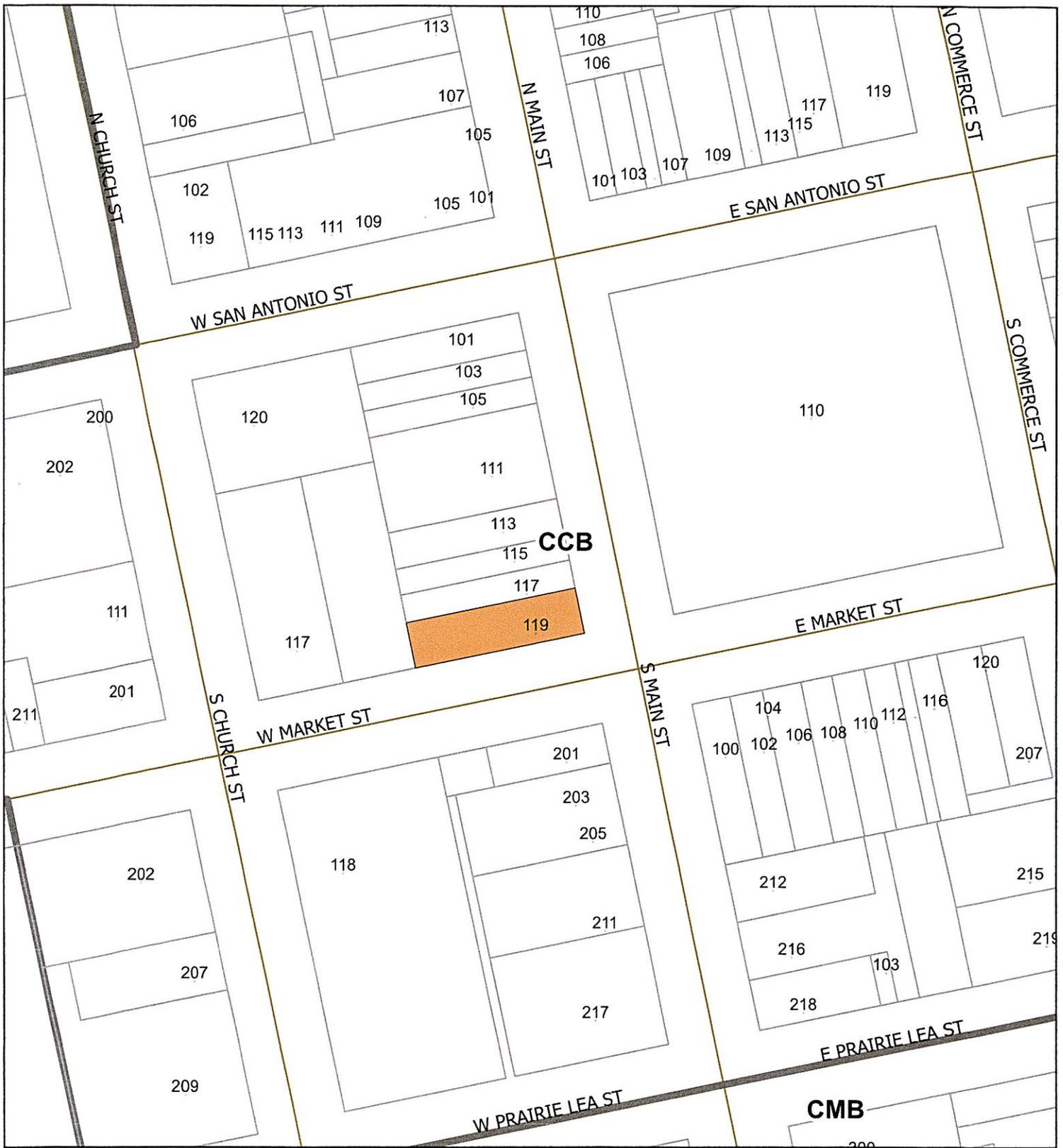
CONTRACTOR NAME Don O'Neil LICENSE NO. N/A
 DAY-TIME TELEPHONE 702-496-1842 ADDRESS 119 N. MAIN ST
 E-MAIL don@freatticlockhart.com Lockhart, TX 78644
 OWNER NAME Kent Black ADDRESS 119 N. Main St.
 DAY-TIME TELEPHONE 512-565-9283 Lockhart, TX 78644
 E-MAIL kent@blackspbo.com

PROPERTY

ADDRESS OR GENERAL LOCATION 119 N. MAIN ST
 ZONING CLASSIFICATION CB HISTORIC LANDMARK OR DISTRICT (Y/N) Y
 NUMBER OF STREET FRONTAGES (Property lines abutting a public street) 1
 PRINCIPAL USE OF LAND AND/OR BUILDINGS ON THE SITE RETAIL
 NAME OF BUSINESS TO OWN OR USE PROPOSED SIGN The Attic

REQUESTED PERMIT

PROPOSED CONSTRUCTION (Check all that apply) ON-PREMISE OFF-PREMISE
 NEW SIGN STRUCTURAL REPAIR STRUCTURAL ALTERATION/RELOCATION
 TYPE OF SIGN PROPOSED (Check all that apply) - window -
 WALL MARQUEE
 LOW PROFILE MEDIUM PROFILE HIGH PROFILE
 INSTITUTIONAL DEVELOPMENT ENTRANCE RESIDENTIAL IDENTIFICATION



CFA-26-03

119 S MAIN ST

VARIOUS EXTERIOR IMPROVEMENT



SUBJECT PROPERTY



ZONING BOUNDARY

Scale 1" = 100'

STAFF REPORT

CERTIFICATE FOR ALTERATION

CASE SUMMARY

STAFF: Kevin Waller, Historical Preservation Officer/Senior Planner *KW* CASE NUMBER: CFA-26-03
REPORT DATE: February 26, 2026
MEETING DATE: March 4, 2026
APPLICANT'S REQUEST: Various exterior improvements (see details below)
STAFF RECOMMENDATION: ***Approval of certain project elements, and denial of other elements (see Compatibility section, below)***
CONDITIONS: None

BACKGROUND DATA

APPLICANT: Terry Black
OWNER: 119 Corner Main, LLC
SITE LOCATION: 119 S. Main St.
LEGAL DESCRIPTION: Part of Lot 6, Block 19, Original Town of Lockhart
EXISTING USE OF PROPERTY: Vacant commercial building
PROPOSED USE OF PROPERTY: Commercial
ZONING CLASSIFICATION: CCB (Commercial Central Business)

ANALYSIS OF ISSUES

PROJECT DESCRIPTION: The applicant proposes revisions to certain elements of the previously approved enhancements to the future Big Bob's Bowling & Billiards business on the subject property. The Commission approved multiple improvements to the property in November 2024 (CFA-24-13), as well as in January 2026 (CFA-25-29). The proposed revisions pertain to elements of the 2024 approval, and are as follows: (1) painting portions of the property's South Main Street (east façade), West Market Street (south façade), and rear (west) façade a teal color, in place of the originally approved dark green; (2) painting the approximate north third of the South Main Street façade a dark red color, in place of the originally approved dark blue; (3) utilization of an alternating, red-to-clear, checkerboard-pattern glass block within two windows on the north portion of the South Main Street façade, in place of the approved, all-clear glass block; (4) the filling in of an existing archway on the west end of the West Market Street façade with brick and painting to match the color scheme, in place of the approved glass-block window; (5) painting the originally approved planters along the sidewalk against the Market Street façade the same new teal color as noted above, in place of the originally approved gray-green shade; (6) revising the design pattern of the originally approved awning at the west end of the West Market Street façade from the approved black checkerboard pattern to a vertical-stripe pattern with shades of light teal, gray, white, and red; (7) the painting of a horizontal, pink pinstripe beneath the Market Street awning, in place of the originally approved black pinstripe; (8) the painting of the wall sections beneath the pink pinstripe in orange and teal colors, in place of the approved dark green; (9) the utilization of a brown frame around the side door glass beneath the Market Street awning, in place of the approved black frame; (10) the relocation of the approved rear entry door on the west façade from the center archway to the next archway to the right, as one faces the rear of the building; and (11) the relocation of the vertical sign reading "SMOKO LOCO" from the originally approved upper portion of the center panel beneath the Market Street awning, in a black font, to the lower portion of the panel within the orange painted section, in a white font with black outline. It should be noted that

most of these revisions have either already been completed on the building or are nearing completion, prior to submission of the Certificate for Alteration application and approval by the Commission. Work has not begun, however, on the awning, planters, Smoko Loco sign, or side entry door on West Market Street, or on the entry door on the rear façade. Please refer to the photos and visual mockups included with your agenda packet materials.

COMPATIBILITY: Staff has determined that some of the proposed revisions will in fact detract from the character of the Courthouse Square Historic District, and recommends denial of the following project elements: (1) the painting of the three wall facades to a teal color, which is not compatible with the predominantly darker, more earth-toned shades of the District; (2) utilization of the alternating red-to-clear, checkboard-pattern glass block on the South Main Street façade, which is not historic in nature; (3) revising the awning design pattern along the Market Street façade to one which includes light teal colors not appropriate to a Historic District; (4) painting of the two planters along Market Street to the same teal color now proposed for the three wall facades; (5) the painting of a pink pinstripe beneath the Market Street awning, a color not appropriate to the District; and (6) the painting of the wall sections beneath the pink pinstripe in orange and teal colors, also not appropriate to the District.

Staff does find the following project element revisions compatible with the character of the Historic District, and recommends approval: (1) painting the approximate north third of the Main Street façade to a dark red color; (2) the filling in of an existing archway on the west end of the Market Street façade with brick and painting to match the color scheme; (3) the relocation of the rear entry door on the west façade; (4) the utilization of a brown frame around the side door glass beneath the Market Street awning; and (5) the relocation of the Smoko Loco sign.

COMPLIANCE WITH STANDARDS: Although there are no design guidelines in the Historic Districts and Landmarks Ordinance for the proposed improvement revisions, the improvements are subject to approval of this Certificate for Alteration, and building permits as necessary.

ALTERNATIVES: Staff concludes that the project elements recommended for denial should revert back to their originally approved configurations. This includes the following: (1) the painting of portions of the three wall facades to the originally approved dark green color, in place of the now-proposed teal color; (2) utilization of the approved clear glass-block window design on the South Main Street façade, in place of the proposed alternating red-and-clear pattern; (3) reverting the awning design pattern along the Market Street façade back to the approved black checkerboard pattern, instead of the proposed multicolor stripes; (4) painting of the two planters along Market Street to the approved gray-green color, instead of teal; (5) the painting of the horizontal pinstripe beneath the Market Street awning in the approved black color, in place of the now-proposed pink color; and (6) the painting of the wall sections beneath the pinstripe in the approved dark green color, in place of the proposed orange and teal colors.



COPPER ROOFING MATERIAL TO REMAIN AS-IS W/ EXISTING PATINA

INFILL OPENINGS W/ CHECKERED CLEAR AND RED GLASS BLOCK PATTERN

SHERWIN WILLIAMS - RED

MOVE STAIR ENTRY TO ADJACENT EXISTING OPENING

SHERWIN WILLIAMS - TEAL

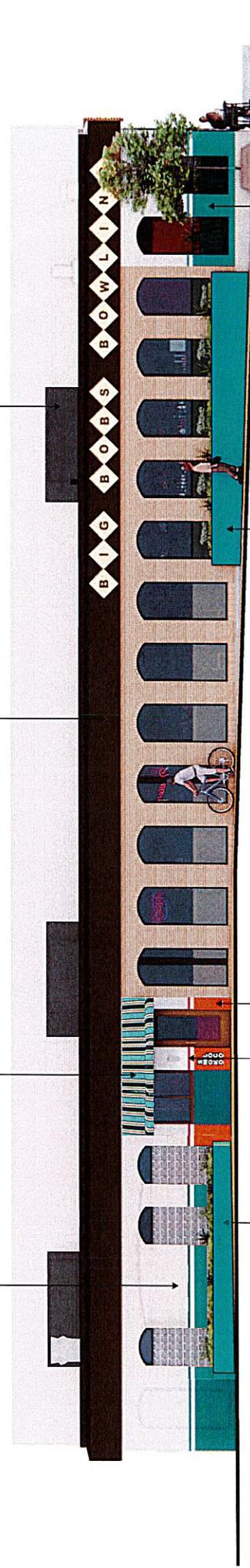
S. Main St. Facade - Railing Scheme

INFILL EXISTING OPENING WITH BRICK DUE TO EXISTING
STRUCTURAL STEEL COLUMN PREVENTING GLASS
BLOCKS TO FIT AND PAINT TO MATCH COLOR SCHEME

NEW FABRIC AWNING -
SUNBRELLA TOKEN SURF-SIDE

COPPER ROOFING MATERIAL TO
REMAIN AS-IS W/ EXISTING PATINA

NEW RTU SCREENS (X3) - REFER TO
PREVIOUSLY APPROVED APPLICATION



W. Market St. Elevation

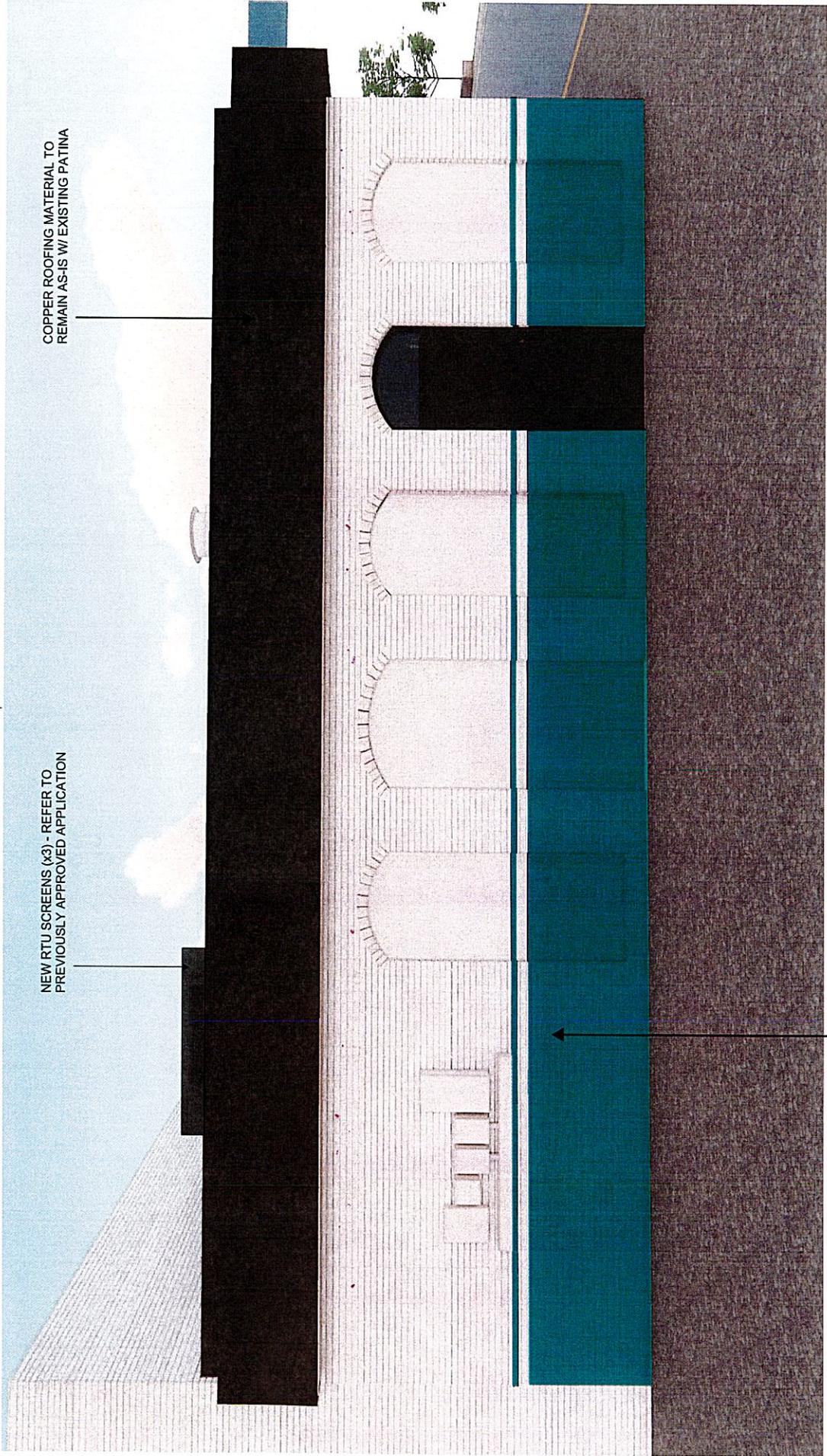
NEW PLANTER PAINTED -
SHERWIN WILLIAMS -
TEAL

SHERWIN WILLIAMS -
PINK

SHERWIN WILLIAMS -
ORANGE

NEW PLANTER PAINTED
SHERWIN WILLIAMS -
TEAL

SHERWIN WILLIAMS -
TEAL



NEW RTU SCREENS (x3) - REFER TO
PREVIOUSLY APPROVED APPLICATION

COPPER ROOFING MATERIAL TO
REMAIN AS-IS W/ EXISTING PATINA

SHERWIN WILLIAMS -
TEAL

Alley Facade

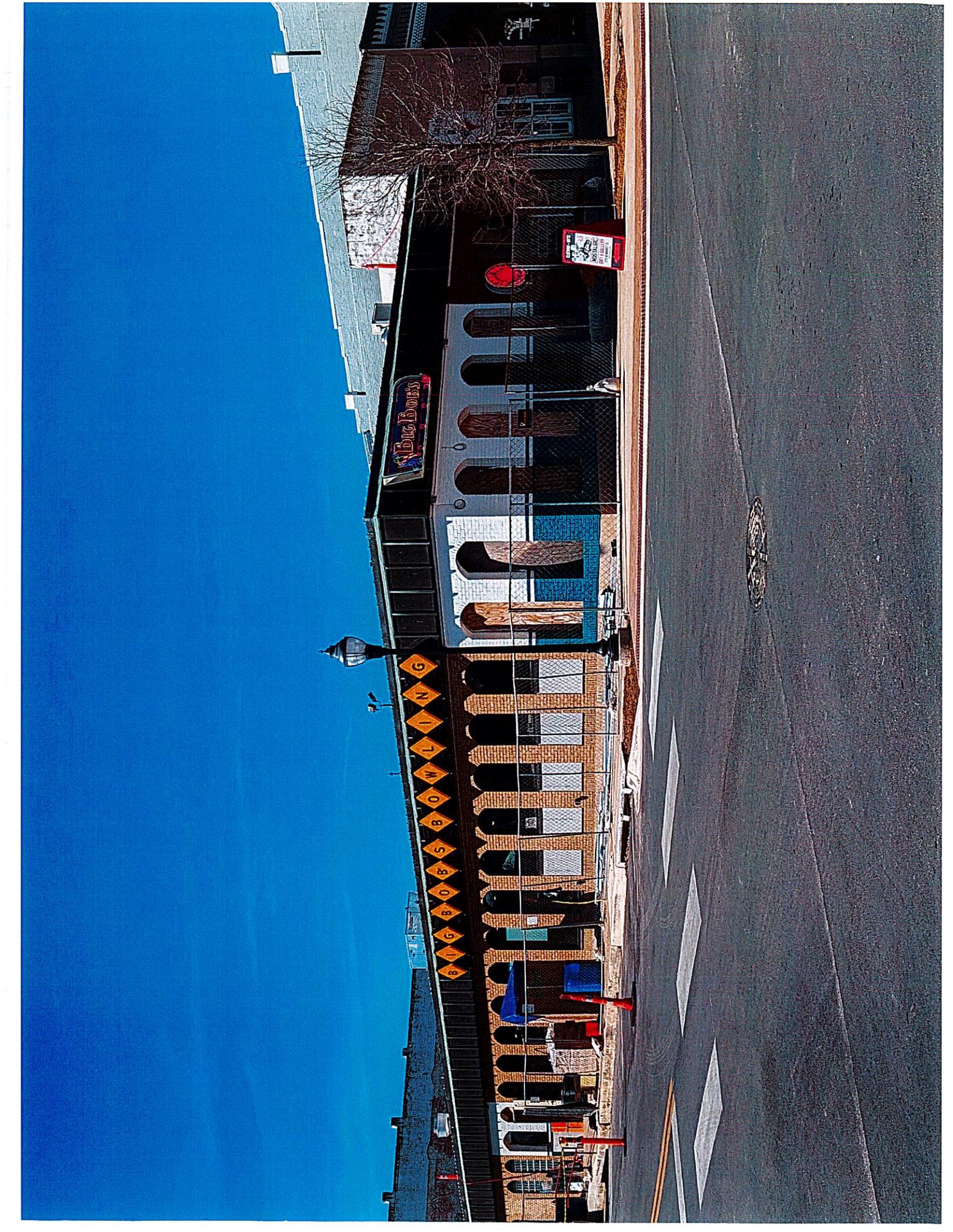


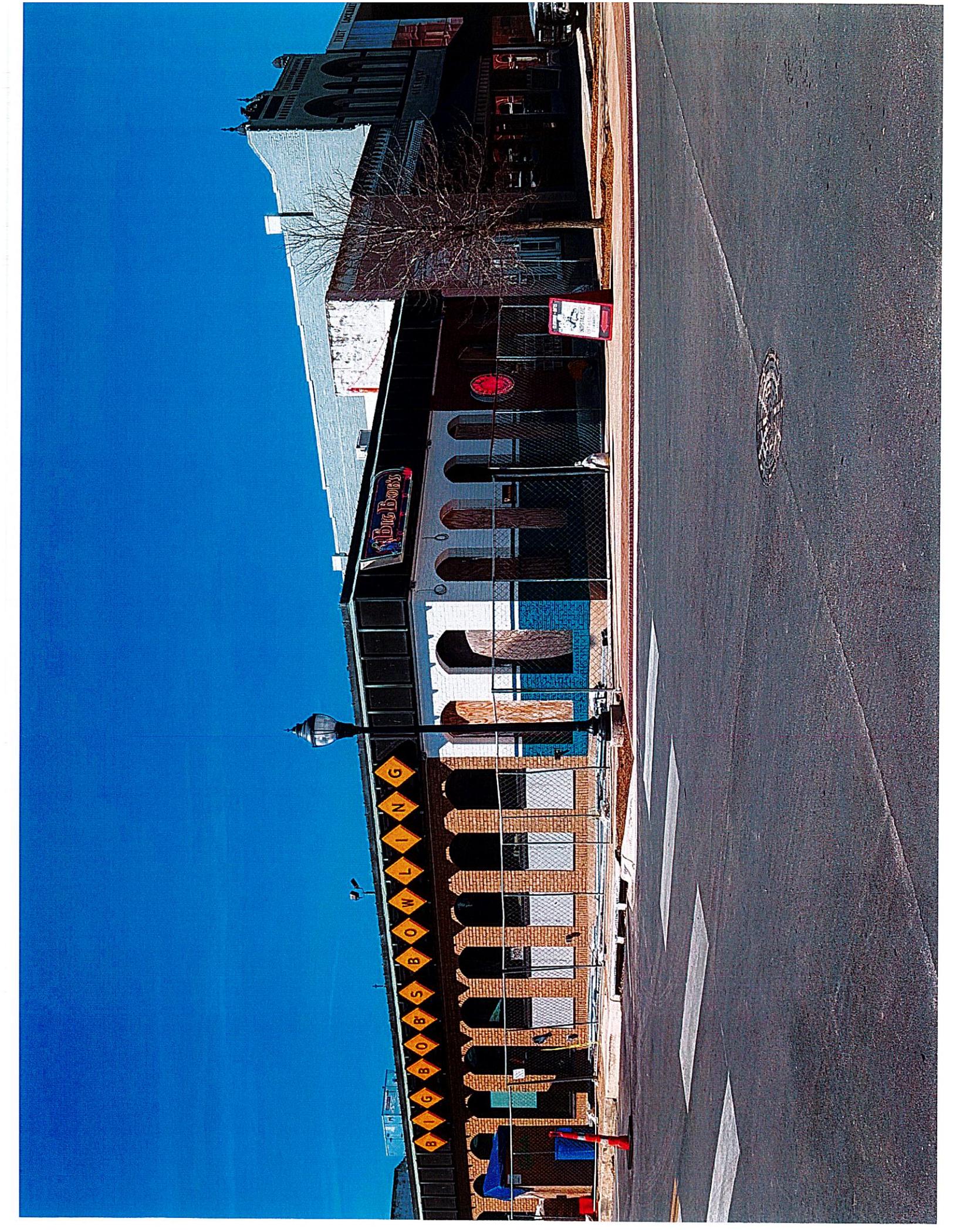


HOOK-N-HAUL
HNH
512-876-0271











Lockhart TEXAS

CERTIFICATE FOR ALTERATION APPLICATION CFA-26.03

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

APPLICANT / PROPERTY OWNER

APPLICANT NAME <u>Terry Black</u>	ADDRESS <u>106 East Walnut st</u>
DAY-TIME TELEPHONE <u>512-376-8840</u>	<u>Lockhart, Texas 78644</u>
E-MAIL <u>terry@blackfamilyinvestments.com</u>	
OWNER NAME <u>119 Corner Main st LLC/ Big boys</u>	ADDRESS <u>119 S. Main st</u>
DAY-TIME TELEPHONE <u>512-376-0314</u>	<u>Lockhart, Texas 78644</u>
E-MAIL <u>mike@blackfamilyinvestments.com</u>	<u>#250411003</u>
PERSON DOING WORK <u>Novo Construction</u>	ESTIMATED COST <u>1.2 million total</u>

PROPERTY

LEGAL DESCRIPTION Part of Lot 6, Block 19, Original Town of Lockhart
 ADDRESS 119 S Main St, Lockhart, Texas 78644 ZONING CLASSIFICATION CCB

GENERAL INFORMATION

An approved Certificate for Alteration (CFA) is required by City Code for all signage, construction, alteration, or modification of property designated as Historic, if such activities will change the architecture, design, finishes, or outward appearance of a building, structure, object, site, area, or district, as viewed from the exterior (Ord. 93-19, Sec. 11 and 12). A CFA is also required for interior work affecting load-bearing walls. A City Sign Permit and/or City Building Permit may also be required by City Code. **Only fully completed applications will be accepted.**

PROJECT DESCRIPTION AND ATTACHMENTS

PLEASE INCLUDE PHOTOS OF THE PROJECT AREA WITH THE APPLICATION, AS WELL AS A DIAGRAM(S) OF THE PROPOSED WORK WITH DIMENSIONS, MATERIALS, METHOD OF ATTACHMENT TO THE BUILDING (IF APPLICABLE), TECHNICAL SPECIFICATIONS, ETC. THE DIAGRAM MAY BE HAND-DRAWN. ALL ATTACHMENTS MUST BE IN 8.5" X 11" FORMAT. PROVIDE A DESCRIPTION OF THE PROPOSED WORK HERE:
Facade material / color change request on the Main Street and Market Street elevations and the
on the rear (west) facade.

APPLICATION FEE OF \$50.00, payable to the City of Lockhart Receipt Number: R01438178

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.

APPLICANT SIGNATURE <u>Terry W. Black</u>	DATE <u>2-24-26</u>
PROPERTY OWNER SIGNATURE <u>Terry W. Black</u>	DATE <u>2-24-26</u>
HISTORICAL PRESERVATION COMMISSION APPROVAL _____	DATE _____

CERTIFICATE FOR ALTERATION- SCOPE OF WORK QUESTIONNAIRE

This form must be completed by the applicant for a Certificate for Alteration. The Lockhart Historical Preservation Officer (HPO) shall independently verify all information provided on the application and attached questionnaire. The HPO shall review the application and this questionnaire in an expedient manner and notify the applicant of the outcome of the review. Additional information may be needed to complete the application and review process. Final review and action on the application for the Certificate for Alteration by the Lockhart Historical Preservation Commission in a public meeting is required. Any required explanations to answers given shall be attached. The proposed improvements represented on this application will be the limit of construction and alteration work undertaken.

Construction shall not begin prior to authorization by the approval of the Certificate for Alteration.

Yes No Verified

SCOPE OF WORK QUESTIONS

Section One

- | | | | |
|------------|------------|-----------|--|
| <u>X</u> | <u> </u> | <u>KW</u> | 1. Is this application for construction or alteration on or at a property which is in a Historic District or a City-designated Historic Landmark? What is its zoning designation? <u>CEB</u>
Check one: Historic Landmark <u> </u> Historic District <u>X</u> |
| <u>X</u> | <u> </u> | <u>KW</u> | 2. Is this application for any construction or alteration work that is NOT described or defined as ordinary maintenance of a historic property? Is it more than limited "Ordinary Maintenance"? |
| <u>X</u> | <u> </u> | <u>KW</u> | 3. Will the construction or alteration covered by this application include any work visible from the exterior of the property? |
| <u> </u> | <u>X</u> | <u>KW</u> | 4. Will the construction or alteration covered by this application remove or physically change any structural elements of the property (i.e. interior or exterior load-bearing walls, columns, posts, foundations, footings, etc.)? |

Section Two

- | | | | |
|------------|------------|-----------|---|
| <u> </u> | <u>X</u> | <u>KW</u> | 1. Is the construction or alteration covered by this application considered an emergency repair of sudden, accidental, or unforeseen property damage? When did damage occur? <u> </u> |
| <u> </u> | <u>X</u> | <u>KW</u> | 2. Is the construction or alteration covered by this application considered necessary to correct a circumstance that endangers a building, business, owner, or the public? |
| <u>X</u> | <u> </u> | <u>KW</u> | 3. Is the construction or alteration covered by this application considered permanent, to be in place more than 90 days? (A temporary construction or alteration is required to be removed within 90 days and the property is to be returned to the original or agreed upon condition.) |
| <u>X</u> | <u> </u> | <u>KW</u> | 4. Has a permit been issued for any of the proposed work? Date: <u>1-7-26</u> Permit No. <u>CFA-25-29</u>
Has any work actually started? <u>Yes</u> Describe: <u>FRAMING WORK HAS STARTED, CURRENT TO REQUEST CHANGE COLOR/MATERIAL APPROVAL</u>
<u>11-20-24-CFA-24-13</u> |

Section Three

- | | | | |
|------------|------------|-----------|---|
| <u>X</u> | <u> </u> | <u>KW</u> | 1. Will the construction or alteration covered by this application make a physical change to any design elements, features, or finishes visible from the exterior of the property? |
| <u>X</u> | <u> </u> | <u>KW</u> | 2. Will the construction or alteration covered by this application repair or replace an element of the building or property with a material different from the original material of that element? |
| <u>X</u> | <u> </u> | <u>KW</u> | 3. Will the construction or alteration covered by this application include painting exterior surfaces that have not been previously painted? |
| <u> </u> | <u>X</u> | <u>KW</u> | 4. Does the construction or alteration covered by this application include demolition or removal of any part or element of the property visible from the exterior of the property? |
| <u>X</u> | <u> </u> | <u>KW</u> | 5. Will the construction or alteration covered by this application make any change in the appearance of the property as viewed from the exterior of the property? |

Scope of Work Questions Verified By: Kevin Walker

Date of Verification: 2/26/26

Certificate No. CFA-26-03 Date Submitted 2/25/26

Please Note: A Certificate for Alteration is valid for a period concurrent with the Building Permit granted for the proposed work, or a period not to exceed 18 months.

TO: Lockhart Historical Preservation Commission

FROM: Kevin Waller, Historical Preservation Officer 

SUBJECT: Proposed Improvements to Dr. Eugene Clark Library (Agenda Item 6)

DATE: February 26, 2026

This item is included on the agenda to offer the Commission a chance to provide feedback on the future planned improvements to the Dr. Eugene Clark Library located at 217 South Main St., ahead of a formal Certificate for Alteration application submission. The improvements include the repainting of the exterior and interior of the building with the same colors that currently exist, as well as the replacement of exterior lighting with LED lighting. According to the Request for Proposals, enclosed, the exterior painting will include all doors, window frames, trim, and other painted architectural features. Interior painting will include walls, ceilings, doors, trim, and other designated features as identified by the City. The new exterior LED lighting will be energy-efficient and include façade lighting. A Certificate for Alteration will be required for the new lighting. The repainting of the interior and exterior, being the same colors now present, is considered ordinary maintenance and will not require Commission review. Once the lighting element of the overall project is ready to move forward and a formal application has been submitted, we will place the proposal on the agenda of a future meeting.

Cover Page

CITY OF LOCKHART, TEXAS

RFP 2026-02



Lockhart

The BBQ Capital of Texas

REQUEST FOR SEALED PROPOSALS FOR

Exterior and Interior Painting Services and replacement of exterior lighting with LED lighting at Dr. Eugene Clark Library

PROPOSAL DATE ISSUED:

March 5, 2026

RFP SUBMITTALS DATE DUE:

April 4, 2026, 3PM

DEPARTMENT CONTACT FOR QUESTIONS:

Roque Salinas

Assistant City Manager

rsalinas@lockhart-tx.org

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ADVERTISEMENT

The City of Lockhart, Texas is seeking proposals from highly qualified, capable, and experienced professional contractors to provide exterior painting, interior painting, and electrical work at the Dr. Eugene Clark Library located at 217 South Main Street, Lockhart, Texas 78644. Sealed proposal packages shall be addressed to the Roque Salinas, Assistant City Manager received at City Hall Building at 308 W. San Antonio Street, Lockhart, TX, prior to 3:00pm on April 4, 2026. RFPs not received by this time and date will be rejected. The RFP is available on the City's website at www.lockhart-tx.org or at City Hall during normal business hours.

RFP # 2026-02 Invitation for Proposals

The City of Lockhart, Texas is seeking proposals from highly qualified, capable, and experienced professional contractors to provide exterior painting, interior painting, and electrical work at the Dr. Eugene Clark Library located at 217 South Main Street, Lockhart, Texas 78644. Mark envelope in the lower left corner with the corresponding RFP Number; and name project, so the proposals will not be opened until the appointed hour.

Mailed proposals must be received as 1 (one) original and 3 (three) copies, on this form, prior to the closing date and time to be considered. Mailed proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. The City of Lockhart will not be responsible for mail delivered from the post office. Proposals received after the published time and date cannot be considered and will be returned unopened.

- A sealed copy of the bid proposal may be submitted by courier or hand delivered by the City Hall.
- A **digital copy must** be submitted; however, a digital submission cannot be emailed.
- Faxed proposals will not be accepted.

All proposals courier or hand proposals must be delivered and/or be submitted to:

308 W San Antonio St.,
Lockhart, Texas 78644

All mailed proposals must be mailed to:

P.O. Box 239,
Lockhart, Texas 78644.

If you have questions regarding the preparation of your proposal or for technical questions, you may contact the Department Contact on the cover page. All questions must be submitted in writing.

GENERAL CLAUSES AND CONDITIONS

1. Protection of Resident Workers: The City of Lockhart actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.)

and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

2. Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.
3. Proposals will be received and publicly acknowledged at the location, date and time stated above. Only the name of the proposers responding to this request for proposal shall be released at the proposal opening. Other information submitted by the proposer shall not be released by the City during the proposal evaluation process or prior to contract award. At no time will confidential information, as noted by the proposer, be released.
4. Proposer shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with bid/proposal. The data is for informational purposes only and will not affect the bid proposal award.
5. A completed W-9 form will be required within five business days by the apparent most qualified proposer once notification has been received.
6. In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
7. The attached Non-Exclusion Affidavit for General Contractors must be signed, notarized and submitted with bid proposal.
8. A representative of the proposing entity who is authorized to enter into contract on behalf of the proposing entity must manually sign proposals in ink. The person signing the proposal must indicate his/her title along with signature. Proposals received without proper signature will not be considered.
9. Any ambiguity in the bid proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and all conditions shall be construed in favor of the City.
10. The City of Lockhart reserves the right to reject any and all proposals, waive formalities and to make award of bid proposal as may be deemed to the best advantage of the City. No proposal may be withdrawn within forty-five (45) days after date of opening.
11. This Contract may be terminated at any time with thirty-(30) days written notice by either the City of Lockhart or successful proposer.

12. The City is not liable for any cost incurred by Proposers in replying to this RFP. This includes costs to determine the nature of the proposal, submitting, negotiating, presentations or any other costs a vendor would incur in responding to the RFP.
13. Proposers shall complete all information requested and blanks provided shall be filled in on the provided forms. Failure to completely describe the merchandise being proposed may result in rejection of your bid proposal.
14. The City is exempt from all sales and excise taxes.
15. The City of Lockhart reserves the right to evaluate variations from these specifications. If exceptions are made, proposer shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being proposed may result in rejection of your proposal.
16. It shall be understood all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charges and proposal or referencing information submitted in response to this RFP shall become the property of the City and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure.
17. All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated in the RFP. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the Texas Open Records Law and other applicable state statutes.
18. It is the vendor's responsibility to check for any addendums that might have been issued before the proposal closing date and time.
19. The proposal evaluation process will occur after the closing date. The City's evaluation and clarification process will commence. An evaluation team will review the proposals. Financial terms will not be the sole determining factor in this award. Other criteria described in this RFP will be considered, as well as any other factors the evaluation team determines may affect the suitability of the proposal for the City's requirements. A Proposer's submission of a proposal constitutes their acceptance of the evaluation technique.
20. Proposers must comply with the minimum insurance requirements of the City of Lockhart as appropriate to final contract terms. The minimum insurance requirements are noted in Attachment A.

SPECIAL PROVISIONS

1. DISCLOSURE OF CONFLICT OF INTEREST AND COMPLIANCE WITH ALL OTHER APPLICABLE LAWS
 - a. Proposer shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Bidder/Proposer or the

services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. In particular, Bidder/Proposer is put on notice that City will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as the "Act") requiring any person who contracts or seeks to contract with the City to disclose potential conflicts of interest as defined in the Act by completing the Conflict of Interest Questionnaire included in this bid proposal and returning it to the City in accordance with the provisions of the Act. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Bidder/Proposer of all benefits of the Contract; ii) the retainage by City of all services performed by Bidder/Proposer, and iii) the recovery by City of all consideration, or the value of all consideration, paid to Bidder/Proposer pursuant to any awarded contract.

- b. The attached Conflict of Interest Questionnaire shall be submitted with the bid proposal submittal. It is the responsibility of the vendor to submit the form.
2. The successful proposer's rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigned of liability in the event of default by the assignee.
3. Any deviations from specifications and alternate proposals must be clearly shown with complete information provided by the proposer. They may or may not be considered by the City.
4. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.
5. The City shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the purchase order, if any, or pursuant to mutual agreements. No agreement or understanding to modify this order shall be binding on the City unless it is in writing and signed by an authorized representative of the City.
6. The City reserves the right to require additional technical and pricing information and negotiate all elements which comprise the Vendor's proposal to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to accept all or part of any proposal, to reject any or all proposals and to re-solicit for proposals.
7. The following RFP Schedule of Events represents the best estimate of the schedule the City will follow. The City plans to meet the dates described below. If a component of the schedule is delayed, it shall be anticipated that the remaining components will be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.

Event	Date
Request for Proposals Published	March 5, 2026
Deadline for All questions- must be submitted via email	March 24, 2026
Deadline for Proposal Submissions	April 3, 2026, 3PM
Bid opening Time and Location	Immediately after deadline Large Conference room 105 S Colorado St Lockhart, TX 78644
Evaluation of Proposals	April 6, 2026
City Council Approval	April 21, 2026
Tentative Start Date	May 1, 2026

8. Proposers shall fill out the following required documents, as noted in the bid proposal. If the following forms are not included, the bid proposal may be considered non-responsive.

**DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS;
PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION**

Check List:

- Conflict of Interest Questionnaire
- Non-Exclusion Affidavit for General Contractors

Chapter 176 is an ethics law that requires certain local government officials to disclose employment and business relationships with vendors who conduct business with local government entities. The law defines a "vendor" as any person who enters or seeks to enter a contract with the city. The term also includes an agent of a vendor.

Local government officers subject to this law are a city council member, director, superintendent, administrator, president, city manager, or any other person who is designated as the executive officer of the local government entity. A municipal officer's family member would include the officer's spouse, father, mother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, or stepchild.

The law applies to any written contract for the sale or purchase of real property, goods, or services. A contract for services would include one for skilled or unskilled labor, or for professional services.

A vendor is required to file a conflict-of-interest questionnaire if the vendor has a business relationship with the city and has:

1. An employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that it more than \$2,500 in the preceding twelve months; or
2. Has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor is required to file a questionnaire not later than the seventh business day after the later of the following:

1. The date the vendor begins discussions or negotiations to enter into a contract with the city or submits an application or response to a bid proposal; or
2. The date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
For vendor or other person doing business with local governmental entity	
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Lag., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p style="text-align: center;"><u>OFFICEUSEONLY</u></p> <p>Date Received</p>
Name of person who has a business relationship with local governmental entity.	
<p>Check this box if you are filing an update to a previously filed questionnaire. _____</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

____ Yes ____ NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

____ Yes ____ NO

C. Is the filer of this questionnaire employed, by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

____ Yes ____ NO

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

Non-Exclusion Affidavit for General Contractors

Federal, state, and local government agencies, not-profits, and other organizations that use federal money to fund all or part of any program or project are required to follow specific requirements regarding the use of such federal funds. One of these requirements is that no contract, subcontract, grant, financial assistance, or other forms of assistance provided using federal funds may be awarded to individuals or entities that have been suspended, debarred, or otherwise excluded from participation in federally funded programs.

The U.S. federal government maintains a Web site known as the "System for Award Management" (SAM) at www.sam.gov. One of the purposes of the SAM Web site is to provide a comprehensive list of all individuals, firms, and other entities that have been suspended, debarred, or otherwise excluded from participation in federally funded contracts, subcontracts, grants, etc. SAM provides a simple means of helping government, non-profit agencies, and other organizations ensure that they do not award federally-funded grants, contracts, subcontracts, or other financial or non-financial benefits to any individual, firm, or other entity that has been excluded by any agency from participation in such federally funded activities.

I, _____ (Contractor Representative), hereby certify that neither I nor _____ (Name of the company or organization I represent) nor any subcontractors that I or said company may employ to work on any federally funded activity have been suspended, debarred, or otherwise excluded by any federal agency from participation in any federally funded activity. I further acknowledge my understanding that, before entering into a contract with me or with the company or organization I represent, City of Lockhart staff will perform a search on www.sam.gov to verify whether I, the organization I represent, or any subcontractors I may employ to work on any federally funded activity, have been excluded from participation in any federally funded activity.

Signature of Contractor Representative

Date

Sworn to and subscribed before me this _____ day of _____, 20_____

Notary Public in and for _____ County, _____ (State Name)

PROPOSAL EVALUATION

RFP shall be awarded to the best-value proposal. The proposals will be evaluated on the factors outlined below which shall be applied to all eligible, responsive proposals in selecting the successful proposer. Award of a contract may be made without discussion with proposers after responses are received. Proposals should, therefore, be submitted on the most favorable terms.

Sealed Proposal Submission

Proposals shall be sealed and clearly marked with the Proposer's name and return address and indicate the proposal number and title. Facsimile or e-mail submitted proposals will not be accepted. Proposals received after the deadline cannot be considered and will be returned unopened. The City is not responsible for delays by the U.S. Postal Service, the internal mail delivery system of the City, or any other delivery method employed by the Proposer.

Proposers or their authorized representatives are expected to be fully informed as to the general terms and conditions, requirements and specification of this Proposal Invitation before submitting proposals. Failure to do so will be at the proposer's own risk.

CRITERIA FOR EVALUATION IN ORDER OF IMPORTANCE:

Category	Weight
Completion of Requested information	5
Required insurance compliance	5
Reference	15
Estimate time of completion of work	40
Cost	35
Total	100

Negotiations may be conducted with responsible proposers who submit proposals determined to be acceptable of being selected for award. All proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

TERMINATION FOR DEFAULT

The City of Lockhart reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful proposer fails to:

- meet delivery or completion schedules
- otherwise perform in accordance with the accepted proposal and contract

Breach of contract or default authorizes the City to award to another proposer, purchase

elsewhere, and charge the full increase in cost to the defaulting proposer.

NON-PERFORMANCE CONDITION

If the product or training is not in conformance with the specifications and requirements of the City, the vendor shall redo and complete any work necessary, bring the product or training into compliance at the vendor's expense.

NOTICE

The following blank spaces in the contract are not to be filled in by the Proposer at the time of submitting his proposal. The contract form is submitted at this time to familiarize the Proposer with the form of the contract, which the successful Proposer will be required to execute.

DRAFT CONTRACT FOR PURCHASE OF GOODS AND/OR SERVICES

*Do not fill out

THIS CONTRACT is made and entered on _____, by and between the City of Lockhart, Texas, a Municipal corporation located in Caldwell County, Texas, (hereinafter called CITY), acting through its duly authorized City Manager, Joseph Resendez and _____ located at _____, hereinafter called COMPANY), acting by and through its duly authorized agent.

WITNESSETH: That for and in consideration of the mutual covenants hereinafter set forth, the CITY and COMPANY agree as follows:

I. DESCRIPTION OF GOODS AND/OR SERVICE

The CITY agrees to purchase and the COMPANY agrees to provide all of the goods and/or services as specified in the contract documents, such goods and/or services generally described as follows:

RFP 2026-02

Exterior and Interior Painting Services and replacement of exterior lighting with LED lighting at Dr. Eugene Clark Library

for the bid sum of _____ dollars and _____ cents (\$00.00), paid in current funds at the unit or total prices, at COMPANY'S own proper cost and expense, including all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds and other accessories and services necessary to complete delivery of same, in accordance with the contract documents, hereinafter defined, and subject to such additions and deductions as provided therein.

II. CONTRACT DOCUMENTS

The contract documents shall consist of this written agreement or Contract, provisions of this Contract including General Clauses and Conditions, Special and all other Provisions, Advertisement for Bid, Invitation to Bid, Instruction to Bidders, Bidder's Proposal, all Addenda issued prior to award of Contract, any plans which include all maps, plats, blueprints, and other drawings and printed or written or explanatory matter thereof, the technical specifications and all

other documents identified as pertaining to this agreement, all of which have been identified by the CITY and COMPANY. The contract documents constitute the entire agreement between the CITY and COMPANY, and all are as fully a part of the Contract as if attached to and repeated in this agreement. The contract documents may be altered, amended or modified only as provided herein.

III. PURCHASE/WORK ORDER

The goods and/or services to be provided under this Contract shall be commenced by COMPANY upon final execution of this Contract and on a date to be specified in a written "Purchase Order" or "Work Order" (whichever applicable), in accordance with the contract documents. Time is of the essence for this Contract.

IV. MODIFICATION AND ASSIGNMENT

This Contract may not be altered; modified or amended except in writing properly executed by the parties and may not be assigned to a third party.

V. TERMINATION

Unless otherwise provided in the contract documents, CITY may terminate this Contract at any time without cause with thirty-(30) day's written notice. Additionally, CITY shall have the right to cancel this Contract if COMPANY fails to provide the goods and/or services in accordance with the Contract Documents after giving seven-(7) day's prior written notice. Irrespective of which party shall effect termination or the cause therefore, CITY shall within thirty-(30) days of termination compensate COMPANY for any delivery of goods and/or services made up to the time of termination. No amount shall be due for lost or anticipated profits.

VI. TERM

The term of this Contract shall be an initial term of _____ beginning on the ____ day of _____, 20__, and ending on the ____ day of _____, 20__ unless terminated by either party under the terms set forth herein. This Contract shall automatically be renewed, without need for formal action, for two one-year terms beginning on the same day of the initial term, unless earlier terminated as provided in the contract documents.

VII. GOVERNING LAW AND VENUE

The parties agree that the laws of the State of Texas shall apply to and govern this Contract and venue for any legal proceeding shall be in Caldwell County, Texas.

VIII. INDEPENDENT CONTRACTOR/INDEMNITY

It is agreed for all purposes hereunder, the COMPANY is and shall be an independent contractor and shall not, with respect to their acts or omissions, be deemed an agent or employee of CITY.

COMPANY agrees to indemnify and hold harmless and defend CITY, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or resulting from COMPANY'S work and/or activities conducted in connection with or incidental to this Contract and from any liability arising out of, or resulting from, the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory

law, or based in whole or in part upon the negligent or intentional acts or omissions of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

COMPANY further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licenses, invitees and other persons, as well as their property, while engaged in the delivery of such purchases and/or services pursuant to this Contract or while on City's premises where the services are being provided. It is expressly understood and agreed that CITY shall not be liable or responsible for the negligence of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

Further, CITY assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects, real or alleged, in the vicinity where such purchases and/or services are to be delivered by COMPANY, which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by COMPANY. COMPANY understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is further agreed with respect to the above indemnity, that CITY and COMPANY will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the COMPANY or CITY, and CITY shall have the right to compromise and defend the same to the extent of its own interests.

IX. DISCRIMINATION REGULATIONS

COMPANY, in the execution of this Contract and particularly in the employment practices engaged in, agrees that it will not discriminate on the basis of race, color, religion, national origin, sex, age, handicap or disability.

X. NOTIFICATION

All notices and communications required herein shall be personally delivered or mailed to the other party by United States certified mail, return receipt requested. Unless otherwise changed in writing by the respective party, notice intended for COMPANY shall be sent to the COMPANY's address as shown on COMPANY's Proposal; notice intended for CITY shall be sent to: Department Contact, City of Lockhart, P.O. Box 239, 308 W. San Antonio St., Lockhart, Texas 78644. Mailed notices shall be deemed to have been received three-(3) days after mailing.

IN WITNESS WHEREOF, CITY and COMPANY have executed this Contract in **three (3) counterparts**, each of which shall be deemed an original, the day and year first written above.

[Signature page to follow]

CITY OF LOCKHART

COMPANY

Jospeh Resendez, City Manager

Signature

ATTEST:

Printed Name: _____

Printed Title: _____

Julie Bowermon, City Secretary

Acknowledgment

State of Texas, County of Caldwell: Before me the undersigned authority on this day personally appeared _____, known to be the person whose name is subscribed to the foregoing document and known to me to be the _____ (title) of _____

(company name) and acknowledged to me that (s)he executed said document with full authority to do so and for the purposes and consideration expressed therein. Given under my hand and seal of office the ____ day of _____, 20__.

APPROVED AS TO FORM:

City Attorney or designee

Notary Public in and for the State of Texas

ATTACHMENT A

City of Lockhart – Minimum Insurance Requirements

LOCKHART \$50,000+

CITY OF LOCKHART REQUIREMENTS:

- Comprehensive General Liability and Bodily Injury & Property Damage with minimum limits of \$1,000,000 per Occurrence, \$1,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate.
- General Liability must include coverage for Premises and Operations, Products and Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, and Personal/Advertising Injury.
- Auto Liability with minimum limits of \$1,000,000 per Occurrence, \$1,000,000 General Aggregate.
- Certificate must include a statement listing ****The City of Lockhart, Texas**** as additional insured on the General Liability and Auto coverages. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for additional insured, checking those specific boxes is acceptable in meeting this requirement as well.
- Employers Liability with minimum limits of \$100,000 Occupational Disease, \$100,000 per Accident, and \$100,000 per Employee.
- Workers Compensation providing statutory coverage limits.
- Certificate must include a statement providing a Waiver of Subrogation on the Workers Compensation, Employers Liability as well as the General Liability coverage. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for waiver of subrogation, checking those specific boxes is acceptable in meeting this requirement as well.

PROPOSAL INFORMATION

RFP

The City of Lockhart is looking for a company to conduct Exterior and Interior Painting Services and replacement of exterior lighting with LED lighting at Dr. Eugene Clark Library

Background

The City of Lockhart was founded in 1826 and officially incorporated as a city in 1852. Located in central Texas, Lockhart is 30 miles south of downtown Austin on U.S. Highway 183. It is 70 miles northeast of San Antonio and 156 miles west of Houston. According to the most recent U.S. Census Bureau reporting, the estimated population of the City of Lockhart is 14,985, and serves as the county seat of Caldwell County, Texas.

The City provides a full range of municipal government services including police and fire protection; crime prevention, enforcement, and adjudication; electric services; water production and distribution; wastewater collection and treatment; solid waste collection, curbside recycling and disposal; city code enforcement and building inspection; maintenance of streets; maintenance of park land and recreational facilities; library services; cemetery; airport; and economic development.

Lockhart is a Home Rule Charter City and operates under the Council-Manager form of government. Lockhart is served by a seven-person city council. The elected body is made up of the mayor and two council members that are elected at large. The remaining four council members are elected from single-member districts. The length of office for all Council members and the Mayor are three-year terms. The City Council appoints the City Manager, the City Attorney, and the Municipal Court Judge. All other staff members work either directly or indirectly under the direction of the City Manager.

For additional information on the City please review the City's Financial Reports on our website at [City of Lockhart, TX \(lockhart-tx.org\)](http://City of Lockhart, TX (lockhart-tx.org)).

Scope of Work

Each proposal must include the following components: Organizational Profile, References, Proposal and Fees for Services. Each component shall include the information requested below. The City of Lockhart is seeking separate proposals for painting services and exterior lighting replacement at the historic Dr. Eugene Clark Library Building. Vendors must submit proposals for each scope. Each proposal shall be priced independently.

Proposal No. 1- Exterior Painting Services

Provide all labor, materials, equipment, and supervision necessary to prepare and paint approximately 3,500 square feet of exterior surfaces (first and second floors) of the historic Dr. Eugene Clark Library Building.

1. Surface Preparation
 - Clean all exterior surfaces, including walls, doors, trim, architectural details, and dome areas, using pressure washing or other appropriate methods to remove dirt, mold, mildew, and debris.
 - Repair cracks, holes, deteriorated surfaces, and other imperfections on areas to receive paint.
 - Remove all loose, peeling, or flaking paint.

- Prime surfaces as required to ensure proper adhesion and long-term durability of new paint.
2. Painting Requirements
 - Furnish and apply high-quality, weather-resistant, and UV-protective exterior paint suitable for historic structures.
 - Apply a minimum of two (2) coats of paint to all designated surfaces unless otherwise directed by the City.
 - Paint all exterior doors, window frames, trim, and other painted architectural features to ensure a uniform appearance.
 - Coordinate with City staff to select paint colors or match existing color schemes prior to application.
 3. Protection, Safety, and Cleanup
 - Protect landscaping, sidewalks, adjacent structures, and non-paintable surfaces with appropriate coverings.
 - Maintain a safe worksite, including properly secured ladders, scaffolding, and equipment.
 - Coordinate work activities with City staff to minimize disruption to library operations.
 - Perform daily cleanup of the work area.
 - Upon completion, remove all materials, tools, and debris, leaving the site clean and orderly.

Proposal No. 2- Interior Painting Services

Provide all labor, materials, equipment, and supervision necessary to prepare and paint designated interior areas of the Dr. Eugene Clark Library Building.

1. Surface Preparation
 - Protect floors, furniture, shelving, fixtures, and equipment prior to beginning work.
 - Repair cracks, nail holes, surface damage, and other imperfections on walls, ceilings, doors, trim, and other surfaces to be painted.
 - Clean surfaces as needed to ensure proper paint adhesion.
 - Prime repaired or stained surfaces as required.
2. Painting Requirements
 - Furnish and apply high-quality interior paint appropriate for public facilities and high-traffic areas.
 - Apply a minimum of two (2) coats of paint to all specified interior surfaces.
 - Paint walls, ceilings, doors, trim, and other designated features as identified by the City.
 - Coordinate paint colors and finishes with City staff prior to application.
3. Protection, Scheduling, and Cleanup
 - Coordinate work schedules with City staff to ensure library operations continue with minimal disruption.
 - Maintain a clean and safe work environment at all times.
 - Perform daily cleanup of work areas.
 - Upon completion, remove all materials and equipment and return all spaces to a clean, usable condition.

Proposal No. 3- Replacement of Exterior Lighting with LED Lighting

Remove existing exterior lighting and furnish and install new LED exterior and façade lighting at the Dr. Eugene Clark Library Building.

1. Removal of Existing Lighting
 - o Remove existing exterior lighting fixtures and related components as directed by the City.
 - o Dispose of removed materials in accordance with applicable regulations.
2. Installation of LED Lighting
 - o Furnish and install new energy-efficient LED exterior lighting fixtures, including façade lighting.
 - o Ensure lighting design and fixture style are compatible with the historic character of the building.
 - o Install fixtures securely and ensure all lighting is fully functional.
3. Coordination and Completion
 - o Coordinate fixture selection, placement, and lighting levels with City staff prior to installation.
 - o Test all lighting systems upon completion to verify proper operation.
 - o Remove all debris, tools, and equipment and leave the site clean and orderly.
4. Permit Requirements
 - o The Contractor shall be responsible for obtaining **all required permits**, inspections, and approvals necessary for the removal and installation of exterior and façade LED lighting, including but not limited to **electrical permits** required by the City of Lockhart.
 - o Permit fees, and initial inspection fees by the City of Lockhart will be waived; however, any reinspection or additional fees will be charged at the current city fee rates.
 - o Proof of permits and final inspection approvals shall be provided to the City prior to final acceptance of the project.
 - o Any work performed without required permits or approvals shall be corrected at the Contractor's sole expense.

Organizational Profile

1. Company name, address and contact information
2. Federal Identification Number
3. Overview of firm
4. Individuals assigned to manage and execute the engagement (location and resources)
5. Must be licensed and authorized to perform elevator installation in the State of Texas.
6. Demonstrated experience with elevator replacement projects in public or commercial buildings.
7. Compliance with insurance requirements.
8. Any other useful information
9. If company is a partnership, state the name and address of all general and limited partners associated with the office responding to the RFP.

References

Include five (5) work references with the following information: name of client, address, phone

numbers/emails, dates of contract period, description of services provided and contract amounts. Municipal clients preferred.

Proposed Services and fees for services

Please provide proposed fees for complete services as described in the Scope of Work section for a one-year term. Proposed fees should be provided on an Excel spreadsheet with the following format:

Service	Price	Unit	Frequency*	Additional Info

*Frequency = One-time, Annual, Monthly, etc.

Questions

Proposers are asked to examine this RFP upon request. All questions or clarifications shall only be directed in writing via e-mail to Department Contact on the Cover Page, before the designated deadline for written questions. Questions received after the date specified above may not receive response. Any contact or attempt to contact any other employee of the City regarding this RFP may result in the immediate disqualification of the Proposer. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.

Proposal No.	Description	Amount
Total		

February 24, 2026

The West End Strategic Development Initiative, funded by the Lockhart Economic Development Corporation, is intended to enhance downtown Lockhart through thoughtful, context-sensitive infill development that generates meaningful economic impact for the historic district and the city as a whole. Through a collaborative partnership, the City of Lockhart, First Baptist Church Lockhart, and Austin Community College have agreed to jointly contribute their land into a coordinated, multi-block redevelopment strategy. This effort seeks to establish a shared community vision, define development standards, encourage public input, and support, and attract qualified development partners to help implement the plan.

The development area is primarily zoned Medium Commercial Business and is located adjacent to the Commercial Central Business District and the Downtown Historic District. Community input gathered through three public workshops reflects a strong desire for new development to be respectful of, and complementary to, the architectural character and scale of the historic core. As a result, the initiative will establish clear design standards that reinforce downtown's identity while allowing for appropriate growth and economic vitality.

To maximize long-term benefit, the initiative also contemplates the creation of a Tax Increment Reinvestment Zone (TIRZ), which would allow incremental tax revenues generated by new development to be reinvested directly into downtown improvements. This tool can help address infrastructure and financial challenges often associated with historic districts, ensuring that growth on the west end strengthens and sustains the greater downtown for years to come.

The development team welcomes any input and suggestions that the LHPC might have.